



Program Description

The Veterans Affairs (VA) Community Care Network (CCN) provides distance- or time-eligible Veterans an opportunity to receive care from a network of civilian healthcare professionals, facilities, pharmacies and suppliers. Participating providers have the privilege to serve Veterans in their communities by supplementing their healthcare when needed.

Malpractice coverage of \$1,000,000 per incident and \$3,000,000 aggregate is required for participation.

Eligibility/Verification Options

Use the online tools that will be available at vacommunitycare.com to view the approved referral and confirm the Veteran's eligibility.

Fee Schedule

For claims submitted with a valid referral or prior authorization number, services will be reimbursed according to the VA CCN Payment Appendix. The VA Fee Schedule also can be found at: info.vacommunitycare.com. Use the password "NCCAV2019" to access the file when it's available.

Referrals

Providers are not authorized to deliver services to an eligible Veteran until a VA-approved referral is received. The VA will send a referral with information about the Veteran and the type of care the Veteran can receive. Use the online tools that will be available at vacommunitycare.com to view the approved referral and confirm the Veteran's eligibility.

Optum® Utilization Review/Clinical Submission

The Optum utilization review process/clinical submission form is not required for VA CCN.

Prior Authorization

Prior authorization is required for certain services that will be listed on the VA Prior Authorization List. The VA Prior Authorization List will be available at vacommunitycare.com before the start of health care delivery.

Claims Submission

Closer to the start of health care delivery, you will find instructions for filing electronic and paper VA CCN claims at vacommunitycare.com. All claims must have a VA referral or prior authorization number.

Claims Payment & Inquiry

Providers must submit claims within one hundred eighty (180) days from the date of service or date of discharge.

When the veteran has other health insurance coverage that is primary, providers must submit secondary claims within ninety (90) days from the date of the other insurer's adjudication.

Claims not filed within this time frame will be denied for missing the timely filing deadline.

Requests for reconsideration must be submitted to the VA within ninety (90) days from the date of the denial.

To inquire about the status of a claim, contact CCN Provider Services at: **888-901-7407**

CCN Provider Services

Provider Line:

888-901-7407

Hours of Operation:

Monday - Friday

7 a.m. – 7 p.m., local time

Provider Status Changes

Submit demographic changes (including relocation and tax identification number changes) via one of the following methods:

Web: myoptumhealthphysicalhealth.com

Fax: 888-626-1701

Mail: OptumProviderDataMgmt.

MN103-0700

PO Box 1459

Minneapolis, MN 55440-1459



**Veterans Affairs (VA) Community Care Network (CCN)
Program Effective Date: Refer to VA CCN Amendment**

**(PT/OT/ST/SLP/DC/Massage
Therapy/Acupuncture/Tai Chi)
Plan Summary**

There are no VA CCN-specific ID cards. Therefore, it is important that once you receive a referral, you confirm eligibility at [vacommunitycare.com](https://www.vacommunitycare.com).

AMENDMENT TO OPTUMHEALTH CARE SOLUTIONS, LLC PROVIDER PARTICIPATION AGREEMENT FOR VA COMMUNITY CARE NETWORK PROGRAM

OptumHealth Care Solutions, LLC (“OHCS”) and Provider are parties to a Provider Participation Agreement (the “**Agreement**”) under which Provider participates in OHCS’ network of participating providers.

Optum Public Sector Solutions, Inc. (“OPSS”) is an affiliate of OHCS. For purposes of this Amendment only, OPSS will be used to represent OHCS and OPSS.

In response to solicitation number VA791-16-R-0086, OPSS submitted a bid to the United States Government to provide a Community Care Network (“**VA CCN**”) for the Department of Veterans Affairs (“**VA**”) on a self-funded basis for the provision of health and administrative services to its Enrolled Eligible Veterans (as defined below). OPSS has agreed to make Provider’s services available to the Enrolled Eligible Veterans. Provider wishes to provide those services, under the terms and conditions set forth in this amendment to the Agreement (this “**Amendment**”).

The parties to this Amendment agree to the following:

ARTICLE I. CONDITION PRECEDENT

This Amendment is conditioned upon the award and execution of a VA CCN Contract (the “**Prime Contract**”) with OPSS by the United States Government. This Amendment to the Agreement (the “**Amendment**”) is effective on 6/26/19 (the “**Amendment Effective Date**”). If the United States Government does not award and execute the Prime Contract with OPSS, this Amendment shall be null and void and have no effect.

ARTICLE II. DEFINITIONS

The following terms when used in this Amendment have the meanings set forth below

2.1 Approved Referral. A VA Approved Referral constitutes an authorized service under the VA CCN Requirements (as defined below). Approved Referrals from VA will support a specific plan of care provided by a specified provider identified by National Provider Identifier (NPI) or provider organization identified by Tax Identifier Number (TIN). The Approved Referral relates to a specified number of visits and/or services related to a Standard Episode of Care, and the approved services must be rendered within the specified timeframe. This process requires that an Approved Referral be provided “prior to” rendering the specified service.

2.2 Enrolled Eligible Veteran. A person who is enrolled in VA's patient enrollment system established and operated under 38 U.S.C. Section 1705, and is eligible to receive care in the community due to either time-eligibility or distance-eligibility at the time services are rendered.

2.3 Clean Claim. A Clean Claim means a claim for payment for Contracted Services that contains all the required data elements necessary for adjudication, without requesting supplemental information from the submitter, as required by VA CCN Requirements.

2.4 Contracted Services. Covered Services that are within Provider's scope of practice and provided to an Enrolled Eligible Veteran pursuant to VA CCN Requirements in effect at the time services are rendered and compensated in accordance with this Amendment and VA CCN Requirements.

2.5 Covered Services. The health care services and supplies that are covered under the VA CCN as described in 38 CFR 17.38 and for which Provider has received an Approved Referral or Prior Authorization.

2.6 Distance Eligible Veterans. Distance-Eligible and Special-Circumstances Veterans (hereinafter referred to as "Distance-Eligible Veterans") are Veterans who meet specific requirements as determined by VA to be eligible for community care because of geographic reasons including unusual and/or excessive burden or any other special circumstance VA determines to be valid for providing care in the community.

2.7 Emergent Care. Medical care required within twenty-four hours or less essential to evaluate and stabilize conditions of an emergent need that if not provided may result in unacceptable morbidity/pain if there is significant delay in the evaluation or treatment.

2.8 Emergent Health care Need. Conditions of one's health that may result in the loss of life, limb, vision, or result in unacceptable morbidity/pain when there is significant delay in evaluation or treatment.

2.9 Standard Episode of Care. A set of clinically related health care services for a specific unique illness or medical condition (diagnosis and/or procedure) provided by an authorized provider during a defined, authorized period of time not to exceed one year or until Amendment is terminated (as provided in Section 5.1), whichever occurs sooner.

2.10 Medicare Eligible. An Enrolled Eligible Veteran age sixty-five (65) or older, or an Enrolled Eligible Veteran who is under age sixty-five (65), and is disabled or has been diagnosed with chronic renal disease, who is eligible for care under both the VA CCN self-funded program and the Medicare program under Medicare Parts A and B.

2.11 Other Health Insurance Information. Under the VA CCN program, the VA will indicate on the referral form, whether the service authorized is Service Connected Care or Non Service Connected Care. For any authorized Non Service Connected Care, the Provider will bill the Other Health Insurance plan directly as the primary payer and indicate the amount paid by Other Health Insured in the claims transaction submitted to OPSS for secondary payment from the VA. All claims for authorized Service Connected Care are to be submitted to OPSS with the VA as the primary payer as indicated in the referral form issued for the services.

2.12 Provider. A facility, ancillary provider, physician, physician organization, other health care professional, supplier, or other entity engaged in the delivery of health care services which

is licensed and/or certified as required under applicable law, and which has been duly credentialed by OPSS or its designee and is subject to an effective written Amendment directly with OPSS, or indirectly through another entity (such as another provider), to provide Covered Services to Eligible Veterans.

2.13 VA CCN Provider Manual.

The VA CCN Provider Manual (the “Provider Manual”) will include information provided by the VA or OPSS for use by Providers specific to the VA CCN. The Provider Manual will be updated from time to time through revisions, modifications or amendments, which will be communicated to Providers through amendments, provider newsletters, bulletins or supplemental manuals/handbooks. The Provider Manual is temporarily available at info.vacommunitycare.com. Closer to the start of health care delivery, the Provider Manual will be available at vacommunitycare.com. The Provider Manual is expressly incorporated into this Agreement by reference and is binding on the parties to this Agreement.

2.14 Prior Authorization. A required process through which VA reviews and approves certain medical services to ensure the medical necessity and appropriateness of care, according to VA CCN Requirements, prior to services being rendered within a specified timeframe from a non-VA provider or additional resources in the community. This type of process requires Prior Authorization be obtained “prior to” the specified service.

2.15 Prior Authorization List. The Prior Authorization List identifies those admissions or services for which Provider must receive prior approval from the VA. Prior Authorization for Emergent Care shall be handled in accordance with this Amendment and VA CCN Requirements. The Prior Authorization List may change from time to time. OPSS will use reasonable commercial efforts to provide written or electronic notice to Provider at least thirty (30) days in advance of any material changes to the Prior Authorization List, unless shorter notice is necessary in order to comply with the VA CCN Requirements or accreditation requirements.

2.16 Provider Professional. The physicians, practitioners, allied health professionals who have been accepted by OPSS to provide Contracted Services to Enrolled Eligible Veteran.

2.17 Reimbursement Rate. The payment made to Provider for Covered Services provided to an Enrolled Eligible Veteran as set forth in the Payment Appendix to this Amendment. The Reimbursement Rate is calculated in accordance with the VA CCN Requirements. In no event will the Reimbursement Rate exceed the maximum allowed by the VA CCN Requirements.

2.18 Service Connected Care. Medical care and services provided for a Veteran who has an illness or injury incurred in or aggravated by military service as determined by VA.

2.19 State. The state or states in which Provider is to provide Covered Services under this Amendment.

2.20 Time-Eligible Veterans. Veterans who are unable to schedule an appointment for hospital care, medical services or dental services with the VA within the wait-time goals of the Veterans Health Administration (VHA) for such care or services or the period determined by a VA provider to be clinically necessary for such care or services, whichever is shorter. This includes when such care or services are not provided within a medical facility of VA that is accessible to the Veteran. This also includes when there is a compelling reason that the Veteran needs to receive the care or service outside of a medical facility of VA.

2.21 Utilization Management Plan. OPSS's Utilization Management Plan, including the VA CCN Requirements relating thereto. The OPSS Utilization Management Plan, and Provider's responsibilities and requirements relating thereto, are part of the OPSS Policies and are available to Provider in the Provider Manual.

2.22 OPSS Policies. The policies, procedures and programs established by OPSS and applicable to Providers in effect at the time services are rendered to an Enrolled Eligible Veteran, including, without limitation, the Provider Manual, credentialing and quality management and improvement programs, fraud detection and recovery procedures, eligibility verification, payment and coding guidelines, anti-discrimination requirements, utilization management, case management and disease management plans and programs, grievance and appeal procedures, consultation report policy and procedure, and provider dispute and/or administrative review processes. The OPSS Policies are documented in the VA CCN Provider Manual, as defined above, as well as the Optum Provider Manual, and may be modified from time to time through revisions, supplements, modifications or amendments, and Providers may be made aware of those modifications through modification notices, amendments, provider newsletters, bulletins or supplemental releases. In the event of conflict between the VA CCN Provider Manual and the Optum Provider Manual, the VA CCN Provider Manual shall control.

2.23 VA CCN Requirements. VA CCN Requirements shall mean laws, regulations, and requirements applicable to VA CCN, including but not limited to Title 38, United States Code, Chapter 81, Title 38 Code of Federal Regulations, Chapter 1, Part 17, the Prime Contract, and the OPSS Policies as may be amended.

ARTICLE III. PROVIDER OBLIGATIONS

3.1 Provision of Services. Provider will render Contracted Services to Enrolled and Eligible Veterans, in accordance with the terms and conditions of this Amendment, including all VA CCN Requirements. Provider shall be solely responsible for the quality of services rendered by Provider to Enrolled Eligible Veterans. In the event Provider or Provider Professional is uncertain as to whether a service has an Approved Referral or Prior Authorization, the Provider or Provider Professional shall contact the VA, as directed in the Provider Manual and vacommunitycare.com, to obtain a coverage determination prior to rendering services, except in an Emergent Health care Need.

3.2 Provider Education. Provider shall participate in VA CCN education efforts, and shall require all Provider Professionals and staff members to participate in VA CCN education efforts described in the Provider Manual so that Provider, Provider Professionals and Provider's staff members understand the applicable VA CCN Requirements to enable them to carry out the requirements of this Amendment in an efficient and effective manner which promotes Enrolled Eligible Veteran satisfaction.

3.3 Credentialing of Provider Professionals. Provider shall ensure that each Provider Professional submits to OPSS, or its designee, a credentialing application which meets the requirements of OPSS, to the extent they are subject to credentialing. The credentialing application must be approved by OPSS or its designee prior to any performance taking place by such Provider or Provider Professional under this Amendment.

3.4 Office Availability/Access. Provider shall maintain such offices, equipment, patient service personnel and allied health personnel as may be necessary to provide Contracted Services. Provider shall provide Contracted Services under this Amendment at Provider's offices during normal business hours, and shall be available, or obtain coverage referenced in Section 3.5, to Enrolled Eligible Veterans by telephone twenty-four (24) hours a day, seven (7) days a week for consultation on medical concerns. Further, Provider shall be available, or obtain coverage referenced in Section 3.5, to provide Contracted Services on a Medical Emergency basis twenty-four (24) hours a day, seven (7) days a week.

3.5 Coverage. Provider shall arrange for coverage, in the event of Provider Professional's illness, vacation or other absence from his or her practice, and shall ensure that such coverage is by a Provider. Provider shall ensure that the covering professional abides by the terms of this Amendment.

3.6 Notice of Adverse Action. Provider shall notify OPSS within five (5) days of the occurrence of any of the following:

- a) Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's license or authorization to provide Contracted Services;
- b) Any suit or arbitration action brought by a patient against Provider or a Provider Professional for malpractice. In addition, Provider shall send OPSS a summary of the final disposition of such action;
- c) Any misdemeanor conviction or felony information or indictment naming Provider or a Provider Professional. In addition, Provider shall send OPSS a summary of the final disposition thereof;
- d) Any disciplinary proceeding or action naming Provider or a Provider Professional before an administrative agency in any state. In addition, Provider shall send OPSS a summary of the final disposition thereof;
- e) Any cancellation or material modification of the professional liability insurance required to be carried by Provider or a Provider Professional under the terms of this Amendment;
- f) Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's participation in Medicare, Medicaid or CHAMPUS, VA CCN or any succeeding program. In addition, Provider shall send OPSS a summary of the final disposition thereof;
- g) Any action which results in the filing of a report on Provider or a Provider Professional under applicable laws and/or regulations relating to the provision of, or the billing and payment for, Covered Services. In addition, Provider shall send OPSS a summary of the final disposition thereof;
- h) Any material Enrolled Eligible Veteran complaints against Provider or a Provider Professional; or
- i) Any other event or situation that could materially affect Provider's ability to carry out Provider's duties and obligations under this Amendment.

3.7 Non-Discrimination. Provider shall not discriminate against any Enrolled Eligible Veteran in

the provision of Contracted Services hereunder, whether on the basis of the Enrolled Eligible Veteran's coverage under the VA CCN, age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, source of payment, utilization of medical or mental health services, equipment, pharmaceuticals or supplies, or other unlawful basis including, without limitation, the filing by such Enrolled Eligible Veteran of any complaint, grievance or legal action against Provider, OPSS. Provider will make reasonable accommodations for Enrolled Eligible Veteran with disabilities or handicaps, in accordance with all applicable law, including but not limited to, providing such auxiliary aides and services to Enrolled Eligible Veteran at the Provider's expense as are reasonable, necessary and appropriate for the proper rendering of Contracted Services.

3.8 Clinical Quality Monitoring Plan. Provider will comply with all provisions of the clinical quality management plan, including the provision of medical records and other documentation, and those provisions of VA CCN Requirements that state Provider will cooperate fully with a designated utilization and clinical quality management organization, will agree to follow all quality assurance, utilization management, and patient referral procedures established under VA CCN Requirements, will make available medical records or other pertinent records to designated Veteran's Administration utilization management or quality monitoring contractors, and will authorize the release of information as required by OPSS for such quality assurance and utilization management activities. Provider further authorizes OPSS to release all review data obtained through medical record and other document audits required by VA or any peer reviewer.

3.9 Prior Authorization. All services on the Prior Authorization List require a prior authorization from the VA. If a Prior Authorization from the VA is not provided or obtained, Provider's payment will not be reimbursed or will be reduced in accordance with VA CCN Requirements and Provider may not bill the Enrolled Eligible Veteran. A Prior Authorization is not a guarantee of payment; payment determinations are made after the claim is submitted for payment, based on a variety of factors, including the eligibility of the patient and whether the service is a Covered Service.

Payment or reimbursement of the expenses of emergency treatment not previously authorized in a private or federal public hospital not operated by the Department of Veterans Affairs, will be paid if the claim is timely filed, and under the circumstances described in Under certain conditions pursuant to 38 C.F.R. 17.52(a)(3), 17.53, 17.54, and 17.120-17.132.

The preferred method of submitted Prior Authorization requests to VA is in electronic format. If Provider has the capability to submit EDI 278 transactions, Provider will submit Prior Authorization requests via Direct Messaging, eHealth Exchange secure online file exchange, secure email, secure fax, or telephone.

3.10 Approved Referrals. All services, other than primary care for Distance Eligible Veterans, require an Approved Referral from the VA. The provision of services must be limited to what is set forth in the VA Approved Referral, which is only valid for the Provider, services, and time and treatment period specified. Services not included in the Approved Referral and any applicable extension of time and treatment period must be requested by the Provider as a new Approved Referral request. Services provided by the Providers not included in the scope of an Approved Referral will not be reimbursed.

Primary care Referrals for Distance-Eligible Veterans are approved based on VA eligibility data and will be provided by VA without restriction to the number of primary care visits and will be authorized for a period of one (1) year. Referral requests for Distance-Eligible veterans must be submitted on the same day Provider determines a referral is needed.

Veterans may seek mental health services from a CCN Health Care Network Services provider without an Approved Referral prior to the initial visit.

All CCN Network Services providers must submit Referral Requests on the same day on which the CCN provider determines a referral is needed.

3.11 Medical Documentation. The Provider must deliver, directly to VA or the referring Provider, medical documentation in a secure electronic format and include, at a minimum, the data elements described in the Provider Manual.

3.12 Quality Management and Improvement Program. The quality of Covered Services rendered by Provider to Enrolled Eligible Veteran is subject to the quality management and improvement program described in the VA CCN Requirements. Provider will participate in, cooperate with and comply with all quality management and improvement program requirements and all decisions rendered by OPSS in connection with the quality management and improvement program. Provider also will provide, within ten (10) days of receipt of written notice, all medical records, review data and other information as may be required or requested under the quality management and improvement program.

3.13 Indemnification and Liability Insurance. This is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Provider are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, a Provider's professional medical judgment, diagnosis, or specific medical treatments. Each Provider shall be liable for his or her liability-producing acts or omissions. The Provider shall maintain during the term of this Amendment, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000 per occurrence; \$3,000,000 aggregate.

Provider will furnish evidence to OPSS of its insurability, as required in this section, or the provisions of State law as to self-insurance, or limitations on liability or insurance. Provider shall also provide Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Provider gives written notice to OPSS.

The Provider will notify OPSS if it changes insurance providers during the term this Amendment. The notification shall provide evidence that the Provider will meet all the requirements of this section, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

3.14 Listing of Provider. OPSS and its designees may list the name, address, telephone number and other factual information of Provider, in its marketing and informational materials. In no event shall Provider market/advertise the VA CCN Program without the prior written consent of OPSS, except that Provider may make known the fact that it is a participating provider with OPSS for the VA CCN Program.

3.15 Identification Number/Payment of Taxes. Provider shall notify OPSS in writing, thirty (30) days in advance, of any changes to Provider's federal tax identification numbers or national provider identification numbers. Provider shall compensate OPSS for any fine associated with incorrect federal tax identification numbers or national provider identification numbers, should Provider fail to timely notify OPSS in writing. Provider is solely responsible for the payment of any sales, use or other applicable taxes on the sale or delivery of Covered Services.

3.16 Electronic Connectivity. When made available by OPSS, Provider will make reasonable commercial efforts to do business with OPSS electronically. This includes, but is not limited to, checking eligibility status, claims status, and submitting requests for claims adjustments, referrals, prior authorizations, and claims submission, as well as for additional functionalities after OPSS informs Provider that such functionalities have become available. Providers who do not do business with OPSS electronically may be moved to the end of referral and provider directory search lists.

ARTICLE IV. SUBMISSION, PROCESSING AND PAYMENT OF CLAIMS

4.1 Submission of Claims. Provider shall, when possible, submit all claims electronically to OPSS. Providers who do not submit claims electronically to OPSS may be moved to the end of referral and provider directory search lists. Claims shall be submitted as complete, accurate Clean Claims in a format approved by OPSS for Contracted Services rendered to Enrolled Eligible Veteran.

Clean claims must be submitted within one hundred eighty (180) days after the date of service, including claims for which OPSS, as a third party administrator for the VA, is the secondary payer under Coordination of Benefits. Claims received by OPSS beyond the timely filing periods specified in this section may be denied. Provider shall not seek or accept payment from the Enrolled Eligible Veteran in the event OPSS, as a third party administrator for the VA, does not pay Provider for a claim not submitted in a timely manner. Additionally, electronic claims must comply with standardized electronic transactions and code sets as required pursuant to the Health Insurance Portability and Accountability Act ("HIPAA").

Provider will comply with VA CCN Requirements when billing and collecting and/or seeking administrative review of payment for Contracted Services rendered pursuant to this Amendment. OPSS may determine the accuracy and appropriateness of all claims submitted to it. Based on its review of the accuracy and appropriateness of claim information submitted by Provider, OPSS may modify such information and use the modified information as the basis for payment of Contracted Services. OPSS shall include with its payment an explanation of the reasons for any modification of submitted information.

4.2 Reimbursement. OPSS, as a third party administrator for the VA, will pay claims for Covered/Contracted Services as further described in the applicable Payment Appendix to this Amendment, and in accordance with the VA CCN Requirements, Provider will accept the Reimbursement Rates as payment in full for Covered Services. In no event will reimbursement for Covered Services exceed the maximum allowed by the VA CCN Program.

4.3 No Surcharges. Provider shall not charge the Enrolled Eligible Veteran any fees or surcharges for Covered Services rendered pursuant to this Amendment, or any membership fee

or other fee as a prerequisite for accepting an Enrolled Eligible Veteran as a patient. In addition, Provider shall not collect sales, use or other applicable tax from Enrolled Eligible Veteran for the sale or delivery of Covered Services. If OPSS receives notice of any additional charge, Provider shall fully cooperate with OPSS to investigate such allegations, and shall promptly refund any payment deemed improper by OPSS to the party who made the payment.

4.4 Enrolled Eligible Veteran Hold Harmless. Provider acknowledges that Enrolled Eligible Veterans do not have financial responsibility for any Approval Referral or Prior Authorized Service. Provider agrees that in no event, including, but not limited to, non-payment by OPSS, as a third party administrator for the VA, the insolvency of OPSS, or breach of this Amendment, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Enrolled Eligible Veteran or persons other than the VA, or OPSS, as a third party administrator for the VA, for Covered Services. This provision shall survive termination of this Amendment, regardless of the cause giving rise to termination. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Enrolled Eligible Veteran or persons acting on their behalf.

4.5 Charges. Provider shall not charge Enrolled Eligible Veteran for the following services: services for which Provider is entitled to payment from OPSS, as a third party administrator for the VA, services for which the Enrolled Eligible Veteran would be entitled to have OPSS payment, as a third party administrator for the VA, made had Provider complied with VA CCN Requirements; services not medically necessary and appropriate for the clinical management of the presenting illness, injury, disorder or maternity; services for which an Enrolled Eligible Veteran would be entitled to have OPSS payment, as a third party administrator for the VA, made but for a reduction or denial in payment as a result of quality review; and services rendered during a period in which Provider was not in compliance with one or more conditions of authorization pursuant to the VA CCN Requirements.

4.6 Other Health Insurance. Provider shall adhere to the Other Health Insurance policies and procedures set forth in the VA CCN Requirements, including, without limitation, the obligation to provide prompt notification to OPSS of any third party that may be responsible for payment. Provider will maintain and make available to OPSS records reflecting collection of Other Health Insurance proceeds by Provider and, when available to Provider, records reflecting amounts paid to Enrolled Eligible Veteran. Provider shall not bill Enrolled Eligible Veteran for any portion of Covered Services not paid by the primary carrier when OPSS, as a third party administrator for the VA, is the secondary payer, but shall instead look to OPSS, as a third party administrator for the VA, for secondary payment. When an Enrolled Eligible Veteran has other health insurance which is primary, OPSS will determine payment to Provider in accordance with VA CCN Requirements.

4.7 Third Party Recoveries. If OPSS, as a third party administrator for the VA, has compensated Provider for Covered Services, OPSS retains the right to recover from applicable third parties responsible for payment for services rendered to an Enrolled Eligible Veteran and to retain all such recoveries. Provider will provide OPSS with such information as OPSS may require in order to pursue recoveries from such third party sources, and to promptly remit to OPSS any monies Provider may receive from or with respect to such sources of recovery.

4.8 Correction of Claims Payments. OPSS, as a third party administrator for the VA, may recover from Provider amounts owed to OPSS pursuant to VA CCN Requirements, and in accordance with the statute of limitations applicable therein, including payments that were made beyond or outside what is provided for under this Amendment. If Provider does not seek

correction of a given claim payment or denial by giving notice to OPSS within 12 months after the claim was initially processed, it will have waived any right to subsequently seek such correction under this section, or through dispute resolution or in any other forum. Subject to the VA CCN Requirements, OPSS shall have the right to offset overpayments and other amounts Provider owes OPSS against future payments otherwise due to Provider.

4.9 VA CCN for Medicare Eligible. Provider will render Covered Services to Medicare-eligible Enrolled Eligible Veteran of the VA CCN program in accordance with the terms and conditions of the VA CCN program and all applicable Medicare laws, regulations and Centers for Medicare & Medicaid Services (CMS) instructions. Provider will accept assignment for services provided under Medicare and submit claims on behalf of all VA CCN and Medicare Enrolled Eligible Veterans.

4.10 Prime Contract Phase-Out. Provider will use reasonable commercial efforts to submit all VA CCN claims within thirty (30) days from date of service or discharge during the phase-out period of OPSS' Prime Contract with the United States Government.

ARTICLE V. TERM AND TERMINATION

5.1 Term. This Amendment shall take effect on the Amendment Effective Date and shall continue until one of the following occurs:

- a) The parties mutually agree in writing to terminate this Amendment;
- b) Either party terminates the Amendment by providing 180 days prior written notice to the other party;
- c) The Prime Contract expires or is terminated;
- d) A material breach of this Amendment by either party upon 60 days written notice; except that such termination will not take effect if the breach is cured within 45 days after notice of breach.

5.2 Reimbursement of Services after Termination. OPSS will not reimburse the Provider for any Covered Services provided to the Enrolled Eligible Veteran after this Amendment terminates.

5.3 Enrolled Eligible Veteran Notification. Provider shall notify any Enrolled Eligible Veteran seeking professional services after the date of termination that the Provider is no longer a Provider. The parties agree to cooperate in good faith and without disparagement in connection with information supplied to Enrolled Eligible Veteran in connection with any termination of this Amendment.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 Governing Law. This Amendment will be governed by and construed in accordance with VA CCN Requirements and the laws of the state(s) in which Provider renders Contracted Services (except where preempted by Federal law or state law does not have jurisdiction), and any other applicable law. Any provision required to be in this Amendment pursuant to the VA CCN Requirements shall bind Provider, OPSS, whether or not set forth herein. Any provision

required to be in this Amendment pursuant to VA CCN Requirements or other applicable laws shall bind the parties, whether or not expressly set forth herein. The parties agree to comply with all applicable laws, rules and regulations regarding the performance of their obligations under this Agreement. In the case of Indian Health Care providers, no term or condition of the Amendment or any addendum thereto shall be construed to subject the Provider to state law to any greater extent than state law is already applicable. OPSS reserves the right to unilaterally amend, revise or supplement this Amendment with written notice to Provider where necessary to maintain compliance with the VA CCN Requirements and/or any applicable laws, rules, or regulations.

6.2 Supplemental Terms and Conditions. This Amendment is subject to the supplemental terms and conditions specified in Exhibit A.

6.3 Opt-out. The Agreement allows us to amend it by sending you a copy of the Amendment 90 days prior to the Amendment Effective Date. Your signature is not required to make this Amendment effective. However, if you do not wish to accept this Amendment, please provide written notice to us within 30 days of your receipt of this Amendment at the following address:

Optum Health Care Solutions
Optum Provider Data Mgmt.
MN0103-0700
PO Box 1459
Minneapolis, MN 55440-1459

If we receive such notice from you during such time period, this Amendment will not take effect.

All other provisions of the Agreement shall remain in full force and effect.

OptumHealth Care Solutions, LLC ("OHCS")

Signature: 
Print Name: Brennan G. McNally
Title: SVP, Network Solutions
Date: 6/26/19

MN103-0700 Street: PO Box 1459 City: Minneapolis	State: MN Zip Code: 55440-1459
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List of Exhibits:

We include as part of our agreement the following additional materials that bind you and us and which are incorporated fully by reference into this agreement:

Exhibit A: Payment Appendix

Payment Appendix
U.S. Department of Veterans Affairs (VA) Community Care Network (CCN)

Applicability

This Payment Appendix applies to Covered Services rendered to eligible Veterans enrolled in the VA CCN Benefit Program.

Section 1
Definitions

Unless otherwise defined in this section 1, capitalized terms used in this Payment Appendix have the meanings assigned to them in this Agreement.

CMS Fee Amount: The fee amount specified in the current year Medicare fee schedule published by the Centers for Medicare and Medicaid Services for the Carrier Locality in which services were provided.

Customary Charge: The fee for health care services or supplies charged by Provider that does not exceed the fee Provider would ordinarily charge another person regardless of whether the person is a Customer.

Provider: The person or practice that is the contracted party to the participation agreement to which this appendix is attached.

VA Fee Schedule: The fee schedule published by the United States Department of Veterans Affairs pursuant to 38 CFR 17.55 or 17.56, as applicable.

Section 2
Contract Rates for Covered Services

2.1 Contract Rates. The contract rates for Covered Services are the lesser of Customary Charges and the applicable contract rate as follows:

- i) Except as otherwise provided in this Section, the contract rate for Covered Services is 100% of the CMS Fee Amount
- ii) For Covered Services that are not covered by the Medicare program or for which the Medicare program does not have local pricing, the contract rate is the maximum allowable under the VA Fee Schedule.
- iii) For Covered Services that are not covered by the Medicare program or for which the Medicare program does not have local pricing and for which the VA Fee Schedule does not have pricing, the contract rate is 100% of Provider's Customary Charges for Covered Services.
- iv) For Covered Services which are marked as approved under Mill Bill, the Veterans Millennial Health Care Act, the contract rate is the lesser of the amount for which the Customer is responsible or 70% of the CMS Fee Schedule.

Section 3 Miscellaneous

3.1 Billing and Filing of Claims. Provider will submit claims using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Payment Appendix must use CPT Codes, HCPCS Codes, ICD Codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

3.2 Routine Maintenance. Optum Public Sector Solutions, Inc. (OPSS) routinely updates the fee schedule in response to changes published by the Fee Source, such as fee amount changes. OPSS will use reasonable commercial efforts to implement the fee schedule changes in its systems within 90 days after final publication. These changes will be effective in our system on the effective date of the change provided by the Fee Source. However, claims already processed prior to the change being implemented by OPSS will not be reprocessed unless otherwise required by the VA.

OPSS also routinely updates the fee schedule in response to coding changes as described in this Agreement. When implementing coding updates, OPSS will apply the same percentage(s) as set forth above in Section 1 and the then current value of the published code to determine the contract rate. OPSS will use reasonable commercial efforts to implement such changes within 90 days from the date of publication. Claims already processed prior to the change being implemented by OPSS will not be reprocessed unless otherwise required by the VA.

3.3 Payment Code Updates. OPSS will update CPT codes, HCPCS codes, ICD codes or successor version and/or revenue codes according to Health Insurance Portability and Accountability Act requirements based on (a) the latest edition of the Current Procedural Terminology (CPT) manual which is revised by the American Medical Association, (b) the latest edition of the HCPCS manual which is revised by the Centers for Medicare and Medicaid Services (CMS), (c) the latest edition of the ICD manual which is issued by the U.S. Department of Health and Human Services and (d) the latest revenue code guidelines from the National Uniform Billing Committee. Unless specified elsewhere in this Payment Appendix, the contract rate for a new, replacement, or modified code(s) will be at the existing contract rate for the appropriate code(s) it replaced or modified. OPSS will not generally notify Provider of these code updates.



Veterans Affairs Community Care Network Frequently Asked Questions

Key Points

- The U.S. Department of Veterans Affairs (VA) Community Care Network (CCN) supplements the health care services of the military health system and the Veterans Health Administration with a network of civilian health care providers: professionals, facilities, pharmacies and other suppliers.
- VA determines a Veteran's eligibility to get care from a civilian care provider.
- Prior authorization and referral requirements apply.
- Veterans can only access care in the civilian VA CCN with an authorized referral from VA.

Program Description

VA created the VA CCN program to assist Veterans who can't get necessary services from a VA provider either because the services aren't available or the VA provider is too far away.

By participating in the VA CCN, you can help Veterans in your community access a network of civilian healthcare facilities, pharmacies, professionals and suppliers.

VA recently chose UnitedHealthcare and Optum to manage the new VA CCN in Regions 1, 2 and 3:

Region 1		Region 2		Region 3	
Connecticut	New York	Illinois	Nebraska	Alabama	South Carolina
Delaware	North Carolina	Indiana	North Dakota	Arkansas	Tennessee
District of Columbia	Pennsylvania	Iowa	Ohio	Florida	U.S. Virgin Islands
Maine	Rhode Island	Kansas	South Dakota	Georgia	
Maryland	Vermont	Kentucky	Wisconsin	Louisiana	
Massachusetts	Virginia	Michigan		Mississippi	
New Hampshire	West Virginia	Minnesota		Oklahoma	
New Jersey		Missouri		Puerto Rico	

To help you become familiar with the network, please read the following frequently asked questions. Specific information on policies and procedures is in the VA CCN Provider Manual at info.vacommunitycare.com.

To keep up to date on the VA CCN, please visit info.vacommunitycare.com. We'll update these FAQs, the quick reference guide and the VA CCN Provider Manual with the latest program information as we get closer to the start of health care delivery under VA CCN. Thank you.

Frequently Asked Questions and Answers

Eligibility and Benefits

Q. Are all Veterans eligible to receive care from care providers participating in the VA CCN?

- A. Not all Veterans. VA will determine if a Veteran is eligible to get care from a civilian care provider in the VA CCN. To be eligible, a Veteran must be both:
- Enrolled in VA's patient enrollment system
 - Have an approved referral from VA for care in the community

Enrolled Veterans would normally receive care from a VA facility or VA provider. When appointments for the care they need aren't available or when they live too far away, the VA may give the Veteran a referral for community care. The Veteran's caregivers and family members are not eligible for VA CCN care.

Q. How do I confirm that a Veteran is eligible for VA CCN services?

- A. VA will send you a referral with information about the Veteran and the type of care the Veteran can receive. Our VA CCN website, vacommunitycare.com, will be available before the start of health care delivery and will include online tools to view the VA-approved referral and confirm the Veteran's eligibility.

Referrals

Q. Are referrals required for VA CCN?

- A. Yes. Before a Veteran gets care or services from a VA CCN participating care provider, the VA must issue a referral for an episode of care. If you deliver care or services without an authorized referral, the care or services may not be reimbursed.
- VA referrals will include an authorization for a specific standard episode of care. The referral will include a start date and an end date, along with a specified number of visits and/or services.
 - VA may issue a primary care referral for distance-eligible Veterans (those who live too far away from a VAMC) that are valid for one year. These referrals include an unlimited number of primary care visits to a VA CCN primary care provider (PCP).
 - All claims must have a referral or prior authorization number.

When health care delivery starts, you'll be able to verify the status of a referral or prior authorization at vacommunitycare.com or by calling **888-901-7407**.

Q. Does VA CCN require prior authorization?

- A. Yes, prior authorization is required for certain services on the Prior Authorization List, which will be available at vacommunitycare.com. VA will release the list and determine if the services are covered under the VA CCN benefits according to VA policies and guidelines.

When health care delivery starts, you'll be able to verify the status of a prior authorization request at vacommunitycare.com or by calling **888-901-7407**. You can read more about the prior authorization procedures in the VA CCN Provider Manual at info.vacommunitycare.com.

Q. Are notifications required for VA CCN?

- A. Yes. Behavioral health, emergency care and urgent care providers must notify VA within 72 hours when a Veteran self-presents to a VA CCN participating urgent care clinic, emergency department or behavioral health care provider. Instructions for sending notifications to VA are in the Provider Manual at info.vacommunitycare.com.

Q. Can I refer a Veteran for care to another care provider in the VA CCN network?

- A. Yes. All referral requests for additional services have to be approved by VA. Referral instructions and procedures are outlined in the Provider Manual at info.vacommunitycare.com.

Q. Can I refer a Veteran to a hospital for admission?

- A. Referral requests for hospitalization have to be approved by VA, just the same as any other services beyond what is specified in the initial VA referral. Referral instructions and procedures will be outlined in the Provider Manual at info.vacommunitycare.com. If you are providing services to a Veteran under an authorized referral and you determine that the Veteran is experiencing an urgent or emergent symptom or condition, contact VA immediately.

Q. Can I refer a Veteran for care to a provider in another region?

- A. No, a Veteran's eligibility for community care is specific to the region where VA issues the referral. Even if you have an additional clinic or office that is outside of the region from the initial referral, the Veteran can't be treated there without a new referral.

Claims and Provider Reimbursement

Q. How do I file a claim?

- A. As we get closer to the start of health care delivery, you'll find instructions for filing electronic and paper VA CCN claims for medical, behavioral health, dental, and pharmacy services at vacommunitycare.com. All claims must have a VA referral or prior authorization number.

Q. What is the VA CCN reimbursement rate for approved services?

- A. For claims submitted with a valid referral or prior authorization number, services will be reimbursed according to the following payment order:
- Covered services will be reimbursed at 100 percent of the Centers for Medicare & Medicaid Services (CMS) Fee Schedule amount.
 - Covered services that are not covered by the Medicare program or for which the Medicare program does not have local pricing, reimbursement will be made according to the VA Fee Schedule.
 - If the VA Fee Schedule does not include a rate for the covered service provided, reimbursement will be made at 100 percent of provider's customary charges as defined in the Payment Appendix

When VA releases the VA Fee Schedule, it will be available at info.vacommunitycare.com.

Q. How will I be able to tell if VA is the primary or secondary payer for services delivered as part of an episode of care?

- A. Each VA referral will indicate if Optum on behalf of the VA is the primary or secondary payer for the Veteran's episode of care. The Veteran may have other health insurance that is the primary payer. When you're submitting claims, be sure to invoice the primary payer first, then the secondary payer. Please include the Remittance Advice from the primary payers when invoicing secondary payers.

Q. Can I bill the Veteran for non-covered services?

- A. No. VA CCN care providers won't be reimbursed for services that aren't covered in the Veteran's medical benefits package (as determined by VA) or aren't included in the VA approved referral.

Q. Can out-of-network emergency care providers file claims for Veterans?

- A. Out-of-network emergency care providers must submit claims directly to VA. There won't be a referral number for these types of claims. VA's claim submission information is in the VA CCN Provider Manual at info.vacommunitycare.com.

Insurance coverage provided by or through UnitedHealthcare Insurance Company, All Savers Insurance Company, Oxford Health Insurance, Inc. or their affiliates. Health Plan coverage provided by UnitedHealthcare of Arizona, Inc., UHC of California DBA UnitedHealthcare of California, UnitedHealthcare Benefits Plan of California, UnitedHealthcare of Colorado, Inc., UnitedHealthcare of Oklahoma, Inc., UnitedHealthcare of Oregon, Inc., UnitedHealthcare of Texas, LLC, UnitedHealthcare Benefits of Texas, Inc., UnitedHealthcare of Utah, Inc. and UnitedHealthcare of Washington, Inc., Oxford Health Plans (NJ), Inc. and Oxford Health Plans (CT), Inc. or other affiliates. Administrative services provided by United HealthCare Services, Inc., OptumRx, OptumHealth Care Solutions, LLC, Oxford Health Plans LLC or their affiliates. Behavioral health products are provided by U.S. Behavioral Health Plan, California (USBHPC), United Behavioral Health (UBH) or its affiliates.

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U.S. Department of Veterans Affairs (VA) Community Care Network (CCN) Quick Reference Guide

Program Overview

This quick reference guide provides an overview of what you and your practice might need to know about the new VA CCN program.

The VA CCN supplements the health care services of the military health system and the Veterans Health Administration with a network of civilian health care providers.

Using This Guide

To keep up to date on the VA CCN, please visit **info.vacommunitycare.com**. We'll update this guide, the frequently asked questions and the VA CCN Provider Manual with the latest program information as we get closer to the start of health care delivery under VA CCN.

Provider Services

When the VA CCN program launches and health care delivery starts, you can call CCN Provider Services at **1-888-901-7407** (7 a.m. – 7 p.m., local time, Monday – Friday) to:

- Confirm Veteran eligibility and approved referrals
- Check claims status
- Request a referral

Tip: Once health care delivery starts as part of the VA CCN program, you'll be able to verify the status of a referral or prior authorization at **vacommunitycare.com** or by calling **1-888-901-7407**.

Online Tools and vacommunitycare.com

Our VA CCN website, **vacommunitycare.com**, will be available before the start of health care delivery and will include:

- Administrative tools to help you submit claims, as well as track and submit referrals
- VA CCN announcements and news
- Program forms, the provider manual and provider materials
- Links to VA policies and procedures

Updates will be posted to **info.vacommunitycare.com**.

Referrals and Veteran Eligibility

You are not authorized to provide services to a VA eligible Veteran until you receive a VA-approved referral. The only exceptions are for emergency or urgent care, or the Veteran's first behavioral health visit. The referral process is outlined in the VA CCN Provider Manual at **info.vacommunitycare.com**.

When VA determines that a Veteran needs to receive care from a VA CCN provider, VA will send you a referral with information about the Veteran and the type of care the Veteran can receive.

Prior Authorization Requests

Prior authorization is required for the services that will be listed on the VA Prior Authorization List.

The VA Prior Authorization List will be available at vacommunitycare.com before the start of health care delivery under the VA CCN program.

Pharmacy Benefits and Prescription Guidelines

- VA CCN care providers must **not** dispense any pharmaceutical samples to Veterans.
- VA requires that you register with your state's prescription monitoring program, if your state has one, before prescribing a controlled substance.
- Prescriptions for routine and maintenance medications will be filled by the VA pharmacy.
- For urgent and emergency prescriptions:
 - Covered medications are on the VA Urgent/Emergent National Formulary at pbm.va.gov > VA National Formulary > Formulary Documents > [VA Drug Standardization List](#).
 - The initial prescription should be a maximum 14 day supply with no refills. Veterans should fill this prescription at a local network pharmacy.
 - Additional prescriptions should be submitted to and filled by the VA pharmacy.

Claim Management

- Instructions for filing electronic and paper VA CCN claims will be in the VA CCN Provider Manual available at info.vacommunitycare.com.
- All claims must have a referral or prior authorization number.
- Contact CCN Provider Services at **1-888-901-7407** for claim status.
- Submit claims within 180 days from the date of service or date of discharge.

Other Health Insurance

- When the Veteran has other health insurance (OHI) coverage that's primary, submit secondary claims to VA within 90 days from the date of the primary payer's claim decision. Please include the Remittance Advice from the primary payers when invoicing secondary payers.

Reconsideration Request

- Submit reconsideration requests to VA within 90 days from the date of denial.

Submitting Medical Documentation

- VA will release more information about submitting medical documentation closer to the start of health care delivery.
- VA CCN Healthcare Services network providers and Complementary and Integrative Healthcare Services (CIHS) network practitioners will submit medical documentation for VA CCN care directly to VA or the Veteran's referring provider.

Insurance coverage provided by or through UnitedHealthcare Insurance Company, All Savers Insurance Company, Oxford Health Insurance, Inc. or their affiliates. Health Plan coverage provided by UnitedHealthcare of Arizona, Inc., UHC of California DBA UnitedHealthcare of California, UnitedHealthcare Benefits Plan of California, UnitedHealthcare of Colorado, Inc., UnitedHealthcare of Oklahoma, Inc., UnitedHealthcare of Oregon, Inc., UnitedHealthcare of Texas, LLC, UnitedHealthcare Benefits of Texas, Inc., UnitedHealthcare of Utah, Inc. and UnitedHealthcare of Washington, Inc., Oxford Health Plans (NJ), Inc. and Oxford Health Plans (CT), Inc. or other affiliates. Administrative services provided by United HealthCare Services, Inc., OptumRx, OptumHealth Care Solutions, LLC, Oxford Health Plans LLC or their affiliates. Behavioral health products are provided by U.S. Behavioral Health Plan, California (USBHPC), United Behavioral Health (UBH) or its affiliates

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