



PROVIDER Bulletin California

November 1, 2022

This Provider Bulletin applies to lines of business:

PHC CA (Medi-Cal)

Member Protection (Hold Harmless) Commitment Reminder

PHC is committed to ensuring ongoing support for our enrollee populations. As part of PHC's ongoing provider communication initiatives, PHC would like to remind our in network providers of the Member Protection (Hold Harmless) commitment required by Federal Law, State Law and outlined in your respective Provider Services Agreements; please see regulatory references and contract excerpt below.

In accordance with Federal and State of CA law as outlined in section 1902(n)(3)(B) of the Social Security Act, as modified by section 4714 of the Balanced Budget Act of 1997 (http://www.ssa.gov/OP_Home/ssact/title19/1902.htm) and California Welfare and Institutions Code section 14019.4 9 (<https://codes.findlaw.com/ca/welfare-and-institutions-code/wic-sect-14019-4.html>) respectively **balance billing covered Medi-Cal enrollees is strictly prohibited.**

Provider Service Agreement contract excerpt:

Member Protection (Hold Harmless). Provider agrees to hold harmless and protect Members from incurring financial liabilities or fees that are the legal obligation of Health Plan. In no event, including, but not limited to nonpayment by Health Plan, insolvency of Health Plan, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, sue, maintain any action or have any recourse against Members or persons other than Health Plan for services provided pursuant to this Agreement. At no time will Provider or any party with a claim against Provider for Covered Services provided to Members bill or otherwise seek compensation from Members for Covered Services except in the case of Copayments permitted under the Member's Evidence of Coverage or in cases when a third-party payer is primarily responsible and has paid Member for a Covered Service. This prohibition includes but is not limited to a prohibition against invoicing or balance billing Member for the difference between the Provider's billed charges and the reimbursement paid by Health Plan or Health Plan's capitated provider for any covered benefit. Whenever Health Plan receives notice of any such disallowed collections or attempts at such disallowed collections, Health Plan may take appropriate action as allowed by state and federal law. Provider further agrees that this paragraph shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Health Plan's Members.

Please continue to comply with the above Member Protection (Balance Billing Prohibition) requirement along with all other terms and conditions outlined in your contract with PHC/AIDS Healthcare Foundation.

If you have any questions concerning the above notification, please contact the PHP/PHC California Provider Relations team at capr@ahf.org for assistance.

Thank you