



An important  
message from  
**Provider Relations**



March, 2019

Thank you for your continued partnership with Allwell *from Home State Health*. We value the care that you provide to our members.

As a reminder, balance billing is strictly prohibited by state and federal law and in accordance with the Allwell *from Home State Health* Provider Participation Agreement (PPA). Additionally, federal law does not allow providers to collect Medicare Parts A and B deductibles, coinsurance or copayments from members enrolled in the qualified Medicare beneficiaries (QMB) program, which exempts members from Medicare cost-sharing liability.

Balance billing occurs when a participating provider bills a member for fees and surcharges above and beyond a member's copayment and coinsurance responsibilities for services covered under the member's benefit program, or for claims for such services denied by Allwell *from Home State Health* or the affiliated participating provider. Participating providers are also prohibited from initiating or threatening to initiate a collection action against a member for nonpayment of a claim for covered services. Participating providers agree to accept Allwell *from Home State Health's* fee for these services as payment in full, except for applicable copayments, coinsurance or deductibles. Participating providers may bill a member for non-covered services when the member is notified in advance that the services to be provided are not covered and the member, nonetheless, requests in writing that the services be rendered. A participating provider who exhibits a pattern and practice of billing members will be contacted by Allwell *from Home State Health* and is subject to disciplinary action.

This prohibition applies to all MA providers, not only those that accept Medicaid. In addition, these balance billing restrictions apply regardless of whether the state Medicaid agency is liable to pay the full Medicare cost-sharing amounts.

In accordance with standards established by the Centers for Medicare & Medicaid Services (CMS), under the terms of the PPA, participating providers agree to hold the member harmless, and protect the member from incurring financial liabilities that are the legal obligation of a Medicare Advantage Organization (MAO) or its participating providers. In no event, including, but not limited to, nonpayment, termination, nonrenewal, insolvency, or breach of an agreement by Allwell *from Home State Health*, may the provider or any intermediary bill, charge, collect a deposit from, or receive other compensation or remuneration from a member. Participating providers cannot take any recourse against a member, or a person acting on behalf of a member, for services provided. This provision does not prohibit the following:

- Collection of applicable coinsurance, deductibles or copayments, as specified in the member's Evidence of Coverage (EOC).
- Collection of fees for non-covered services, provided that the member was informed in advance and in writing of the cost and elected to have non-covered services rendered.

Please don't hesitate to reach out to Provider Services at 855-766-1452 (HMO) or 833-298-3361 (D-SNP) with any questions you may have.

➤ **Keep Up with Our Latest News and Announcements!** All of Home State's News and Announcements are located on our website at [www.HomeStateHealth.com](http://www.HomeStateHealth.com). Here you can also find our annual provider manual, provider training opportunities, quarterly provider newsletters, and so much more!