

HELP AMENDMENT TO PARTICIPATING PROVIDER AGREEMENT

This Amendment is entered into by and between Blue Cross and Blue Shield of Montana, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, (“BCBSMT”), and _____ (“Participating Provider”) hereinafter referred to as the “Parties.” By executing this Amendment, Participating Provider agrees to participate in the BCBSMT HELP Program Network, under the terms and conditions of the BCBSMT Participating Provider Agreement (the “Agreement”) and this Amendment.

I. Pursuant to Article VIII, Section 10, Modification of this Agreement, the Agreement is hereby amended as outlined in this Amendment.

II. Article VIII General Provisions. The following language shall be added to Article VIII Section 16:

Participating Provider understands and agrees that it must execute an additional addendum to this Agreement in order to participate in the BCBSMT HELP Program Network.

III. The HELP Program Network Addendum is hereby added to the Agreement.

HELP PROGRAM NETWORK ADDENDUM

I. DEFINITIONS FOR THE HELP PROGRAM NETWORK.

1.1 Administrative Services Group (“ASG”) includes the state of Montana Department of Public Health and Human Services (“DPHHS”) HELP Program.

1.2 HELP Program Network Allowable Fee means the Medicaid allowance established by DPHHS for Covered Benefits provided by Participating Provider.

1.3 Credentialing and Recredentialing means a process to validate the credentials of and approve a Participating Provider for participation in the HELP Program Network.

1.4 Credentialing Criteria means the rules and regulations that govern BCBSMT’s Credentialing and Recredentialing process for the HELP Program. The applicable Credentialing and Recredentialing Criteria will be consistent with the applicable Montana and federal statutes, rules and regulations, including, without limit, the CMS Medicaid requirements for provider screening and enrollment requirements as outlined under 42 Code of Federal Regulations 455 Subpart E, including but not limited to disclosure of information regarding ownership and control, business transactions and persons convicted of crimes, site visits, criminal background checks, federal database checks, enrollment screening based on provider risk category (including unannounced pre and post site visits where applicable).

1.5 Health Plan includes the HELP Program Benefit Plan.

1.6 HELP Program means the DPHHS Montana Health and Economic Livelihood Partnership (HELP) Act Program.

1.7 HELP Program Benefit Plan means all medical and behavioral health benefits covered by the HELP Program.

1.8 HELP Program Network means a Health Care Provider or group of Health Care Providers that have contracted with BCBSMT to provide medical and behavioral services to HELP Program Participants. Participating Provider will be considered as participating in the HELP Program Network only if Participating Provider has signed this Addendum.

1.9 HELP Program Participant means a Member enrolled in the HELP Program.

1.10 Provider Manual means the BCBSMT HELP Program Provider Manual, including HELP Program policies, procedures, and guidelines as set forth in a manual as supplemented by written materials, including BCBSMT Participating Provider correspondence and the BCBSMT website, which may be revised from time to time.

1.11 Member includes a HELP Program Participant.

II. ADDITIONAL TERMS FOR THE HELP PROGRAM NETWORK

2.1 HELP Program. Participating Provider understands and agrees that the HELP Program is a state of Montana DPHHS program administered by BCBSMT. Participating Provider understands and agrees to comply with the Montana and federal statutes, rules and regulations applicable to the HELP Program, as may be amended. Participating Provider understands and agrees that in the event of a conflict between the Montana and federal statutes, rules and regulations, the terms of this Contract or the Provider Manual, the terms of the applicable Montana and federal statutes, rules and regulations shall apply.

2.2 Participating Provider Services. Consistent with sound medical practice and accepted community professional standards for rendering quality medical care, Participating Provider will provide Covered Benefits to Members in accordance with the following:

- (a) Participating Provider will provide Covered Benefits to Members within at least the same time period as provided to other patients. Participating Provider shall assist BCBSMT in monitoring Members' care accessibility. Participating Provider agrees to comply with the following access to care standards:
 - i. A maximum wait time for routine-care appointment with a primary care provider of 45 days;
 - ii. A maximum wait time for urgent care with a primary provider of 2 days;
 - iii. A maximum wait time for routine-care appointment with a specialist of 60 days; and

iv. A maximum wait time for urgent care with a specialist of 4 days.

- (b) Participating Provider shall not discriminate or refuse to accept any Member as a patient on the basis of race, color, religion, sex, age, national origin, health status, political ideas, marital status or medical condition/disability.

2.3 Publicly Financed Program Discrimination. Participating Provider shall furnish Covered Benefits to Members without regard to the Member's enrollment in a publicly financed program of Health Care Services. This does not apply to circumstances in which Participating Provider should not render services because of its lack of training, experience, or skill or because of restrictions on Participating Provider's licensure.

2.4 Appeals. The appeal process for the HELP Program will comply with the applicable Montana and federal statutes, rules and regulations. BCBSMT agrees to provide Participating Provider notice of its appeal rights for any adverse action in accordance with Administrative Rules of Montana 37.5.307, 37.5.310, and 37.5.318, each as amended, as well as any other applicable Montana or federal statute, rule or regulation, as set forth in the Provider Manual.

2.5 Access to Premises. Participating Provider shall provide BCBSMT and the applicable State and federal regulatory entities, or their authorized representatives, the right to enter at all reasonable times the Participating Provider's premises or other places where services under this Agreement are performed to inspect, monitor, or otherwise evaluate the services performed. Participating Provider shall provide reasonable facilities and assistance for the safety and convenience of the persons performing those duties.

2.6 Modifications. Notwithstanding any other term or provision of the Agreement to the contrary, Participating Provider agrees that this Agreement and Addendum will be modified by amendments required by legislative, regulatory (including, but not limited to amendments made to the contract between BCBSMT and DPHHS), or other legal authority. These amendments do not require the consent of BCBSMT or the Participating Provider and will be effective thirty (30) days after written notice is provided to the Participating Provider of the amendment.

2.7 Comply with Laws. Each party agrees to comply with all applicable federal and state laws, including but not limited to statutes, regulations, court decisions and administrative decisions, as now in effect or hereinafter enacted. Such laws include but are not limited to, the Health Insurance Portability and Accountability Act and regulations thereunder, the Mental Health Parity and Addiction Equity Act of 2008, the Montana Insurance Information and Privacy Protection Act, the Montana workers' compensation laws, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, section 504 of the Rehabilitation Act of 1973, and other anti-discrimination laws. Participating Provider agrees to comply with all applicable laws, rules and written policies pertaining to the Montana Medicaid Program, including but not limited to, Title XIX of the Social Security Act, the Code of Federal Regulations (CFR), Montana Code Annotated, the Administrative Rules of Montana, and written DPHHS policies.

III. COMPENSATION

Compensation Schedule for Covered Benefits Provided by Participating Provider for Members whose HELP Program Benefit Plan accesses the HELP Program Network

3.1 Payment in Full.

- (a) Participating Provider shall accept the HELP Program Network Allowable Fee as payment in full for Covered Benefits provided with respect to each Member, in accordance with any applicable laws and regulations. Participating Provider shall collect applicable Copayment amounts as defined in the HELP Program Benefit Plan.
- (b) In accordance with applicable laws and regulations, Participating Provider shall not bill, charge, collect a deposit from, seek remuneration from, or have any recourse against a Member or persons acting on their behalf for Covered Benefits provided under this Agreement except for when collecting the applicable Copayment. This provision applies to, but is not limited to, the following events: (a) nonpayment by the HELP Program; or (b) breach of this Agreement.
- (c) This provision survives the termination of this Agreement for Covered Benefits provided before this Agreement terminates, regardless of the reason for termination. This provision is for the benefit of the Members of a HELP Program Benefit Plan. This provision does not apply to services provided after this Agreement terminates. This provision supersedes any contrary oral or written agreement existing now or entered into in the future between Participating Provider and the Member or person acting on their behalf regarding liability for payment for Covered Benefits.

3.2 Non-Covered Benefits. Participating Provider understands and agrees that BCBSMT will only pay for services covered by this Agreement and the HELP Program Benefit Plan. The HELP Program and BCBSMT will not pay or be responsible for non-covered benefits. Participating Provider Participating Provider agrees that HELP Program Participants will not be charged for the services listed below, unless Participating Provider has obtained an Advance Benefit Notice:

- a) Non-covered;
- b) Experimental;
- c) Unproven;
- d) Investigational;
- e) Covered Benefits that are not Medically Necessary;
- f) Not provided in appropriate settings; and
- g) Those requiring prior authorization or other administrative function for which prior authorization requests were not obtained.

3.3 Advance Benefit Notice. Participating Provider may charge HELP Program Participants for non-covered benefits if the participant signs an Advance Benefit Notice (ABN) before the services are provided. HELP Program Participants are then responsible for payment of the

services. The ABN must (a) identify the proposed services, (b) inform the HELP Program Participant that such services may be deemed by BCBSMT to be non-covered, (c) provide an estimate of the cost to that HELP Program Participant for such services, and (d) that HELP Program Participant agrees in writing in advance of receiving such services to assume financial responsibility for such services. Participating Provider agrees to keep the signed copy of the ABN and to provide it to BCBSMT upon request.

3.4 Payment to Participating Provider when Coordinating Benefits. When coordinating benefits, BCBSMT shall pay, and Participating Provider shall accept as payment in full from BCBSMT, the amount required to be paid by the applicable Montana and federal statutes, rules and regulations. Specific BCBSMT coordination of benefit rules are included in the Provider Manual.

3.5 HELP Program Network. By executing this Addendum, Participating Provider agrees to participate in the BCBSMT HELP Program Network, under the terms and conditions of this Agreement and Addendum, and applicable laws and regulations. Termination of participation in the HELP Program Network set forth in this Addendum does not constitute termination of Participating Provider's participation in other networks or products set forth in the Agreement.

IV. All terms and conditions of this Agreement not specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into and approved by the following undersigned parties.

BLUE CROSS AND BLUE SHIELD OF MONTANA

PARTICIPATING PROVIDER

Monica E. Berner, M.D.
Divisional Senior Vice President and Chief
Medical Officer

Signature of Authorized Representative

Date: _____

Date: _____

PARTICIPATING PROVIDER INFORMATION

Group Name: _____

TAX ID: _____

Address: _____

NPI: _____
