

EXHIBIT B.2
MY HEALTH LA PROGRAM
MONTHLY GRANT FUNDING, BILLING, AND ENCOUNTER DATA SUBMISSION

1.0 Encounter Data Submission

- 1.1 For Included Services provided to MHLA Participants, Contractor shall submit Encounter Data to the Department, in arrears, for each office visit performed in the prior month. The encounter data shall contain the information specified from time to time by Department, but shall, at a minimum, identify each Participant receiving services and the service received.
- 1.2 Contractor shall submit, as directed by the Department, encounter data sixty (60) days following the end of the month that is being reported.

2.0 Billings

- 2.1 Contractor shall not bill any Participants receiving services hereunder, but may accept voluntary donations from those Participants or their families, provided that such donations are not linked to the receipt of services nor are a condition of receipt of service hereunder. In the event that Contractor determines that a Participant seeking services is eligible for services hereunder, but that the Participant requires services beyond those encompassed in this Agreement, Contractor shall be permitted to charge that Participant for any and all services rendered in accordance with Contractor's customary policies, procedures and practices pertaining to the provision of its services.
- 2.2 None of Contractor's physicians or other providers shall separately bill County or Participants or their families for services hereunder.

3.0 Electronic Encounter Data Submission

- 3.1 For Included Services provided to Participants, Contractor shall submit to Department's Claims Adjudicator data elements substantially similar to those found on the Federal Centers for Medicare and Medicaid Services Form 1500, or other forms approved by Director ("Billing Form") within sixty (60) days of the service date. Contractor shall only submit encounter data to the Department for those Participants who (a) were enrolled in the MHLA program and (b) received Included Services.
- 3.2 In the event that Contractor must submit corrected encounter data, or in the event that Contractor wishes to appeal a denied encounter data submission, all corrected or appealed encounter data submissions for all or any portion must be submitted to Department's Claims Adjudicator by June 30th of each year, or thirty (30) days following date of notice to Contractor that claim is rejected or denied, whichever is later. Failure to adhere to this timeframe shall result in the denial of all the encounter data submission.

4.0 **Manual Encounter Data Submission**

- 4.1 For Included Services provided to Participants, Contractor shall submit encounter data to the Department's Claims Adjudicator manually using the Billing Form(s) completed in duplicate within sixty (60) days of the service date. All manual information must be submitted on a Billing Form, as approved by Director. Contractor shall retain one copy for its own records and shall forward the original copy to the Department's Claims Adjudicator.
- 4.2 In the event that Contractor must submit corrected encounter data, or in the event that Contractor wishes to appeal a denied encounter data submission, corrected or appealed encounter data submissions must be submitted to Department's Claims Adjudicator by June 30th of each year or thirty (30) days following date of notice to Contractor that the encounter data submission is rejected or denied, whichever is later. Failure to adhere to this timeframe shall result in the denial of all the encounter data submission.

5.0 **Encounter Data Submission Guidelines**

Contractor shall follow the encounter data submission guidelines contained in this Exhibit and as set forth in any Provider Information Notice ("PIN"), which shall be provided to Contractor as necessary according to the process set forth in this Agreement. Addresses, both electronic and U.S. mailing, for billing of County shall be provided to Contractor prior to the commencement of services hereunder through a PIN.

6.0 **County's Manual Reprocessing of Contractor's Denied and Canceled Encounter Data**

If encounter data submissions were denied or canceled through no fault of County or Department's Claims Adjudicator, and solely through the fault of Contractor, Contractor may, at the County's sole discretion, pay County the appropriate County contracted, per-encounter data claim fee billed to County by the Department's Claims Adjudicator. County shall not charge this fee to the Contractor in those instances where County cannot conclusively determine which party is at fault for the denial or the cancellation. Contractor shall be advised by the Director, by means of a PIN, of the current fee charged to County. The County may, at its sole discretion, recoup payment due from Contractor for denied or canceled encounter data claims by requesting payment from Contractor, which repayment shall be remitted forthwith by Contractor to County by check made payable to the County of Los Angeles, or by withholding such amount from the usual monthly payment for Contractor's services under this Agreement as an off-set, unless any other recoupment plan is approved by County in writing.

7.0 **Records and Audits**

Contractor shall keep clear records of the Participants served hereunder, including the service(s) provided. Contractor shall record such information on a regular basis and retain same in accordance with Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Agreement, so that if requested, Contractor will be able to provide such information for the duration of Agreement and for a period of ten (10) years after date of service or five (5) years after contract termination, whichever is later.

8.0 **County's Reimbursement**

- 8.1 For Included Services provided to Participants, subject to the County's Funding, County shall pay Monthly Grant Funding in accordance with Exhibit B.1, My Health LA Program, Pricing Schedule.
- 8.2 Department's Claims Adjudicator and/or the Department may reconcile all payments against a Medi-Cal eligibility database before or after the processing of payment and deny payment for a Medi-Cal eligible Participant. In such event, Contractor shall receive a Remittance Advice or equivalent indicating: (a) eligible Medi-Cal denied claims, (b) other denied claims; (c) reason for denial; and (d) summary of denied claims by reason code.
- 8.3 Director shall have the discretion, on a periodic basis, to conduct a Medi-Cal reconciliation in which County shall reconcile some or all of the payments paid to all Contractors over the terms of their respective Agreements against a database containing the identities of all Medi-Cal eligible Participants to determine whether any Contractor has been reimbursed for services provided to Medi-Cal "eligible" Participants.
- 8.4 If the final Medi-Cal reconciliation process indicates that Contractor has been reimbursed for Medi-Cal eligible Participants, following Director's written notice, County may recoup any amounts owed to County by Contractor by requesting payment from Contractor, which repayment shall be remitted forthwith to County by check made payable to the County of Los Angeles, or by County withholding such amount from the usual monthly payment for Contractor's services under this Agreement as an off-set.
- 8.5 Notwithstanding the foregoing, if Director determines at any time that Contractor has been overpaid, the amount of the overpayment shall be either (a) credited against any amounts due by the County to Contractor or (b) paid within thirty (30) calendar days by Contractor to County, unless an alternative payment plan has been arranged by the Department on behalf of Contractor, at the Department's sole discretion.
- 8.6 If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid to Contractor within thirty (30) days from the date the underpayment was determined.

9.0 **Submission of Encounter Data For Medical Visits in the Same Day**

For Included Services provided to Participants, Contractor shall be entitled only to submit encounter data for one visit for the same Participant during the same day. Further, if County determines that Contractor has submitted encounter data to the same Participant on the same day under this Agreement, then the Department shall be entitled to cancel those encounter data claims.

E - Redeterminations/Re-Enrollment, and F – Dis-Enrollment. Documentation must be maintained in accordance with Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Agreement.

5.0 **Records and Audits**

Contractor shall keep clear records of the Dental Participants served hereunder, including the Dental Care Service(s) provided. Contractor shall record such information on a regular basis and retain same in accordance with Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Agreement, so that if requested, Contractor will be able to provide such information for the duration of Agreement and for a period of ten (10) years after date of service or five (5) years after contract termination, whichever is later.

6.0 **Personnel**

Prior to the commencement date of this Agreement, Contractor shall provide to Director a full listing of its then current Staff providing Dental Care Services under this Agreement, in accordance with subparagraph 9.4.10.3, Provider Roster, of the Agreement. Contractor may not add any new dentists and dental hygienists without prior written notice to Director in accordance with the Agreement. Contractor must also provide written notice to Director of any dentist that is no longer available to provide services under this Agreement within thirty (30) calendar days of the change.

7.0 **Performance Improvement**

Contractor shall participate in County activities to improve performance across the Dental Care Services program. As reasonable, this may include performance meetings with individual Contractors, peer review meetings, the review and development of new policies and procedures as it relates to dental care, and the provision of information, as needed.

8.0 **Clinic Capacity, Open/Closed Status for New Patients, Access Standards**

Contractors will be surveyed a maximum of twice monthly by the Department to determine whether there are any changes to the Clinic's open/closed status based on their capacity. Capacity is defined by the number of days that a new Dental Participant must wait before he or she can obtain a non-urgent Dental Care Services appointment at the Clinic Site. A Clinic Site is considered to have capacity if the Clinic Site could schedule a non-urgent Dental Care Services appointment within ninety (90) calendar days. A Clinic Site does not have capacity if the Clinic Site could not schedule a non-urgent Dental Care Services appointment within ninety (90) calendar days. A Clinic Site with capacity shall be considered "open" to new Dental Participants. A Clinic Site without capacity shall be considered "closed" to new Dental Participants.

Contractor shall make available to Dental Participants same or next day appointments for Participants whose dental condition requires them to be seen outside of a scheduled appointment.