

**AMERIHEALTH CARITAS DISTRICT OF COLUMBIA, INC.**

**DENTAL PROVIDER AGREEMENT**

**With**

**AmeriHealth Caritas District of Columbia, Inc.**  
**DENTAL PROVIDER AGREEMENT**

This Dental Provider Agreement (the “Agreement”), dated as of the Effective Date (defined below), is made by and between **AmeriHealth Caritas District of Columbia, Inc.**, a corporation organized under the laws of the District of Columbia, (hereinafter referred to as (“AmeriHealth Caritas D.C.”) and the Provider (“Provider”) identified on the signature page.

WHEREAS, AmeriHealth Caritas D.C. is a managed care organization that is responsible for providing or arranging for the provision of health care services to its Members; and

WHEREAS, Provider and AmeriHealth Caritas D.C. mutually desire to enter into this Agreement, whereby Provider shall render services to Members enrolled with AmeriHealth Caritas D.C. and be compensated by AmeriHealth Caritas D.C. in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises made herein, it is mutually agreed by and between AmeriHealth Caritas D.C. and Provider as follows:

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**1. DEFINITIONS**

As used in this Agreement, each of the following terms shall have the meaning specified herein, unless the context clearly requires otherwise.

- 1.1 **AFFILIATES.** An Affiliate is any corporation or other organization that is identified as an Affiliate in a written notice to Provider and is owned or controlled, either directly or through parent or subsidiary corporations, by or under common control with, AmeriHealth Caritas D.C. shall give Provider thirty (30) days advance written notice of the addition of Affiliates added under this provision. Unless otherwise specified in this Agreement or any other attachment hereto, references to “AmeriHealth Caritas D.C.” shall include the Affiliates referenced in **Appendix D**.
- 1.2 **AGENCY.** The State and/or Federal governmental agency that administers the Program(s) under which AmeriHealth Caritas D.C. is obligated to provide or arrange for the provision of Covered Dental Services.
- 1.3 **AGENCY CONTRACT.** The contract or contracts between AmeriHealth Caritas D.C. and the Agency, as in effect from time to time, pursuant to which AmeriHealth Caritas D.C. is responsible for coordinating health care services and supplies for Program recipients enrolled with AmeriHealth Caritas D.C.
- 1.4 **CLEAN CLAIM.** A claim for payment for a health care service, which has been received by AmeriHealth Caritas D.C., and that has no defect or impropriety that would prevent its processing without obtaining additional information from Provider or from a third party. A defect or impropriety shall include a lack of required substantiating documentation or a particular circumstance requiring special treatment that prevents timely payment from being made on the claim. Consistent with **42 CFR §447.45(b)**, the term shall not include a claim from a health care provider who is under investigation for fraud or abuse regarding that claim, or a claim under review for medical necessity.

- 1.5 **COVERED DENTAL SERVICES.** Those Medically Necessary dental services and benefits to which Members are entitled pursuant to the Agency Contract as a function of their beneficiary status as a Member of a particular Program. Covered Dental Services to be provided pursuant to this Agreement are defined, for Members of each Program, more specifically in **Appendix A**, and in all instances must satisfy all of the following requirements: (1) provided for or arranged for by a Participating Provider; (2) authorized by AmeriHealth Caritas D.C. in accordance with AmeriHealth Caritas D.C. requirements; and (3) limited to the most professionally recognized standards of dental practice within the applicable service area and applicable policies and procedures of AmeriHealth Caritas D.C. Further detail regarding Covered Dental Services for Members of each Program can be found in the Provider Manual. Covered Dental Services shall be furnished in the amount, duration and scope required under the Program.
- 1.6 **EFFECTIVE DATE.** The later of (i) the effective date on the signature page of this Agreement or (ii) the effective date of the Agency Contract, provided that Provider has been successfully credentialed by AmeriHealth Caritas D.C. and that all required regulatory approvals have been obtained by AmeriHealth Caritas D.C.
- 1.7 **EMERGENCY MEDICAL CONDITION.** Health care services provided to a Member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:
- (a) Placing the health of the Member (or with respect to a pregnant woman, the health of the Member or her unborn child) in serious jeopardy;
  - (b) Serious impairment to bodily functions; or
  - (c) Serious dysfunction of any bodily organ or part.
- 1.8 **EMERGENCY SERVICES.** Covered inpatient and outpatient services that are furnished by a provider that is qualified to furnish these services under 42 C.F.R. Section 438.114(a) and 42 U.S.C. Section 1932(b)(2) and that are needed to screen, evaluate, and stabilize an Emergency Medical Condition.
- 1.9 **GROUP DENTIST.** A dentist who practices with Provider as an employee, partner, shareholder, or contractor.
- 1.10 **MEDICALLY NECESSARY.** Services for individuals that promote normal growth and development and prevent, diagnose, detect, treat, ameliorate the effects of a physical, mental, behavioral, genetic, or congenital condition, injury or disability and in accordance with generally accepted standards of medical practice, including clinically appropriate, in terms of type, frequency, extent, site and duration and considered effective for the Member's illness, injury, disease, or physical or mental health condition. A service is medically necessary if a physician or other treating health provider, exercising prudent clinical judgment, would provide or order the service for a Member for the purpose of evaluating, diagnosing or treating illness, injury, disease, physical or mental health conditions, or their symptoms, and the provision of the service is in compliance with s. 1905(a) of the Social Security Act §1396d(a), to correct or ameliorate defects and physical and mental illnesses and conditions discovered by the screening services, whether or not such services are covered under the State Plan. Medically Necessary services shall be: (a) no more restrictive than those used in the Medicaid program, including quantitative and non-quantitative treatment limits, as indicated in District statutes and regulations, the State Plan, and other District

policy and procedures; (b) for Members under age twenty-one (21) are services and benefits that promote normal growth and development and prevent, diagnose, detect, treat, ameliorate the effects of a physical, mental, behavioral, genetic, or congenital condition, injury, or disability; (c) provided in accordance with generally accepted standards of medical practice; and (d) not primarily for the convenience of the Member or treating physician, or other treating healthcare providers, and more cost effective than an alternative service or sequence of services, and at least as likely to produce equivalent therapeutic or diagnostic results with respect to the diagnosis or treatment of that Members' illness, injury, disease or physical or mental health condition. (Agency Contract §§C.3.151, C.5.30.8.1 – C.5.30.8.5),

- 1.11 **MEMBER.** An individual that is eligible for a Program and who has enrolled in AmeriHealth Caritas D.C. under the Program.
- 1.12 **MEMBER APPEAL PROCEDURES.** The written procedures describing AmeriHealth Caritas D.C.'s standards for the prompt resolution of Member problems, grievances and appeals, as described in the Provider Manual.
- 1.13 **PARTICIPATING PROVIDER.** A physician duly licensed to practice medicine in the District of Columbia, or a dentist duly licensed to practice dentistry in the District of Columbia, or a licensed, appropriately supervised allied health professional, in any case who is participating in or eligible to participate in the District of Columbia Medicaid program, and who has entered into, or who is recognized by AmeriHealth Caritas D.C. as a member of a group which has entered into, an agreement with AmeriHealth Caritas D.C. to provide medical or dental services to Members under the Program.
- 1.14 **PRIMARY CARE DENTIST.** A duly licensed dentist, or group thereof, who has been successfully credentialed by, and is a Participating Provider with AmeriHealth Caritas D.C., and who is responsible for the supervision, coordination, and provision of primary care dental services to Members who have selected, or have been assigned to, that provider. The Primary Care Dentist also is responsible for initiating any required referrals for specialty dental care needed by a Member and maintaining overall continuity of a Member's dental care.
- 1.15 **PROGRAM.** (a) The Alliance Program is a public program designed to provide medical assistance to needy District residents who are not eligible for federally-financed Medicaid benefits. The Alliance Program provides comprehensive coverage of health care services for eligible residents of the District. (b) The District of Columbia Healthy Family Programs (DCHFP) is the District's combination of the Medicaid program and the Children's Health Insurance Program (CHIP). (c) The Immigrant Children's Program (ICP) is, in accordance with 29 DCMR §57A00, a health coverage program that is offered to children under age twenty-one (21), who are not eligible for Medicaid due to citizenship or immigration status who meet the income guidelines as determined by the Economic Security Administration (ESA).
- 1.16 **PROVIDER MANUAL.** The AmeriHealth Caritas D.C. manual of standards, policies, procedures and corrective actions together with amendments or modifications AmeriHealth Caritas D.C. may adopt from time to time. The Provider Manual is herein incorporated by reference and made part of this Agreement. The Provider Manual may be amended or modified by AmeriHealth Caritas D.C. from time to time in accordance with Section 4.8 herein below.
- 1.17 **QUALITY MANAGEMENT PROGRAM.** An ongoing review process and plan which functions to define, monitor, review, and recommend corrective action for managing and improving the quality of health care services to Members.

- 1.18 **SPECIALTY CARE PROVIDER.** A duly licensed physician or dentist who has been successfully credentialed by AmeriHealth Caritas D.C. and who has entered into an agreement to provide specialty medical or dental care to Members in accordance with the referral and preauthorization requirements of the Provider Manual.
- 1.19 **SPECIALTY DENTAL SERVICES.** Oral surgery, endodontics, prosthetics and orthodontics, and any additional services specified as “Specialty Care Dental Services” in the Provider Manual, as updated and amended from time to time.
- 1.20 **UTILIZATION MANAGEMENT PROGRAM.** A process of review of the medical necessity, appropriateness and efficiency of health care services, procedures, equipment, supplies, and facilities rendered to Members.

## 2. SERVICES:

- 2.1 Provider agrees to provide and cause its Group Dentists to provide, as applicable, (i) Covered Dental Services to Members who have selected, or are otherwise assigned to, Provider as their Primary Care Dentist, and (ii) Specialty Dental Services to Members who have been referred to Provider. Covered Dental Services shall be provided in accordance with the terms of this Agreement and AmeriHealth Caritas D.C. referral, preauthorization and other Utilization Management Program polices as described in the Provider Manual, other than Emergency Services, which will be provided as needed. Provider will refer Members to providers participating in the AmeriHealth Caritas D.C. network whenever Provider is unable to provide Medically Necessary services and/or when consistent with sound medical judgment and accepted standards of care. Provider and Group Dentists shall provide such services in the same manner and with the same availability as services provided to other patients without regard to reimbursement and shall further provide these services in accordance with the clinical quality of care and performance standards which are professionally recognized as industry practice and/or otherwise adopted, accepted or established by AmeriHealth Caritas D.C.
- 2.2 Provider will deliver office-based medical services to Members only at those office locations set forth in **Appendix B** hereto as such appendix is modified from time to time by mutual agreement of the parties. Provider shall notify AmeriHealth Caritas D.C. at least sixty (60) days prior to making any addition or change to office locations.
- 2.3 Primary Care Dentists shall accept as patients those Members who have selected or have been assigned to Provider, and Specialty Care Providers shall accept as patients those Members who have been referred to Provider, in either case without regard to the health status or medical condition of such Members. Primary Care Dentists may decline to accept additional Members (excluding persons already in Provider’s practice that enroll in AmeriHealth Caritas D.C.) by giving AmeriHealth Caritas D.C. written notice of such intent ninety (90) days in advance of the effective date of such closure. Provider agrees to accept any Members selecting the Primary Care Provider’s practice during the ninety (90) day notice period.
- 2.4 Provider shall provide AmeriHealth Caritas D.C. with complete and accurate statements of all Covered Dental Services provided to Members in conformance with AmeriHealth Caritas D.C. billing procedures, including without limitation, use of complete applicable diagnosis, procedure and revenue codes. AmeriHealth Caritas D.C. will not be liable for any bills relating to services that are submitted the later of: (a) after twelve (12) months from the date the services were provided (consistent with **42 CFR §447.45(d)**), or (b) after sixty (60) days of the date of the Explanation of Benefits from another payor when services are first billed by Provider to another

payor. Any appeal or request for adjustment of a payment by Provider must be made in accordance with applicable provisions of the Provider Manual and AmeriHealth Caritas D.C. policies and procedures and, in any case, must be received by AmeriHealth Caritas D.C. within sixty (60) days of the original payment or denial. Provider may not bring legal action on claims which have not been appealed through the appeal mechanisms described herein.

Encounter Data and Other Reports. Provider shall deliver all reports and clinical information required to be submitted to AmeriHealth Caritas D.C. pursuant to this Agreement for reporting purposes, including but not limited to encounter data, Healthcare Effectiveness Data and Information Set (HEDIS), Agency for Healthcare Research and Quality (AHRQ), and EPSDT data in a format which will allow AmeriHealth Caritas D.C. to transmit required data to the Agency electronically and in a format identical to or consistent with the format used or otherwise required by AmeriHealth Caritas D.C. and the Agency. Provider shall submit this information to AmeriHealth Caritas D.C. within the time frames set forth in the Provider Manual or as otherwise required by the Agency. Provider shall submit all encounter data to the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims by AmeriHealth Caritas D.C.

- 2.5 In accordance with AmeriHealth Caritas D.C. policies and procedures, only successfully credentialed Participating Providers may provide Covered Dental Services to Members under this Agreement.

### 3. COMPENSATION:

- 3.1 AmeriHealth Caritas D.C. shall pay Provider for Covered Dental Services provided to Members pursuant to the terms of this Agreement. AmeriHealth Caritas D.C. shall have the right to offset claims payments to Provider by any amount owed by Provider to AmeriHealth Caritas D.C., following at least thirty (30) days' written notice. Notwithstanding the foregoing, Provider shall not be entitled to reimbursement if the Member was not eligible at the time services were rendered, and AmeriHealth Caritas D.C. may immediately recover any amounts paid for services rendered to an ineligible recipient.
- 3.2 AmeriHealth Caritas D.C. agrees to pay Provider the amount set forth in **Appendix C** for Covered Dental Services rendered by Provider to Members. Provider understands and agrees that any payments AmeriHealth Caritas D.C. makes directly or indirectly to Provider under this Agreement shall not be made as an inducement to reduce, limit, or delay Medically Necessary Covered Dental Services to any Member. Except as may be otherwise specifically set forth in **Appendix C**, in no event will AmeriHealth Caritas D.C.'s payment exceed submitted charges. Provider recognizes and accepts the fees set forth in **Appendix C** as payment in full, and no additional charges will be made by Provider to AmeriHealth Caritas D.C. for Covered Dental Services provided hereunder.
- 3.3 Under no circumstances, including AmeriHealth Caritas D.C.'s failure to pay for Covered Dental Services, termination of this Agreement, or the insolvency of AmeriHealth Caritas D.C., will Provider or any Group Dentist bill or collect from, or make any charges or claims against any Member directly or indirectly for Covered Dental Services authorized by AmeriHealth Caritas D.C., except for authorized co-payments, co-insurance and/or deductible. Provider and Group Dentists shall look only to AmeriHealth Caritas D.C. for compensation for Covered Dental Services. Provider shall not deny Covered Dental Services to a Member in the event that a Member is unable to pay any authorized co-payment amounts. **42 CFR §447.15.**

- 3.4 Provider may directly bill Members for non-Covered Dental Services if the Member is advised in writing before the service is rendered of: (i) the nature of the service(s) to be rendered; (ii) that AmeriHealth Caritas D.C. does not cover the services; and (iii) that the Member will be financially responsible for the services if the Member elects to receive the services. Furthermore, Provider shall hold harmless AmeriHealth Caritas D.C. for any claim or expense arising from such services.
- 3.5 AmeriHealth Caritas D.C. shall pay all Clean Claims for Covered Dental Services in accordance with applicable laws, regulations and Agency requirements; and AmeriHealth Caritas D.C. will in any event meet the claim payment timeframes required under **42 CFR §447.45(d)**. AmeriHealth Caritas D.C. will establish payment policies, including but not limited to the application of claim edits. In its processing of claims, AmeriHealth Caritas D.C. will apply claim edits based on sources that include CMS and state-specific policy, as set forth in the Provider Manual.

#### **4. ADMINISTRATION:**

- 4.1 Throughout the term of this Agreement, Provider and all Group Dentists shall: (a) have and maintain, without restriction, all licenses, certificates, registrations and permits as are required under applicable State and federal statutes and regulations to provide the Covered Dental Services furnished by Provider and/or other related activities delegated by AmeriHealth Caritas D.C. under this Agreement. Provider shall obtain a unique identifier (national provider identifier) in accordance with the system established under Section 1173(b) of the Social Security Act, submit such identifier number to AmeriHealth Caritas D.C., and include such identifier on all claims. At all times during the term of this Agreement, Provider shall be eligible for participation in the District of Columbia Medicaid program; and, if required by the District of Columbia Medicaid program as a condition of furnishing services to District of Columbia Medicaid recipients, Provider shall participate in the District of Columbia Medicaid program. To the extent that Covered Dental Services are furnished to Medicare beneficiaries under this Agreement, Provider shall also participate in the Medicare program. Provider shall ensure that all services provided pursuant to this Agreement are within the Provider's and, if applicable, Group Dentists' scope of professional responsibility.
- 4.2 During the term of this Agreement and in the event of termination of this Agreement for any reason, Provider and its Group Dentists will fully cooperate with each Member and with AmeriHealth Caritas D.C. in arranging for the transfer of copies of Member dental or medical records to other Participating Providers.
- 4.3 Record Maintenance, Inspection, Reporting and Auditing.
- (a) Record Retention. As required by **42 CFR 434.6(a)(7)** and otherwise in accordance with the standards of AmeriHealth Caritas D.C., Provider and Group Dentists shall maintain an adequate record system for recording services, service providers, charges, dates and all other commonly required information elements for services rendered to Members pursuant to this Agreement (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under this Agreement and the Agency Contract).
- (b) All records originated or prepared in connection with Provider's performance of its obligations under this Agreement will be retained and safeguarded by Provider in accordance with the terms and conditions of the Agency Contract and other relevant State and federal law. Provider agrees to retain all financial and programmatic records, supporting documents, statistical records and other records of Members relating to the

delivery of care or service under the Agency Contract and as further required by the Agency, for a period of no less than ten (10) years from the expiration date of the Agency Contract, including any contract extension(s). If any audit, litigation, claim, or other actions involving the records have been initiated prior to the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the ten (10) year period, whichever is later. If Provider stores records on microfilm or microfiche or other electronic means, Provider agrees to produce, at its expense, legible hard copy records promptly upon the request of state or federal authorities.

- (c) Dental/Medical Record Maintenance. Provider shall ensure that all dental/medical records are in compliance with the record keeping requirements set forth in the Provider Manual, the Agency Contract and Agency guides. Provider shall maintain up-to-date dental/medical records at the site where dental/medical services are provided for each Member enrolled under this Agreement. Each Member's record must be accurate, legible and maintained in detail consistent with good dental and professional practice which permits effective internal and external quality review and/or medical audit and facilitates an adequate system of follow-up treatment.
  - (d) AmeriHealth Caritas D.C. shall be entitled to audit, examine and inspect Provider's books and records, including but not limited to dental/medical records, financial information and administrative information pertaining to Provider's relationship with AmeriHealth Caritas D.C., at any time during normal business hours, upon reasonable notice. Provider agrees to provide AmeriHealth Caritas D.C., at no cost to AmeriHealth Caritas D.C., with such dental/medical, financial and administrative information, and other records as may be necessary for AmeriHealth Caritas D.C. to meet its obligations related to the Agency Contract and other regulatory obligations, Utilization Management Program and Quality Management Program standards, including NCQA standards, and other relevant accreditation standards which AmeriHealth Caritas D.C. may require of AmeriHealth Caritas D.C. participating providers.
- 4.4. Whether announced or unannounced, Provider agrees to, and shall cause its Group Dentists to, cooperate with, participate in, and abide by internal or external quality assessment reviews, Member Appeal Procedures, Utilization Management Program procedures, and Quality Management Program procedures established by AmeriHealth Caritas D.C., and to follow practice guidelines as described in the Provider Manual, the Agency Contract and the applicable Program manuals. Provider shall permit a representative of AmeriHealth Caritas D.C., or its designee, to review medical records concurrently as well as retrospectively. Provider shall provide copies of such medical records, either in paper or electronic form, to AmeriHealth Caritas D.C. or its designee upon request. The Utilization Management and Quality Management Programs are described in the Provider Manual.
- 4.5 Provider authorizes AmeriHealth Caritas D.C. to include Provider's and its Group Dentists' name(s), address(es), telephone number(s), medical specialty(ies), hospital affiliations, and other similar information relevant to Provider and/or Group Dentists, Provider's operations and its staff in the AmeriHealth Caritas D.C. provider directory and in various marketing materials identifying Provider and/or Group Dentists as a provider(s) of services to Members. Provider agrees to afford AmeriHealth Caritas D.C. the same opportunity to display brochures, signs, or advertisements in Provider's office(s) as Provider affords any other insurance company or other third party payor.



4.6 While both parties support Provider's open and active communication with Members concerning Medically Necessary services, available treatment alternatives, benefit coverage information and/or any other information pertaining to the provider-patient relationship, neither Provider nor any of its Group Dentists shall, during the term of this Agreement, and any renewal thereof, solicit or require any Member, either orally or in writing, to subscribe to or enroll in any managed care plan other than AmeriHealth Caritas D.C. The provisions of this **Section 4.6** shall similarly apply to Provider's employees, agents and/or contractors (including all Group Dentists).

4.7 Provider shall cooperate with AmeriHealth Caritas D.C. in the identification of other sources of payment available to Members, such as other health insurance, government programs, liability coverage, motor vehicle coverage or worker's compensation coverage, as applicable. Provider shall be responsible for reporting all applicable third party resources to AmeriHealth Caritas D.C. in a timely manner.

Provider will cooperate with AmeriHealth Caritas D.C. in coordinating benefits with other payors in accordance with coordination of benefits claim processing rules and requirements outlined in the Provider Manual, the Agency Contract and applicable Program manuals, as amended from time to time. Provider will make a reasonable attempt to determine whether any other payor has primary responsibility for the payment of a claim for services that Provider rendered to a Member and bill that payor before billing AmeriHealth Caritas D.C. Unless otherwise prohibited by applicable law, AmeriHealth Caritas D.C. retains the right to recover payments made to Provider if AmeriHealth Caritas D.C. determines that another payor is primarily responsible for all or a portion of the claim.

4.8 AmeriHealth Caritas D.C. shall furnish or otherwise make available to Provider a copy of the Provider Manual, as amended from time to time. Provider Manual updates will become effective thirty (30) days from the date of notification, unless otherwise specified in writing by AmeriHealth Caritas D.C.

4.9 AmeriHealth Caritas D.C. shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction, where necessary, to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which the Provider practices and/or the standards established by AmeriHealth Caritas D.C., the Agency, or their respective designees. Provider shall cooperate with and abide by any corrective action plan initiated by AmeriHealth Caritas D.C. and/or required by the Agency or any other State or federal regulatory agency with governing authority over the services provided under this Agreement.

4.9 Provider agrees that to the extent penalties, fines or sanctions are assessed against AmeriHealth Caritas D.C. by the Agency or another regulatory agency with governing authority over the services provided under this Agreement as a result of Provider's or any Group Dentist's failure to comply with their respective obligations under this Agreement, including but not limited to, failure or refusal to respond to the Agency's request for medical records, credentialing information, and other information required to be provided under this Agreement, Provider shall be responsible for the immediate payment of such penalties, fines or sanctions. In the event such payment is not made in a timely manner to AmeriHealth Caritas D.C., AmeriHealth Caritas D.C. shall have the right to offset claims payments to Provider by the amount owed by Provider to AmeriHealth Caritas D.C.

4.10 Provider will assist AmeriHealth Caritas D.C. in providing orientation services to Provider staff, to the extent AmeriHealth Caritas D.C. may reasonably request.

4.11 Fraud and Abuse. Provider recognizes that payments made by AmeriHealth Caritas D.C. pursuant to this Agreement are derived from federal and State funds, and acknowledges that it may be held civilly and/or criminally liable to AmeriHealth Caritas D.C. and/or the Agency, in the event of non-performance, misrepresentation, fraud or abuse for services rendered to Members, including but not limited to, the submission of false claims/statements for payment by Provider, its employees or agents. Provider shall be required to comply with all policies and procedures as developed by AmeriHealth Caritas D.C. and the Agency, including but not limited to the requirements set forth in the Provider Manual and the Agency Contract, for the detection and prevention of fraud and abuse. Such compliance may include, but not be limited to, referral of suspected or confirmed fraud or abuse to AmeriHealth Caritas D.C.

4.12 Provider Protections.

- (a) AmeriHealth Caritas D.C. shall not exclude or terminate Provider or a Group Dentist from AmeriHealth Caritas D.C.'s provider network because the Provider or Group Dentist advocated on behalf of a Member including in the context of a utilization management appeal or another dispute with AmeriHealth Caritas D.C. over appropriate medical care, provided that such advocacy is consistent with the degree of learning and skill ordinarily possessed by a health care provider practicing in accordance with the applicable standard of care.
- (b) Provider shall not be excluded or terminated from participation with AmeriHealth Caritas D.C. due to the fact that the Provider may have a practice that includes a substantial number of patients with expensive medical conditions.
- (c) Provider shall not be excluded from participation, nor shall this Agreement be terminated, because Provider objects to the provision of or refuses to provide a healthcare service on moral or religious grounds.

**5. PROFESSIONAL LIABILITY INSURANCE/ADVERSE ACTIONS:**

5.1 Provider, at his/her sole expense, shall provide professional liability, comprehensive general liability, and medical malpractice insurance coverage (including coverage for vicarious liability, if any, for the acts of employees, agents and representatives of Provider (including without limitation all Group Dentists)) upon execution of this Agreement and at all times during the term of this Agreement, as follows:

- (a) Amounts and extent of such insurance coverage as deemed necessary by AmeriHealth Caritas D.C. to insure against any claim or claims for damages arising by reason of personal injury or death occasioned, directly or indirectly, in connection with Provider's performance of any service pursuant to this Agreement; in no event shall such coverage be less than the amounts required by law.
- (b) Provider shall provide AmeriHealth Caritas D.C. with written verification of the existence of such coverage upon execution of this Agreement and as otherwise requested by AmeriHealth Caritas D.C. throughout the term of the Agreement, which may include providing copies of face sheets of such coverage. Provider shall notify AmeriHealth Caritas D.C. reasonably in advance of any change or cancellation of such coverage.

5.2 Provider shall immediately notify AmeriHealth Caritas D.C. in writing, by certified mail, of any written or oral notice of any adverse action, including, without limitation, litigation, investigation, complaint, claim or transaction, regulatory action or proposed regulatory action, or other action

naming or otherwise involving Provider or a Group Dentist, or any other event, occurrence or situation which may reasonably be considered to have a material impact on Provider's or a Group Dentist's ability to perform Provider's duties or obligations under this Agreement. Provider also shall immediately notify AmeriHealth Caritas D.C. of any action against any applicable license, certification or participation under Title XVIII or other applicable provision of the Social Security Act or other State or federal law, State and/or DEA narcotic registration certificate, or medical staff privileges at any facility, and of any material change in the ownership or business operations of Provider or a Group Dentist. All notices required by this Section 5.2 shall be furnished as provided in Section 10.6 of this Agreement.

- 5.3 Provider agrees to defend, indemnify and hold harmless AmeriHealth Caritas D.C. and its officers, directors and employees from and against any and all claims, costs and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Provider, the negligent or willful misconduct of Provider and/or Provider's employees, agents and representatives (including without limitation Group Dentists), and from and against any death, personal injury or malpractice arising in connection with the performance of any services by the Provider and all Group Dentists in connection with this Agreement. This section shall survive the termination or expiration of this Agreement for any reason.

AmeriHealth Caritas D.C. agrees to defend, indemnify and hold harmless Provider and its officers, directors and employees from and against all claims, costs and liabilities (including the fees and expenses of counsel) as a result of AmeriHealth Caritas D.C.'s breach of this Agreement or the negligent or willful misconduct of AmeriHealth Caritas D.C. and/or AmeriHealth Caritas D.C.'s employees, agents and representatives in connection with AmeriHealth Caritas D.C.'s performance under this Agreement. This section shall survive the termination or expiration of this Agreement for any reason.

## **6. CONFIDENTIALITY:**

AmeriHealth Caritas D.C. and Provider shall each comply with all applicable State and federal laws respecting the confidentiality of the medical, personal or business affairs of Members acquired in the course of providing services pursuant to this Agreement. Each party shall maintain as confidential and shall not disclose to third parties financial, operating, proprietary or business information relating to the other party which is not otherwise public information. The payment rates in this Agreement are confidential and proprietary and shall not be disclosed by either party. However, nothing herein shall prohibit either party from making any disclosure or transmission of information to the extent that such disclosure or transmission is required by CMS or an applicable state regulatory agency, or is necessary or appropriate to enable the disclosing party to perform its obligations or enforce its rights under this Agreement, or is required by law or legal process. Should disclosure be required by law or legal process, the disclosing party shall immediately notify the other party of the disclosure.

## **7. COOPERATION; RESOLUTION OF DISPUTES:**

- 7.1 Cooperation. To the extent compatible with separate and independent management of each, AmeriHealth Caritas D.C. and Provider shall at all times maintain an effective liaison and close cooperation with each other to provide maximum benefits to Members at the most reasonable cost consistent with high standards of care. AmeriHealth Caritas D.C. and Provider shall use best efforts to exchange information regarding material matters directly or indirectly related to this Agreement.

7.2 Resolution of Disputes. AmeriHealth Caritas D.C. and Provider shall both fully cooperate in resolving any and all controversies among or between said parties, their employees, agents, or representatives pertaining to their respective duties under this Agreement. Such disputes shall be submitted for resolution in accordance with the provider appeal procedures as referenced in the Provider Manual and AmeriHealth Caritas D.C. policies and procedures. Neither AmeriHealth Caritas D.C. nor Provider shall permit a dispute between the parties to disrupt or interfere with the provision of services to Members.

## **8. TERM; TERMINATION:**

8.1 The term of this Agreement shall commence as of the Effective Date and, unless earlier terminated in accordance herewith, shall continue for an initial one (1) year term. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless the Agreement is terminated pursuant to this Section 8 as set forth herein.

8.2 Either party may terminate this Agreement at the end of the initial term or at any time thereafter by providing the other party with at least ninety (90) days prior written notice of its intention to terminate this Agreement. The effective date of termination will be on the first of the month following the expiration of the notice period.

8.3 Either party may terminate this Agreement for cause due to a material breach by giving ninety (90) days' prior written notice. The notice of termination for cause will not be effective if the breaching party cures the breach within the first sixty (60) days of the ninety (90) day notice period. In the event that the breaching party does not cure the breach within the sixty (60) day period, the effective date of termination will be the first of the month following the expiration of the ninety (90) day notice period.

8.4 Termination of this Agreement for any reason, including without limitation the insolvency of AmeriHealth Caritas D.C., shall not release Provider from his or her obligations to serve Members when continuation of a Member's treatment is Medically Necessary.

8.5 In the event any change in federal or State laws, rules and regulations or the District of Columbia Medicaid Program or the Medicare Advantage program would have a material adverse impact on either AmeriHealth Caritas D.C. or Provider in connection with the performance of this Agreement (the "Mandated Changes") such that the basis for the financial bargain of this Agreement is undermined, then the affected party shall have the right to require the other, by written notice, to enter into negotiations regarding the affected or pertinent terms of this Agreement while still maintaining the original Agreement purposes. If renegotiated, such terms shall become effective no later than thirty (30) days after the parties have reached agreement on the renegotiated terms. The parties agree to make a good faith attempt to renegotiate the Agreement to the extent necessary to comply with any Mandated Changes. If, after good faith renegotiations, the parties fail to reach an agreement satisfactory to both parties within thirty (30) days of the request for renegotiation, the party requesting such renegotiation may terminate this Agreement upon ninety (90) days prior written notice to the other party.

8.6 Notwithstanding the above, AmeriHealth Caritas D.C. may terminate this Agreement immediately in the event any of the following occur:

- (a) If Provider (or, if Provider is a group, any Group Dentist) or a person with an ownership or control interest in Provider is expelled, disciplined, barred from participation in, or suspended from receiving payment under any state's Medicaid program, Children's Health

Insurance Program (CHIP), the Medicare Program under Section 1128 or 1128A of the Social Security Act or any other federal health care program.

- (b) If Provider (or, if Provider is a group, any Group Dentist) is debarred, suspended or otherwise excluded from procurement or non-procurement activities under the Federal Acquisition Regulations.
- (c) If Provider (or, if Provider is a group, any Group Dentist) is convicted of any felony or of any crime related to the practice of medicine.
- (d) Upon the loss or suspension of the Provider's professional liability coverage set forth under Section 5 of this Agreement.
- (e) The suspension or revocation of Provider's license or other certification or authorization necessary for Provider to render Primary Care Services and/or Specialty Dental Services, as applicable, or upon AmeriHealth Caritas D.C.'s reasonable determination that the health, safety or welfare of any Member may be in jeopardy if this Agreement is not terminated.
- (f) If Provider (or, if Provider is a group, any Group Dentist) fails to satisfy any or all of the credentialing requirements of AmeriHealth Caritas D.C. or fails to cooperate with or abide by the Quality Management Program.
- (g) If Provider (or, if Provider is a group, a Group Dentist) breaches a material provision of this Agreement or is engaged in any conduct which would injure the business of AmeriHealth Caritas D.C.

8.7 With respect to a Group Dentist, if AmeriHealth Caritas D.C. decides to suspend or terminate the Agreement, AmeriHealth Caritas D.C. shall give the Group Dentist written notice, to the extent required under CMS regulations, of the reasons for the action, including, if relevant, the standards and the profiling data the organization used to evaluate the Group Dentist and the numbers and mix of Participating Providers AmeriHealth Caritas D.C. needs. Such written notice shall also set forth the Group Dentist's right to appeal the action and the process and timing for requesting a hearing.

8.8 Upon termination of this Agreement for any reason, AmeriHealth Caritas D.C. shall notify affected Members of the termination of Provider (or, if Provider is a group, any Group Dentist) in accordance with the notification requirements under **42 C.F.R. §422.111(e)**. Regardless of the reason for termination, Provider shall promptly supply to AmeriHealth Caritas D.C. all information necessary for the reimbursement of outstanding claims. **42 CFR 434.6(a)(6)**.

## **9. PROGRAM REQUIREMENTS:**

Attached hereto and incorporated herein by reference is **Schedule 9**, setting forth such terms and conditions as are necessary to meet State and Federal statutory and regulatory requirements, and other Agency requirements, of the Program. **Schedule 9** is consecutively sub-numbered as necessary for each Program under which Provider is furnishing services under this Agreement. Provider acknowledges that the specific terms as set forth in **Schedule 9** are subject to amendment in accordance with federal and/or State statutory and regulatory changes to the Program. Such amendment shall not require the consent of the Provider or AmeriHealth Caritas D.C. and will be effective immediately on the effective date thereof, as set forth in

Section 10.3. In the event of a conflict between the terms of this Provider Agreement and the requirements set forth in **Schedule 9**, **Schedule 9** shall control.

## 10. MISCELLANEOUS:

- 10.1 It is understood that Provider is an independent contractor and in no way is Provider to be considered an employee, agent, or representative of AmeriHealth Caritas D.C. It is further understood that Provider provides specified services to Members in exchange for an agreed upon fee. This Agreement shall not create, nor be deemed or construed to create any relationship between AmeriHealth Caritas D.C. and Provider other than that of independent contractors, contracting with each other solely for the purpose of performing this Agreement and each party shall be liable solely for their own activities and neither AmeriHealth Caritas D.C. nor Provider shall be liable to any third party for the activities of the other party to this Agreement.
- 10.2 This Agreement, being for the purpose of retaining the professional services of Provider, shall not be assigned, subcontracted, or delegated by Provider without the express written consent of AmeriHealth Caritas D.C.
- 10.3 No alterations or modifications of the terms of this Agreement shall be valid unless such alterations or modifications are incorporated into the Agreement through a written amendment, signed by both parties hereto, and attached to this Agreement; provided, however, AmeriHealth Caritas D.C. may amend this Agreement with 30 days' notice to Provider via a(n) AmeriHealth Caritas D.C. bulletin or other written communication provided in accordance with the notice provisions in Section 10.6, and unless Provider notifies AmeriHealth Caritas D.C., as applicable, of any objection, such amendment shall then take effect. Any amendment to this Agreement subject to prior regulatory approval(s) shall be effective once such regulatory approval(s) has been received.
- Notwithstanding the foregoing, amendments required because of legislative, regulatory or governmental agency requirements do not require the consent of Provider or AmeriHealth Caritas D.C. and shall be effective immediately on the effective date thereof. This Agreement remains subject to the approval of the District of Columbia, and may be amended by AmeriHealth Caritas D.C. to comply with any requirements of the District of Columbia. Provider acknowledges that all Agency requirements, as may be amended from time to time, are incorporated to this Agreement.
- 10.4 This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the District of Columbia.
- 10.5 This Agreement and its exhibits, appendices, schedules, addenda or other attachments constitute the entire understanding and agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof including, but not limited to, any such agreement which may have been previously executed between Provider and AmeriHealth Caritas D.C. or any of its Affiliates relating to the provision of Covered Dental Services under the Program. In the event of a conflict between the terms of this Agreement and the Provider Manual, the terms of the later document shall control.
- 10.6 Written notices to be given hereunder shall be sent by Certified Mail, Return Receipt Requested, or by an overnight delivery service which provides a written receipt evidencing delivery to the address set forth by the party, or by confirmed facsimile followed by written notice through the U.S. postal service. All notices called for hereunder shall be effective upon receipt.

If to Provider: With a

copy to:

If to AmeriHealth Caritas District of Columbia, Inc.:

AmeriHealth Caritas District of Columbia  
1250 Maryland Avenue SW, Suite 500  
Washington, D.C. 20024  
ATTN: Dental Contracts

With a copy to: General Counsel  
AmeriHealth Caritas  
200 Stevens Drive  
Philadelphia, PA 19113

- 10.7 Both parties agree that there shall be no discrimination in the performance of this Agreement against any patient or other person as the result of that individual's race, color, religion, gender, sexual orientation, handicap, age, national origin, source of payment, or any other basis prohibited by law.
- 10.8 The failure of any of the parties to insist upon strict performance of any of the terms of this Agreement shall not be deemed a waiver of any of their respective rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in any of the terms contained in this Agreement.
- 10.9 In the event that any provision under this Agreement is declared null or void, for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
- 10.10 The parties will use reasonable care and due diligence in performing this Agreement. Provider will be solely responsible for the services provided under this Agreement.
- 10.11 All captions contained in this Agreement are solely for the convenience of the parties hereto and shall not be deemed part of the content of this Agreement.
- 10.12 All terms used in this Agreement are deemed to refer to the masculine, feminine, neuter, singular or plural as the content may require.
- 10.13 Non-Discrimination. Provider shall comply with (i) Title VI of the Civil Rights Act of 1964 and the rules, regulations, and order; (ii) the Rehabilitation Act of 1973 and the rules, regulations, and orders thereunder; (iii) the Americans With Disabilities Act of 1990 and the rules, regulations, and orders thereunder; and (iv) any and all applicable laws, rules and regulations prohibiting discriminatory practices. Furthermore, in accordance with Title VI of the Civil Rights Act of 1964 and the rules, regulations and orders thereunder, Provider shall take adequate steps to ensure that Members with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Agreement (see 42 U.S.C. 2000d et seq. and 45 C.F.R. Part 80, 2001 as amended).
- 10.14 No Offshore Contracting. No Covered Dental Services under this Agreement may be performed outside of the United States without AmeriHealth Caritas D.C.'s prior written consent. In addition, Provider will not hire any individual to perform any services under this Agreement if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto, each by its officers duly authorized, hereby affix their hands and seals as of the date written below.

**PROVIDER**

**AMERIHEALTH DISTRICT OF COLUMBIA, INC.**

\_\_\_\_\_  
Print Name as shown on W9

\_\_\_\_\_  
Signature

Karen Dale, Market President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
National Provider ID Number

\_\_\_\_\_  
Effective Date of the Agreement

\_\_\_\_\_  
Medical Assistance ID Number

\_\_\_\_\_  
Group Tax ID Number

\_\_\_\_\_  
Date

**Assignment of Payment**  
*(applicable to Group Dentist only):*

**By signing below, Provider hereby assigns and transfers all Provider's right to and interest in compensation payable by AHDC pursuant to this Agreement to the party identified below, and Provider therefore directs AHDC to pay such compensation to said party:**

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Name of Group



**APPENDIX A**

**COVERED DENTAL SERVICES**

In the Provider’s capacity as a Dental Care Provider, the Provider shall provide Covered Dental Services to Members who have selected or been assigned to the Provider as their Dental Care Provider.

Covered Dental Services include the scope of services for which a Member is eligible under the District of Columbia Medical Assistance program according to his/her category of assistance, as follows:

**Medicaid Members**

<b>Category of Assistance</b>	<b>Covered Dental Services*</b>
Members under age 21	All Medically Necessary dental services covered by the District of Columbia Medical Assistance (MA) Program
Members 21 years of age or older – Categorically Needy	All Medically Necessary dental services covered by the MA Program, including diagnostic (exam & X-rays), preventive (prophylaxis), restorations (amalgams and composite restorations), extractions and other types of oral surgery), complete and partial dentures, root canals and crowns
Members 21 years of age or older – Medically Needy Only	Dental services provided as palliative treatment or for a condition that requires services to be provided in a short procedure unit (SPU), ambulatory surgical center (ASC) or inpatient hospital
Members in nursing homes and ICF-MR facilities	Same coverage as adults

**Alliance Members**

<b>Category of Assistance</b>	<b>Covered Dental Services*</b>
Individuals ages twenty-one (21) or older	Dental exams every six (6) months; Simple and complex surgical extractions; Emergency care; Fillings; Cleaning and fluoride treatments every six (6) months; Space maintainers (partial dentures) when Medically Necessary; X-rays; Dentures (one new set every five (5) years) and denture repair; and Oral surgery

*\*Except for the MA Fee set forth in the MA Program Dental Fee Schedule, ACDC applies all other payment policies, limits and payment rules as in effect from time to time under the District of Columbia MA Program.*

**APPENDIX B**

**PROVIDERS AND OFFICE  
LOCATIONS COVERED BY  
AGREEMENT**

**PRIMARY/SPECIALTY CARE PROVIDER(S)    PRIMARY/SPECIALTY CARE PROVIDER(S)**

_____ Name	_____ Name
_____ Name	_____ Name
_____ Name	_____ Name
_____ Name	_____ Name

**PRACTICE LOCATION ADDRESS**

**PRACTICE LOCATION ADDRESS**

_____ Address	_____ Address
_____ City, State, ZIP	_____ City, State, ZIP
_____ Phone Number	_____ Phone Number

## **APPENDIX C**

### **COVERED DENTAL SERVICES**

The Maximum Plan Allowance, or MPA, is the maximum amount that the Plan will reimburse providers. The MPA is calculated as a percentile of the dental fee schedule located at:  
<https://www.dc-medicaid.com/dcwebportal/nonsecure/feeScheduleDownload>

**APPENDIX D**

**DENTAL PROVIDER**

**AmeriHealth Caritas D.C. Affiliates Covered by Agreement**

None; no Affiliates of AmeriHealth Caritas D.C. are included in this Agreement.

## Schedule 9-1

### **Federal Requirements – Medicaid and Medicaid Managed Care**

(Rev. 7/1/17)

1. No payment will be made to Provider for provider-preventable conditions or health care-acquired conditions. For purposes hereof:
  - a. **Health care-acquired condition** (“HAC”) means a condition occurring in any inpatient hospital setting, identified as a HAC by the Secretary of the U.S. Department of Health and Human Services (“HHS”) under section 1886(d)(4)(D)(iv) of the Social Security Act (the “Act”) for purposes of the Medicare program identified in the State plan as described in section 1886(d)(4)(D)(ii) and (iv) of the Act, other than deep vein thrombosis/pulmonary embolism as related to total knee replacement or hip replacement surgery in pediatric and obstetric patients.
  - b. **Other provider-preventable condition** means a condition occurring in any health care setting that meets the following criteria: (i) is identified in the District of Columbia Medicaid plan; (ii) has been found by the District of Columbia, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines (iii) has a negative consequence for the Member; (iv) is auditable; and (v) includes, at a minimum, wrong surgical or other invasive procedure performed on a patient, surgical or other invasive procedure performed on the wrong body part, or surgical or other invasive procedure performed on the wrong patient.
  - c. **Provider-preventable condition** (“PPC”) means a condition that meets the definition of “health care-acquired condition” or an “other provider-preventable condition.”

No reduction in payment will be made for a PPC when the condition existed prior to the initiative of treatment for that patient by Provider. Provider shall identify PPCs when submitting claims for payment or, if no claim will be submitted, if Medicaid payment would otherwise be available for the course of treatment in which the PPC occurred, or as otherwise required by the State. **42 CFR §§438.3(g), 434.6(a)(12) and 447.26.**

2. **Physician Incentives**. Provider shall disclose to AmeriHealth Caritas D.C. annually any Physician Incentive Plan (PIP) or risk arrangements Provider may have with physicians, either within Provider’s group practice or other physicians not associated with Provider’s group practice, even if there is no substantial financial risk between AmeriHealth Caritas D.C. and the physician or physician group. The term “substantial financial risk” means a financial risk set at greater than twenty-five percent (25%) of potential payments for Covered Dental Services, regardless of the frequency of assessment (i.e., collection) or distribution of payments. The term “potential payments” means simply the maximum anticipated total payments that the physician or physician group could receive if the use or cost of referral services were significantly low. **42 CFR §§438.3(i), 422.208, 422.210.**
3. **Provider Discrimination Prohibited**. AmeriHealth Caritas D.C. may not, with respect to Provider participation, compensation or indemnification under this Agreement, discriminate against Provider to the extent that the Provider is acting within the scope of his, her or its license or certification under applicable State law, solely on the basis of that license or certification.

Without limiting the foregoing, AmeriHealth Caritas D.C. shall not discriminate against Provider for serving high-risk populations or specializing in conditions that require costly treatment. Nothing herein shall be construed to: (i) require AmeriHealth Caritas D.C. to contract with Provider if not necessary to meet the needs of Members; (ii) preclude AmeriHealth Caritas D.C. from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or (iii) preclude AmeriHealth Caritas D.C. from establishing measures that are designed to maintain quality of services and control costs and are consistent with AmeriHealth Caritas D.C.'s responsibilities to Members. **42 CFR §§438.12, 438.214(c).**

4. **Member Rights.** Provider shall adhere to all applicable Federal and State laws that pertain to Member rights, and shall take such rights into account when furnishing services to Members. **42 CFR §438.100(a)(2).**
5. **Provider-Member Communications.** Nothing in this Agreement shall be construed to prohibit, restrict or impede Provider's ability to freely and openly discuss with Members, within the Provider's lawful scope of practice, all available treatment options and any information the Member may need in order to decide among all relevant treatment options, including but not limited to the risks, benefits and consequences of treatment or non-treatment, regardless of whether the services may be considered Covered Dental Services in accordance with this Agreement. Further, nothing in this Agreement shall be construed to prohibit, restrict or impede Provider from discussing Medically Necessary care and advising or advocating appropriate medical care with or on behalf of a Member, including: information regarding the nature of treatment options, risks of treatment, alternative treatments or the availability of alternative therapies, consultation or tests that may be self-administered, and the Member's right to participate in decisions regarding his or her care, including the right to refuse treatment and to express preferences about future treatment decisions. **42 CFR §438.102(a).**
6. **Member Hold Harmless.** Provider shall accept the final payment made by AmeriHealth Caritas D.C. as payment in full for Covered Dental Services provided pursuant to this Agreement. Provider agrees that in no event, including, but not limited to, nonpayment by the Agency to AmeriHealth Caritas D.C., nonpayment by AmeriHealth Caritas D.C. to Provider, the insolvency of AmeriHealth Caritas D.C., or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, solicit or accept any surety or guarantee of payment, or have any recourse against Members or persons other than AmeriHealth Caritas D.C. acting on their behalf (including parent(s), guardian, spouse or any other person legally, or potentially legally, responsible person of the Member) for Covered Dental Services listed in this Agreement. This provision shall not prohibit collection of supplemental charges or co-payments on AmeriHealth Caritas D.C.'s behalf made in accordance with terms of an enrollment agreement between AmeriHealth Caritas D.C. and Members.

Provider further agrees that:

- a. this hold harmless provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members; and that
- b. this hold harmless provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Members or persons acting on their behalf.

**42 CFR §§438.106, 447.15.**

7. Coverage and Payment for Emergency Services. AmeriHealth Caritas D.C. shall cover and pay for Emergency Services rendered by Provider and obtained when a Member had an Emergency Medical Condition, or when a representative of AmeriHealth Caritas D.C. has instructed the Member to seek Emergency Services. **42 CFR §438.114(c)(1)(ii).**
8. Timely Access. Provider shall meet Agency standards for timely access to care and services, taking into account the urgency of the need for services. Provider shall offer hours of operation to Members that are no less than the hours of operation offered to commercial enrollees or comparable to Medicaid fee-for-service, if Provider serves only Medicaid enrollees. Provider services shall be available 24 hours a day, 7 days a week, when medically necessary. Provider shall provide physical access, reasonable accommodations, and accessible equipment for Members with physical or mental disabilities. **42 CFR §438.206(c).**
9. Excluded Providers. Pursuant to **42 CFR §438.214(d)**, AmeriHealth Caritas D.C. may not employ or contract with providers, or have a relationship with a person or entity that is excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Act. AmeriHealth Caritas D.C. may not knowingly have a Prohibited Relationship (defined hereinafter) with the following: (a) an entity or individual that is debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549; or (b) an individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR §2.101 of a person described in the **subparagraph 9(a)**. For purposes of this **paragraph 9**, “Prohibited Relationship” includes a subcontractor of AmeriHealth Caritas D.C. and a network provider or person with an employment, consulting or other arrangement with AmeriHealth Caritas D.C. for the provision of items or services that are significant and material to AmeriHealth Caritas D.C.’s obligations under the Agency Contract. Provider shall comply with the disclosure, screening and enrollment requirements of **42 C.F.R. Part 455, Subparts B and E** and, upon reasonable request, provide such information to AmeriHealth Caritas D.C. in accordance with the requirements specified therein. **42 CFR §§438.608(b), 438.610**

Provider represents and warrants that neither it, nor any of its contractors or employees who will furnish goods or services under the Agreement, directors or officers, or any person with an ownership interest in Provider of five percent (5%) or more, is or ever has been: (i) debarred, suspended or excluded from participation in Medicare, Medicaid, the State Children’s Health Insurance Program (SCHIP) or any other Federal health care program; (ii) convicted of a criminal offense related to the delivery of items or services under the Medicare or Medicaid program; (iii) had any disciplinary action taken against any professional license or certification held in any state or U.S. territory, including disciplinary action, board consent order, suspension, revocation, or voluntary surrender of a license or certification; or (iv) debarred or suspended from participation in procurement or non-procurement activities by any federal agency (collectively, “Sanctioned Persons”). Provider shall screen all employees and contractors who will furnish goods or services under this Agreement to determine whether they have been excluded from participation in any Federal health care program, by searching applicable Federal and State databases (including but not limited to the OIG’s LEIE and the NPDB) upon initial employment or engagement of or contracting with a contractor, employee, director or officer, and on a monthly basis thereafter.

Provider shall immediately notify AmeriHealth Caritas D.C. upon knowledge by Provider that any of its contractors or employees who furnish goods or services under the Agreement, directors, officers or owners has become a Sanctioned Person, or is under any type of investigation which may result in their becoming a Sanctioned Person. In the event that Subcontractor cannot provide

reasonably satisfactory assurance to AmeriHealth Caritas D.C. that a Sanctioned Person will not receive payment from AmeriHealth Caritas D.C. under this Agreement, AmeriHealth Caritas D.C. may immediately terminate this Agreement. AmeriHealth Caritas D.C. reserves the right to recover all amounts paid by AmeriHealth Caritas D.C. for items or services furnished by a Sanctioned Person. Further, and without limiting Provider's indemnification obligations set forth elsewhere in this Agreement, to the extent penalties, fines or sanctions are assessed against AmeriHealth Caritas D.C. as a result of Provider's having a relationship with a Sanctioned Person, Provider shall be responsible for the immediate payment of such penalties, fines or sanctions. In the event such payment is not made in a timely manner to AmeriHealth Caritas D.C., AmeriHealth Caritas D.C. shall have the right to offset claims payments to Provider by the amount owed by Provider to AmeriHealth Caritas D.C.

10. State and Federal Regulator Access. Provider acknowledges that the U.S. Department of Health and Human Services (HHS), Centers for Medicare and Medicaid Services (CMS), Office of the Inspector General, the Comptroller General, the Agency [**SPECIFY STATE AGENCIES/REPRESENTATIVES**], and their designees may at any time inspect and audit any records or documents of Provider pertinent to this Agreement, including those pertaining to the quality, appropriateness and timeliness of services; and may at any time inspect the premises, physical facilities and equipment where Medicaid-related activities or work is conducted. The right to audit under this paragraph exists for ten (10) years from the final date of the Agency Contract or from the completion of any audit, whichever is later. **42 CFR §§434.6(a)(5), 438.3(h)**.
11. Provider shall safeguard information about Members as required by Part 431, Subpart F of 42 CFR. **42 CFR §434.6(a)(8)**.
12. Any permitted subcontracts entered into by Provider in order to carry out its obligations under this Agreement must be in writing and fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract, in accordance with 42 CFR **§438.230**. **42 CFR §§434.6(a)(11), (b), 438.3(k)**.
13. Provider must retain, as applicable, the following information for a period of not less than ten (10) years:
  - a. Member grievance and appeal records in 42 CFR §438.416;
  - b. Base data used to determine capitation rates, in 42 CFR §438.5(c);
  - c. MLR reports in 42 CFR §438.8(k); and
  - d. The data, information and documentation specified in 42 CFR §§438.604 , 438.606, 438.608 and 438.610.**42 CFR §438.3(u)**.
14. Provider shall maintain and share, as appropriate, an enrollee health record in accordance with professional standards. **42 CFR §438.208(b)(5)**.
15. To the extent Provider conducts UM activities on behalf of AmeriHealth Caritas D.C., Provider's compensation under this Agreement shall not be structured so as to provide incentives for



Provider to deny, limit or discontinue medically necessary services to any Member. **42 CFR §438.210(e)**.

16. Delegation. The following provisions shall apply to the extent any of AmeriHealth Caritas D.C.'s activities or obligations under the Agency Contract are delegated to Provider:
- a. The delegated activities and related reporting responsibilities will be specified in the Agreement or in a separate delegation contract;
  - b. Provider agrees to perform the delegated activities and reporting responsibilities in company with AmeriHealth Caritas D.C.'s Agency Contract obligations;
  - c. AmeriHealth Caritas D.C. may impose corrective actions, up to and including revocation of the delegated activities or obligations, in instances where the Agency or AmeriHealth Caritas D.C. determine that Provider has not performed satisfactorily.
  - d. To the extent Provider is delegated responsibilities for coverage of services and payment of claims, Provider shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste and abuse that meet the requirements of **42 CFR §438.608(a)**.

Notwithstanding the foregoing, AmeriHealth Caritas D.C. maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of the Agency Contract. **42 CFR §438.230(b)(c)**.

17. Provider agrees to comply with all applicable Medicaid laws, regulations (including applicable sub-regulatory guidance) and Agency Contract provisions. Provider agrees that:
- a. The State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate and inspect any books, records, contracts, computer or other electronic system of Provider, or of any subcontractors, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Agency Contract.
  - b. Provider will make available, for purposes of an audit, evaluation or inspection under subparagraph 17(a), its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to AmeriHealth Caritas D.C.'s Members.
  - c. The right to audit under subparagraph 17(a) will exist through ten (10) years from the final date of the Agency Contract or from the date of completion of any audit, whichever is later.
  - d. If the State, CMS or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the state, CMS or the HHS Inspector General may inspect, evaluate and audit Provider at any time.

**42 CFR §438.230(c)(2), (3)**

18. AmeriHealth Caritas D.C. may terminate this Agreement immediately upon notification from the Agency that Provider cannot be enrolled in the State Medicaid program, or if Provider has not enrolled in the State Medicaid Program within 120 days of the effective date of this Agreement. **42 CFR §438.602(b)(2)**.

## Schedule 9-2

### **District of Columbia Medicaid Managed Care Requirements**

References in this **Schedule 9-2** are to the written agreement between the District of Columbia (the “District”), on behalf of the D.C. Department of Health Care Finance (“DHCF”), and AmeriHealth Caritas District of Columbia, Inc. (“AmeriHealth Caritas D.C.”), dated as of April 26, 2019 and as amended from time to time and including all addenda, appendices, or attachments thereto (District Contract Number CW69129) pursuant to which AmeriHealth Caritas D.C. has been engaged by the District to provide or arrange for the provision of healthcare and pharmacy services for the District’s Managed Care Program (the “Agency Contract”). AmeriHealth Caritas D.C. may update this **Schedule 9-2** from time to time in order to maintain compliance with the Agency Contract. AmeriHealth Caritas D.C. is sometimes referred to herein as the “MCO.”

1. If Provider conducts marketing activities on behalf of AmeriHealth Caritas D.C., Provider shall comply with relevant provisions of the Agency Contract in carrying out such activities. AmeriHealth Caritas D.C. shall furnish such provisions to Provider in writing. Without limiting the foregoing, Provider acknowledges that Program enrollees may choose to enroll in any Medicaid managed care organization of their choice. (**Agency Contract §§C.5.9.4.5, C.5.29.27.3.10**)
2. Provider must be enrolled as a Medicaid Provider by DHCF within one-hundred-twenty (120) days of execution of this Agreement. (**Agency Contract §C.5.29.1.15**) In the event Provider is terminated or suspended from Medicaid participation, AmeriHealth Caritas D.C. reserves the right to deny authorization for Provider to furnish services to Members, and to deny payment to Provider for any services furnished after notification to Provider by AmeriHealth Caritas D.C. (**Agency Contract §C.5.29.25.9**) Further, AmeriHealth Caritas D.C. will suspend all payments to Provider following determination by DHCF that there is a credible allegation of fraud in accordance with 42 CFR 455.23. ((**Agency Contract §C.5.33.3.11**))
3. If Provider furnishes laboratory services, in addition to all other credentialing requirements, Provider must have either a Clinical Laboratory Improvement Amendment (CLIA) certificate of registration or a CLIA certificate of waiver. (**Agency Contract §C.5.29.2.7.1**)
4. If a Member requires interpreter services, Members, especially minor children, shall not be used as interpreters in assessments, therapy, or other medical situations in which impartiality and confidentiality are necessary, unless specifically requested by the Member. Every attempt should be made to help the Member understand the availability of non-familial interpreters. A family member or friend may be used as an interpreter only if that individual can be relied upon to provide a complete and accurate interpretation of information between Provider and Member; provided that the Member is advised that there is a free interpreter available, and the Member expresses a preference to rely on the family member or friend. If a family member or friend is used as an interpreter, Provider shall document the reason for doing so. (**Agency Contract §C.5.29.16.3**)
5. Provider shall meet all DHCF standards for timely access to care and services, taking into account the urgency of the need for services. AmeriHealth Caritas D.C. shall make such access standards known to Provider in writing. (**Agency Contract §§C.5.29.19.1, C.5.29.27.3.6**)
6. As a condition of participation in AmeriHealth Caritas D.C.’s provider network, physician Providers and other licensed and certified professional providers, including behavioral health

providers, must maintain current knowledge, ability, and expertise in their practice area(s), by obtaining Continuing Medical Education (CME) credits or Continuing Education Units (CEUs) and participating in other training opportunities, as appropriate for Provider's respective licensure and/or certification. (**Agency Contract §C.5.29.5.8**)

7. Provider shall furnish to DHCF or the Secretary of the U.S. Department of Health and Human Services (the "Secretary") information related to business transactions in accordance with 42 CFR 455.105, including:
  - a. The ownership of any subcontractor with whom Provider has had business transactions totaling more than twenty-five thousand dollars (\$25,000) during the twelve (12) month period preceding the date of DHCF's or the Secretary's request;
  - b. Any significant business transactions between Provider and any wholly-owned supplier during the five (5)-year period preceding DHCF's or the Secretary's date of the request; or
  - c. Any significant business transactions between Provider and any subcontractor during the five (5)-year period preceding the date of DHCF's or the Secretary's request.

The foregoing information shall be disclosed within thirty-five (35) days upon request of DHCF or the Secretary. (**Agency Contract §§C.5.29.25.16, C.5.29.25.17**)

8. Provider shall furnish to DHCF or the Secretary of the U.S. Department of Health and Human Services (the "Secretary") information on persons convicted of crimes identified in 42 CFR 455.106, including:
  - a. The name of any person who has ownership or control interest in Provider who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program, since the inception of those programs; and
  - b. The name of any person who is an agent or managing employee of Provider who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or the Title XX service programs, since the inception of those programs.

(**Agency Contract §§C.5.29.25.18**)

9. Disclosures required under paragraphs 7 and 8 must be provided: (a) upon the Provider submitting an application for participation in AmeriHealth Caritas D.C.'s network; (b) upon execution of this Agreement; and (c) within thirty-five (35) days after any change in ownership of Provider. (**Agency Contract §§C.5.29.25.25**)
10. Without limiting paragraph 1 of **Schedule 9-1** of this Agreement, Provider is not entitled to reimbursement, and AmeriHealth Caritas D.C. shall not pay Provider, for any of the following:
  - a. Any of the following Health Care Acquired Conditions that are not present on admission in any inpatient setting, but subsequently acquired in that setting: (i) foreign object retained after surgery; (ii) air embolism; (iii) blood incompatibility; (iv) catheter-associated urinary tract infection; (v) pressure ulcers (decubitus ulcers); (vi) vascular

catheter associated infection; (vii) mediastinitis after coronary artery bypass graft; (viii) hospital-acquired injuries (fractures, dislocations, intracranial injury, crushing injury, burn and other unspecified effects of external causes); (ix) manifestations of poor glycemic control; (x) surgical site infection following certain orthopedic procedures; (xi) surgical site infection following bariatric surgery for obesity; and (xii) deep vein thrombosis and pulmonary embolism following certain orthopedic procedures, except for pediatric (Members under the age of 21) and obstetric populations.

- b. Any of the following Never Events in any inpatient or outpatient setting: (i) surgery performed on the wrong body part; (ii) surgery performed on the wrong patient; and (c) wrong surgical procedure performed on a patient.
- c. Provider-preventable conditions that meet the following criteria: (i) conditions identified in the District's State Plan; (ii) conditions found by the District, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines; (iii) conditions that have a negative consequence for the Member; (iv) is able to be audited; and (v) condition includes, at a minimum, wrong surgical or other invasive procedure performed on a patient; surgical or other invasive procedure performed on the wrong body part; or surgical or other invasive procedure performed on the wrong patient.

**(Agency Contract §§C.5.29.25.19, C.5.29.25.20, C.5.29.25.21)**

- 11. Provider shall not seek payment from Member for any Covered Dental Services provide to the Member within the terms of this Agreement. Provider shall look solely to AmeriHealth Caritas D.C. for compensation for services rendered hereunder. No cost-sharing or deductibles shall be collected from Members. **(Agency Contract §C.5.29.27.3.1)** Provider may not require any co-payments, patient pay amounts, or other cost-sharing arrangements unless authorized by DHCF. Provider shall not bill Members for the difference between Provider's charge and AmeriHealth Caritas D.C.'s payment for Covered Dental Services. Provider shall not seek or accept additional or supplemental payment from a Member, his/her family, or representative, in addition to the amount paid by AmeriHealth Caritas D.C., even when the Member has signed an agreement to do so. **(Agency Contract §C.5.35.8.1.5)**
- 12. Provider shall cooperate with AmeriHealth Caritas D.C.'s compliance plan and fraud, waste & abuse efforts, CQI and utilization review activities. **(Agency Contract §C.5.29.27.3.2)**
- 13. AmeriHealth Caritas D.C. reserves the right immediately transfer the care of any Member to another provider if the Member's health or safety is in jeopardy. **(Agency Contract §C.5.29.27.3.3)**
- 14. Provider is not prohibited from discussing treatment options with Members that may not reflect AmeriHealth Caritas D.C.'s position or that may not be covered by AmeriHealth Caritas D.C. **(Agency Contract §C.5.29.27.3.4)**
- 15. Provider is not prohibited from advocating on behalf of a Member in any grievance, appeal or utilization review process, or individual authorization process to obtain necessary healthcare services. **(Agency Contract §C.5.29.27.3.5)** AmeriHealth Caritas D.C. shall not take any retaliatory action against Provider in the event Provider acts on behalf of, or as the authorized representative of, a Member in a grievance, appeal or fair hearing. **(Agency Contract §C.5.34.4.6)**

16. AmeriHealth Caritas D.C.'s Provider Manual is incorporated to this Agreement. (**Agency Contract §C.5.29.27.3.7**)
17. In the event that this Agreement terminates, or Provider's participation in AmeriHealth Caritas D.C.'s provider network otherwise terminates during the course of a Member's treatment by Provider, Provider shall cooperate with AmeriHealth Caritas D.C. in developing and executing a plan for continuity of care/treatment as necessary. (**Agency Contract §C.5.29.27.3.8**)
18. Provider may not deny medically necessary Covered Dental Services to a Member who is eligible for those services. (**Agency Contract §C.5.29.27.3.9**)
19. Provider shall comply with applicable provisions of the Agency Contract related to Enrollee Services (Section C.5.26 of the Agency Contract); Enrollment, Education and Outreach (Section C.5.12 of the Agency Contract); and Language Access and Cultural Competence (Section C.5.8 of the Agency Contract) – as such provisions are made known to Provider by AmeriHealth Caritas D.C. For Health Check and dental providers serving as Primary Dental Providers for Members under age 21, Provider must present notice to the Member of scheduled, due, and overdue services in accordance with Provider's normal operating procedures. (**Agency Contract §C.5.29.27.3.10**)
20. Provider shall comply with the District's Communicable Disease Reporting Requirements, as well as other applicable reporting requirements set forth in Section C.5.36 of the Agency Contract relating to Encounter Data and Reportable Health Conditions, which include but are not necessarily limited to: (a) specific conditions and diseases in accordance with D.C. Code §§7-131, 132 (2006) and Title 22 of the D.C. Code of Municipal Regulations; (b) Infants, Toddlers and School-Age Children Experiencing Developmental Delay; (c) Members with Vaccine-Preventable Disease; (d) Sexually Transmitted and other Communicable Diseases; (e) Tuberculosis; (f) Blood Lead Levels among Children Under the Age of Six (6); (f) diseases covered by District registries including but not limited to the Cancer Control Registry; and (g) all provider-preventable conditions, as defined in 42 CFR 447.26(b). (**Agency Contract §C.5.29.27.3.11**)
21. Provider shall attend meetings as directed by DHCF and AmeriHealth Caritas D.C. (**Agency Contract §C.5.29.27.3.12**)
22. All Health Check Providers shall complete the web-based Health Check training within thirty (30) days of joining AmeriHealth Caritas D.C.'s provider network, and at least every two (2) years thereafter. Compliance with Health Check training is a requirement for re-credentialing with AmeriHealth Caritas D.C. (**Agency Contract §C.5.29.27.3.13**)
23. Provider shall comply with 42 CFR Part 2, the HIPAA Privacy and Security Rules, and the D.C. Mental Health Information Act (D.C. Code §6-2001 et seq.). (**Agency Contract §C.5.29.27.3.14**)
24. In the event of a payment dispute that is not resolved through the dispute resolution process set forth in the Agreement, the parties shall engage in binding arbitration or another form of mutually agreed alternative dispute resolution process to resolve the payment dispute. (**Agency Contract §§C.5.29.27.3.15, C.5.35.6.1**)
25. To the extent Provider is eligible to receive incentive compensation from AmeriHealth Caritas D.C., the description of such compensation arrangement shall be set forth in a clear, concise and understandable manner in this Agreement. (**Agency Contract §C.5.29.27.3.17**)

26. **Subcontracting.** As provided in the Subcontracting clause of Section I to the Agency Contract (section I.7), Provider shall not subcontract any of Provider's work or services to any subcontractor without the prior written consent of the District's Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by Provider. Any such subcontract shall specify that the Provider and subcontractor shall be subject to every provision of this Agreement. Notwithstanding any such subcontract approved by the District, Provider shall remain liable to AmeriHealth Caritas D.C. for all Provider's work and services required hereunder. **(Agency Contract §§C.5.29.27.3.18. I.7)**
27. **Monitoring.** In accordance with 42 CFR 438.3(h), Provider shall allow the District, CMS, OIG, the Comptroller General, and their designees to inspect and audit any of Provider's records or documents at any time. Such right shall exist for ten (10) years from the final date of the term of the Agency Contract, or from the date of completion of any audit, whichever is later. **(Agency Contract §C.5.29.27.3.18. C.5.32.10.6.1. C.5.32.10.6.2)** Provider shall cooperate with any audits or other monitoring activities undertaken by any of the foregoing entities, including as applicable any monitoring procedures implemented by DHCF to measure AmeriHealth Caritas D.C.'s operations. **(Agency Contract §§C.5.29.27.3.18. E.4.4)**
28. Provider shall provide access, at all reasonable times, to DHCF, DC Health, OCP, the City Auditor, the U.S. Government Accountability Office (GAO), HHS, and their respective designees to Provider's medical records in order to conduct fraud, abuse, waste and quality improvement activities. **(Agency Contract §§C.5.29.27.3.19. , C.5.32.1.7.5. E.3.1)**
29. **If Provider is a PCP,** Provider shall screen all Members under age 21 according to the EPSDT Periodicity Schedule and applicable federal regulations; use the Behavioral Health screening tools described in the EPSDT Periodicity Schedule when conducting Behavioral Health screenings; and provide or refer all Members under age 21 for Medically Necessary treatment services in accordance with EPSDT requirements. **(Agency Contract §C.5.29.27.6.1)**
30. Provider shall attend all trainings as directed by DHCF. **(Agency Contract §C.5.29.29.2)**
31. Each Provider furnishing services to Members shall maintain and share, as appropriate, a member health record in accordance with professional standards applicable to the Provider. **(Agency Contract §C.5.31.1.8)**
32. Provider shall, upon request and as required by the Agency Contract or District and/or federal law, make available to the District's Medicaid Fraud Control Unit (MFCU), Division of Program Integrity, and Department of Human Services/Economic Security Administration (ESA) any and all administrative, financial and medical records relating to the delivery of items or services for which Medicaid or Alliance monies are expended. Such records will be made available at no cost to the requesting agency. In addition, the District's MFCU, Division of Program Integrity and Department of Human Services/ESA shall, as required by the Agency Contract or state and/or federal law, be allowed access to Provider's place of business and to all Medicaid, Alliance or ICP records of Provider, during normal business hours, except under special circumstances when after-hour admission shall be allowed. Special circumstances shall be determined by the District's MFCU, Division of Program Integrity, and Department of Human Services/ESA. **(Agency Contract §C.5.33.1.1)**
33. Provider shall promptly report to AmeriHealth Caritas D.C. any overpayment it has received from AmeriHealth Caritas D.C., and return it within sixty (60) calendar days after the date on which

the overpayment was identified along with a written reason for the overpayment. (**Agency Contract §C.5.33.1.3**)

34. Provider shall submit claims to AmeriHealth Caritas D.C. no later than three hundred sixty-five (365) days from date of service. (**Agency Contract §C.5.35.3.1**) Provider shall submit claims to AmeriHealth Caritas D.C. using the same format and coding instructions as required for the Medicaid fee-for-service (FFS) programs. AmeriHealth Caritas D.C. may not require Provider to complete additional fields on electronic claims that are not specified under the Medicaid FFS policy and provider manuals. (**Agency Contract §C.5.35.2.8**)