

**PARTNERSHIP HEALTHPLAN OF CALIFORNIA
MEDI-CAL PROVIDER MANUAL
CLAIMS DEPARTMENT**

VI.D Prohibition Against Balance Billing PHC Members for Covered Services

All PHC contracted providers should be aware of their contractual responsibility to not seek payment for covered services from PHC members under PHC programs, except where allowed per the contractual language provided below.

PHC Provider Contract Citations:

1. Medi-Cal: PCP Contracts:

5.6 Entire Payment. Primary Care Physician accepts Capitation Payment as payment in full for Primary Care Covered Services as described in Attachment C herein. Primary Care Physician will not seek any Surcharges (copayment) from Case Managed Members for Covered Services under any circumstances except as may be required by County for Medi-Cal Member participation on the program in accordance with State and federal law.

5.6.1 Except as otherwise provided herein, Primary Care Physician will accept such compensation as complete and full discharge of the liability of Partnership and its Medi-Cal Members with respect to compensation for Covered Services.

5.6.2 Primary Care Physician will look only to Partnership for such compensation. Partnership has the sole authority to determine reimbursement policies and methodology of reimbursement under this Agreement, which includes reduction of reimbursement rates if rates from the State to Partnership are reduced by DHCS.

2. Medi-Cal: Specialist and Ancillary Contracts:

5.3 Medi-Cal Member Billing – Provider will not submit claims to or demand or otherwise collect reimbursement from a Medi-Cal Member, unless share of cost, or from other persons on behalf of the Medi-Cal Member, for any service included in the Medi-Cal program's Covered Services in addition to a claim submitted to the Partnership for that service.

3. Medi-Cal: Hospital Contracts:

5.3. Medi-Cal Member Hold Harmless. Hospital will not submit claims to or demand or otherwise collect reimbursement from a Medi-Cal Member, or from other persons on behalf of the Medi-Cal Member, for any service included in the Medi-Cal program's Covered Services in addition to a claim submitted to the Partnership for that service. Furthermore, hospital will hold harmless the State of California and Medi-Cal Members in the event Partnership cannot or will not pay for services provided by hospital under this Agreement.

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4. Medi-Cal Title 22 Beneficiary Billing:

TITLE 22. SOCIAL SECURITY
DIVISION 3. HEALTH CARE SERVICES
SUBDIVISION 1. CALIFORNIA MEDICAL ASSISTANCE PROGRAM
CHAPTER 3. HEALTH CARE SERVICES
ARTICLE 1.3. GENERAL PROVISIONS

§ 51002. Beneficiary Billing.

(a) A provider of service under the Medi-Cal program shall not submit claims to or demand or otherwise collect reimbursement from a Medi-Cal beneficiary, or from other persons on behalf of the beneficiary, for any service included in the Medi-Cal program's scope of benefits in addition to a claim submitted to the Medi-Cal program for that service, except to:

- (1) Collect payments due under a contractual or legal entitlement pursuant to Section 14000
- (b) of the Welfare and Institutions Code.

(2) Bill a long-term care patient for the amount of his liability.

(3) Collect copayment pursuant to Welfare and Institutions Code Section 14134.

(b) In the event that a beneficiary willfully refuses to provide current other health care coverage billing information as described in Section 50763 (a) (5) to a provider, upon giving the beneficiary written notice of intent, the provider may bill the beneficiary as a private pay patient. This shall not apply for beneficiaries covered under Medi-Cal capitated contracting arrangements. Capitated contractor or subcontractor billing beneficiaries covered under Medi-Cal capitated contracting arrangements shall be governed by applicable laws including Welfare and Institutions Code and by; the terms of the contract.