

MEDI-CAL DENTAL TELECOMMUNICATIONS PROVIDER AND BILLER APPLICATION/AGREEMENT (For electronic claim submission)

1.0 IDENTIFICATION OF PARTIES

This agreement is between the State of California, Department of Health Services, hereinafter referred to as the "Department" and:

PROVIDER INFORMATION			
Provider name (full legal)			
DBA (if applicable)		Provider number	
Provider service address (number, street)		City	State ZIP Code
Contact person			
Contact person address (number, street)		City	State ZIP Code
Contact telephone number ()	Currently assigned submitter number (otherwise, leave blank to be assigned a new submitter number)		
BILLER INFORMATION (If other than the provider of service)			
Biller name (full legal)		Biller telephone number ()	
DBA (if applicable)			
Business Address (number, street)		City	State Zip
Contact Person	Currently assigned submitter number (otherwise, leave blank to be assigned a new submitter number)		
<i>Full legal name(s) required as well as any assumed (DBA) names(s), address(es), and Medi-Cal Dental provider number(s). The parties identified above will be hereinafter referred to as the "Provider" and/or "Biller."</i>			

1.1 ELECTRONIC DATA INTERCHANGE (EDI) DATA TYPES

This Agreement applies to the following EDI Data Types, when available: (Refer to Provider Service Office Electronic Data Interchange Option Selection Form)

ANSI X 12 837 (Claims/TARs/RTDs/NOAs/Adjustments)
 ANSI X 12 276/277 (Claim Status Inquiry/Responses)
 ANSI X 12 278 (Treatment Authorization Requests/Responses)
 ANSI X 12 835 (Claim Payment/Remittance Advice)

1.2 BACKGROUND INFORMATION

The Provider/Biller agrees to provide the Department with the above information requested in order to verify qualifications to act as a Medi-Cal Dental electronic Biller.

2.0 DEFINITIONS

The terms used in this agreement shall have their ordinary meaning, except those terms defined in regulations, Title 22, California Code of Regulations, Section 51502.1, shall have the meaning ascribed to them by that regulation as from time to time amended. The term "electronic" or "electronically," when used to describe a form of claims submission, shall mean any claim submitted through any electronic means such as: magnetic tape or modem communications.

3.0 CLAIMS ACCEPTANCE AND PROCESSING

The Department agrees to accept from the enrolled Provider/Biller, electronic claims submitted to the Medi-Cal fiscal intermediary in accordance with the Denti-Cal provider manual. The Provider hereby acknowledges that he or she has received, read, and understands the provider manual and its contents, and agrees to read and comply with all provider manual updates and provider bulletins relating to electronic billing.

3.1 CLAIMS CERTIFICATION

The Provider agrees by claims submission and certifies under penalty of perjury that all services for which claims are submitted electronically have been personally provided to the patient by the Provider or under his or her direction by another person eligible under the Medi-Cal program to provide such services, and such

person(s) are designated on the claim. The Provider also certifies by claims submission that the services were, to the best of the Provider's knowledge, medically indicated and necessary to the health of the patient. The Provider also certifies that all information submitted electronically is accurate and complete. The Provider understands that payment of these claims will be from federal and/or state funds, and that any falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The Provider/Biller agrees to keep for a minimum period of three years from the date of service an electronic archive of all records necessary to fully disclose the extent of services furnished to the patient. A printed representation of those records shall be produced upon request of the Department during that period of time. The Provider/Biller agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California to the California Department of Health Services; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services; or their duly authorized representatives. The Provider also agrees that dental care services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, physical or mental disability. The Provider/Biller agrees that when applicable using his or her Medi-Cal Dental Remote ID plus DHS-issued password when submitting an electronic claim will identify the submitter and shall serve as acceptance of the terms and conditions of the Department's Telecommunications Provider and Biller Application/Agreement (ENBPROV). The Provider/Biller further acknowledges the necessity of maintaining the privacy of the DHS-issued password and agrees to bear full responsibility for use or misuse of the Medi-Cal Dental Remote ID and password should privacy not be maintained.

3.2 VERIFICATION OF CLAIMS WITH SOURCE DOCUMENTS

Regardless of whether Provider employs a Biller, the Provider agrees to retain personal responsibility for the development, transcription, data entry, and transmittal of all claim information for payment. This includes usual and customary charges for services rendered. The Provider shall also assume personal responsibility for verification of submitted claims with source documents. The Provider/Biller agrees that no claim shall be submitted until the required source documentation is completed and made readily retrievable in accordance with Medi-Cal statutes and regulations. Failure to make, maintain, or produce source documents shall be cause for immediate suspension of electronic billing and program privileges.

3.3 ACCURACY AND CORRECTION OF CLAIMS OR PAYMENTS

The Provider agrees to be responsible for the review and verification of the accuracy of claims payment information promptly upon the receipt of any payment. The Provider agrees to seek correction of any claim errors through the appropriate processes as designated by the Department or its fiscal intermediary including, but not limited to, the process set out in Title 22, California Code of Regulations, Section 51015 and, as from time to time amended. The Provider/Biller acknowledges that anyone who misrepresents or falsifies or causes to be misrepresented (or falsified) any records or other information relating to that claim may be subject to legal action, including, but not limited to, criminal prosecution, action for civil money penalties, administrative action to recover the funds and decertification of the Provider/Biller from participation in the Medi-Cal program and/or electronic billing.

4.0 CHANGES IN ELECTRONIC BILLING STATUS

The Provider/Biller and the Department agree that any changes in Provider/Biller status which might affect eligibility to participate in electronic billing pursuant to federal and state law shall be promptly communicated to each party.

5.0 PROVIDER/BILLER REVIEWS

The Provider/Biller agrees that agents of the Department of Health Services, the Office of the State Controller, the Department of Justice, or any other authorized agent or representative of the State of California or any authorized representative of the U.S. Department of Health and Human Services may, from time to time, conduct such reviews as are necessary to ensure compliance with state and federal law and with this agreement. In particular, the Provider/Biller agrees to make available to such agent or representative all source documents necessary to verify the accuracy and completeness of claims submitted electronically.

5.1 NONEXCLUSIVE REVIEWS

The Provider/Biller agrees that the review set out in paragraph 5.0 above is not exclusive but supplements any other form of audit or review the Provider/Biller may be subject to due to its status as a certified Provider/Biller of services under the Medi-Cal or Medicare programs.

6.0 EFFECTIVE DATE

This agreement shall become effective upon approval of the Department.

6.1 TERMINATION

The Department or Provider may terminate this agreement with or without cause by giving 30 days prior written notice of intent to terminate, and the Provider has no right to appeal such termination by the Department. The Department may, however, terminate the agreement immediately pursuant to paragraph 6.2 upon determination that the Provider/Biller has failed or refused to produce or retain source documents in accordance with federal or state law or this agreement.

6.2 TERMINATION FOR CAUSE

If the Provider/Biller is unable to produce source documents on request pursuant to paragraph 5.0, the Department may terminate this agreement immediately by directing its fiscal intermediary to cease payment of any and all electronic claims submitted by Provider/Biller, including any claims in process on the date of such termination. The Provider/Biller has no right to appeal termination for cause pursuant to this subpart prior to the effective date of such termination. The Provider/Biller may appeal any grievance resulting from the termination in accordance with the procedure established by Title 22, California Code of Regulations, Section 51015 as from time to time amended. The Department may demand repayment of claims for which no source documents are produced, and the Provider/Biller shall have a right to appeal of such an overpayment finding to the extent provided by Section 14171 of the Welfare and Institutions Code and regulations promulgated pursuant thereto, and as from time to time amended.

6.3 EFFECT OF TERMINATION AND APPEAL

On termination pursuant to paragraph 6.1 or 6.2, the Provider/Biller may submit hard copy claims.

7.0 AGREEMENT BETWEEN PROVIDER AND BILLER (IF OTHER THAN THE PROVIDER OF SERVICE)

The Provider stipulates that any agreements with Billers to submit Denti-Cal electronic billings shall be in conformance with federal and state law governing electronic claims submission, and shall contain provisions including, but not limited to, the following:

- a. The Provider shall specifically designate the Biller as the agent to the Provider for the purpose of preparation and submission of Medi-Cal Dental claims by Biller. As the Provider's agent, the Biller agrees to comply with all Medi-Cal requirements on recordmaking and retention as established by statute and regulation including, but not limited to, Welfare and Institutions Code, Sections 14124.2 and 14124 and Title 22, California Code of Regulations, Section 51476. Provider and Biller shall also execute and comply with the provisions of a Business Associate Agreement entered into under the provisions of the HIPAA Privacy Rule, at 45 CFR 164.504(e).
- b. Electronic billing for services rendered to Medi-Cal Dental beneficiaries shall be prepared by the Biller solely from information supplied by the Provider. This information includes usual and customary charges for services rendered. A printed representation of source documents as defined in Title 22, California Code of Regulations, Section 51502.1 shall be kept, including all information transmitted as a claim by the Provider to the Biller electronically, for a period of at least three years from the date of claims submission.
- c. If a department audit is initiated, the Billing Service shall retain all original records described in paragraphs 3.2, 5.0 and 7.0(b) above until the audit is completed and every audit issue has been resolved, even if the retention period extends beyond three years from the date of the service or termination of financial relationship or longer period required by federal or state law.
- d. The parties agree that the Department may accept electronic billings prepared, certified, and submitted by the Biller on behalf of the Provider only as long as the agreement between the Provider and the Biller remains in existence and in effect, including the Business Associate Agreement described in paragraph 7.0(a) above.
- e. Both parties have a duty to notify the Department in writing immediately upon any change in or termination of their agreements.

8.0 DECLARATION OF INTENT

This agreement is not intended as a limitation on the duties of the parties under the Medi-Cal Act, but rather as a means of clarifying those duties as they relate to the Provider/Biller in its capacity as an authorized Provider/Biller for electronic billing.

8.1 PROVIDER TO HOLD STATE OF CALIFORNIA HARMLESS

Provider agrees to hold the State of California harmless for any and all failures to perform by billing services, billing software, or other features of electronic billing which do not occur with (hard copy) paper billing. The Provider explicitly agrees that the Provider is assuming any and all risks that accompany electronic billing and that the Provider is not relying upon the evaluation, if any, that the State has made of the electronic billing system, software, or Biller the Provider is using. Furthermore, the Provider acknowledges that if the electronic billing system, software, or Biller contracted with, is or has been listed as available in Denti-Cal bulletins, that such listing was not an endorsement by the State of California, nor does it imply that the service, system, or software has met or is continuing to meet a standard of performance.

9.0 CONFIDENTIALITY OF RECORD

The Provider/Biller agrees to maintain adequate administrative, technical, and physical safeguards to protect the confidentiality and security of protected health information in accordance with State and Federal statutes and/or regulations, including 45 Code of Federal Regulations Parts 160 and 164. Any breach of security or unlawful disclosure of protected health information shall be reported to the Department within 24 hours of the Provider/Biller's discovery of such breach or disclosure and may be grounds for termination of this Agreement.

10.0 PROVIDER/BILLER OBLIGATIONS

The Provider/Biller will:

- a. Complete and submit to the Medi-Cal Fiscal Intermediary a Medi-Cal Dental Telecommunications Provider and Billing Application/Agreement form for any billers or receivers of any transaction data. The Provider/Biller can be the provider and an outside party (such as a billing service, clearinghouse, or another provider). All billers which are outside parties that have been authorized by a Provider to receive any transaction data must have a Business Associate Agreement in effect between the biller and the Provider, which complies with 45 Code of Federal Regulations, Section 164.504(e).
- b. Not provide the data supplied under this Agreement to any third party except the applicable agents whom the Provider has authorized to provide billing collection and/or reconciliation services and which have a Business Associate Agreement in effect with the Provider, in compliance with 45 Code of Federal Regulations, Section 164.504(e). The Provider acknowledges that any transaction data is confidential information owned by the State, the Medi-Cal Fiscal Intermediary, and/or applicable providers. This provision shall survive the expiration of this Agreement.
- c. Upon review of any transaction data, if the Provider/Biller finds the data unreadable or incorrect, they are instructed to contact the Medi-Cal Fiscal Intermediary for resolution. Failure to report any such data inaccuracies shall constitute acceptance thereof.
- d. The Provider agrees to be responsible for the review and verification of the accuracy of claims payment information promptly upon the receipt of any payment. The Provider agrees to seek correction of any claim errors through the appropriate processes as designated by the Department or its Fiscal Intermediary including, but not limited to, the process set out in Title 22, California Code of Regulations, Section 51015, as, from time to time, amended.

PROVIDER SIGNATURE INFORMATION	
Full printed name	Title
Provider signature (original signature required; <i>DO NOT</i> use black ink)	Date
BILLING SERVICE SIGNATURE INFORMATION (complete only If "Billing Information" is completed on page 1 of 4)	
Full printed name	Title
Owner or Corporate Office signature (original signature required; <i>DO NOT</i> use black ink)	Date

Return Application/Agreement to: Medi-Cal Dental Program
 Provider Services
 Provider Enrollment
 P.O. Box 15609
 Sacramento, CA 95852-0609