

**VIRGINIA HMO MEDICAID  
PARTICIPATION ATTACHMENT TO THE  
ANTHEM BLUE CROSS AND BLUE SHIELD  
PROVIDER AGREEMENT**

This is an HMO Medicaid Participation Attachment to the Anthem Blue Cross and Blue Shield Provider Agreement ("Agreement") entered into by and between Anthem and Provider and is incorporated into the Agreement.

**ARTICLE I  
DEFINITIONS**

The following definitions shall apply to this HMO Medicaid Participation Attachment:

"DMAS" means the Virginia Department of Medical Assistance Services.

"Medicaid HMO Allowance" means the lower of (i) the amount normally charged by the Provider for the Covered Service rendered to the Medicaid Member or (ii) the amount listed on the HMO Medicaid fee schedule for the Covered Service.

"Medicaid Member" means a Covered Individual enrolled under any contract HMO may have with DMAS during the term HMO Medicaid Participation Attachment to the Agreement. Medicaid Members include individuals enrolled through Virginia's Medallion II program, Family Access to Medical Insurance Security (FAMIS) plan, or FAMIS MOMS program or their successor programs as well as individuals enrolled under any new programs for which HMO may contract with DMAS such as the Virginia Acute and Long-Term Care program.

**ARTICLE II  
REQUIRED TERMS**

The Provider agrees to abide by all applicable provisions of the contract between HMO and DMAS (hereafter referred to as "HMO's Medicaid Contract"). The Provider compliance with the HMO's Medicaid Contract specifically includes, but is not limited to, the following requirements as they relate to Medicaid Members and services provided to Medicaid Members:

- 2.1 No terms of this HMO Medicaid Participation Attachment to the Agreement are valid which terminate legal liability of the HMO in HMO's Medicaid Contract.
- 2.2 Provider agrees to participate in and contribute required data to the HMO's quality improvement and other assurance programs as required in HMO's Medicaid Contract.
- 2.3 Provider agrees to abide by the terms of HMO's Medicaid Contract for the timely provision of emergency and urgent care. Where applicable, Provider agrees to follow those procedures for handling urgent and emergency care cases stipulated in any required hospital/emergency department Memorandums of Understanding signed by the HMO in accordance with HMO's Medicaid Contract.
- 2.4 Provider agrees to submit to the HMO utilization data in the format specified by the HMO, so the HMO can meet DMAS specifications required by HMO's Medicaid Contract.
- 2.5 Provider agrees to comply with all non-discrimination requirements in HMO's Medicaid Contract.
- 2.6 Provider agrees to comply with all record retention requirements and, where applicable, the special reporting requirements on sterilizations and hysterectomies stipulated in HMO's Medicaid Contract.
- 2.7 Provider agrees to provide representatives of the HMO, as well as duly authorized agents or representatives of DMAS, the U.S. Department of Health and Human Services, and the State Medicaid Fraud Unit access to its premises and this HMO Medicaid Participation Attachment to the Agreement and/or medical records in accordance with HMO's Medicaid Contract. Provider agrees otherwise to preserve the full confidentiality of medical records in accordance with the HMO's Medicaid Contract.
- 2.8 Provider agrees to the requirements for maintenance and transfer of medical records stipulated in HMO's Medicaid Contract. Provider agrees to make medical records available to Medicaid Members and their authorized representatives within ten (10) working days of the record request.

- 2.9 Provider agrees to ensure confidentiality of family planning services in accordance with HMO's Medicaid Contract, except to the extent required by law, including, but not limited to, the Virginia Freedom of Information Act.
- 2.10 Provider agrees not to create barriers to access to care by imposing requirements on Medicaid Members that are inconsistent with the provision of Medically Necessary and Covered Services.
- 2.11 Provider agrees to clearly specify referral approval requirements to its employees and in any sub-contracts with other providers. Additionally, Provider agrees to hold the recipient harmless for any charges for any Covered Services. This includes those circumstances where Provider or Provider subcontractor fail to obtain necessary referrals, pre-authorizations, or fail to perform other required administrative functions.
- 2.12 The Provider agrees not to bill a Medicaid Member for Medically Necessary services covered under the HMO's Medicaid Contract and provided during the Medicaid Member's period of enrollment in the HMO. This provision shall continue to be in effect even if the HMO becomes insolvent. However, if a Medicaid Member agrees in advance of receiving the service and in writing to pay for a service not covered by HMO's Medicaid Contract, then Provider or Provider subcontractor can bill.
- 2.13 Provider must forward to the HMO medical records, within ten (10) working days of the HMO's written request.
- 2.14 Provider shall promptly provide or arrange for the provision of all services required under this HMO Medicaid Participation Attachment to the Agreement. This provision shall continue to be in effect for subcontract periods for which payment has been made even if Provider becomes insolvent until such time as Medicaid Members are withdrawn from assignment to the Provider.
- 2.15 The HMO agrees to pay the Provider within thirty (30) days of the receipt of a Claim for Covered Services rendered to a Medicaid Member unless there is a signed agreement with the Provider that states another timeframe for payment that is acceptable to Provider.
- 2.16 Notwithstanding any other provision to the contrary, the obligations of the Commonwealth of Virginia shall be limited to annual appropriations by its governing body for the purposes of the subcontract.
- 2.17 Provider agrees to comply with requirements set forth in 42 CFR 455.100 through 455.106 (regarding disclosure by providers of ownership and control information and disclosure of information on a provider's owners' and other persons' conviction of criminal offenses against Medicare, Medicaid, or Title XX services program) and will agree to provide required disclosures at the time of initial contract, upon contract renewal, and/or upon request by the HMO. Provider further agrees to notify the HMO within fourteen (14) days of any changes to the required disclosures. The Disclosure of Ownership and Control Interest Statement is attached as Attachment 1.

### **ARTICLE III COMPENSATION**

- 3.1 Compensation. Notwithstanding any other provision in the Agreement, HMO will pay Provider the Medicaid HMO Allowance for each Medically Necessary Covered Service that Provider provides to a Medicaid Member, less authorized Cost Shares, which shall be the responsibility of the Medicaid Member. HMO shall use its best efforts to reimburse Provider within thirty (30) days of HMO's receipt of all documentation for HMO to process a Claim for each Covered Service furnished to a Medicaid Member. If HMO does not reimburse Provider within this thirty (30)-day period, HMO will pay interest to Provider pursuant to Va. Code Section 38.2-4306.1.
- 3.2 ReimbursementPolicies
- 3.2.1 Notwithstanding any provision in the Agreement to the contrary, for Providers who are participating in Anthem's Medicaid network and for services such Providers render to Medicaid Members, all reimbursement policies shall be the Medicaid reimbursement policies, which may be accessed at <http://www.anthem.com/home-provider.html> and not those reimbursement policies referenced in the Plan Compensation Schedule.
- 3.2.2 Additionally, notwithstanding any provision in the Agreement to the contrary, the Medicaid

reimbursement policies, which may be accessed at [www.anthem.com/provider](http://www.anthem.com/provider) may be changed by Anthem from time to time and Anthem shall provide the Provider with thirty (30) days prior notice of any material modifications.

**ARTICLE IV  
GENERAL PROVISIONS**

- 4.1 Inconsistencies. In the event of an inconsistency between terms of this HMO Medicaid Participation Attachment to the Agreement and the terms and conditions as set forth in the Agreement, the terms and conditions of this HMO Medicaid Participation Attachment to the Agreement shall govern. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

**ARTICLE V  
TERM AND TERMINATION**

- 5.1 Termination without Cause. This Medicaid Participation Attachment may be terminated without cause by HMO or Provider upon one hundred twenty (120) days prior written notice at any time without terminating the Anthem Provider Agreement.