



February 13, 2014

To All PCOT Providers

Ladies and Gentlemen:

The PCOT's Board of Directors executed a contract with Aetna for the Medicare Advantage Plan.

The summary of contract terms are attached with other pertinent information. This health plan follows CMS guidelines, but offers patients a broad range of services other than the standard Medicare plan.

This contract pays 100% RBRVS, Rest of Texas locality.

This is only for the following counties: Smith, Cherokee, Gregg, Titus, Wood, and Van Zandt.

This contract will be effective as of May 1, 2014.

Please indicate your practice's plans to participate in this Medicare Advantage Plan by checking one of the boxes below. CMS requires a new participation agreement stating that you will abide by the CMS Federal guidelines and the Provider & Subcontractor Ownership/Controlling Interest Worksheet. Each physician must execute these agreements to participate in this contract. This response and the CMS participation agreements should be mailed to PCOT, 1318 Doctors Dr. Tyler, Texas 75701 or faxed to the PCOT at 903-526-2320. Your prompt attention to this matter will be appreciated. Please return to the PCOT by February 28, 2014.

Sincerely,

Jennifer Roach
Executive Director

_____ Yes, our practice will accept these fees and all physicians in the practice will participate in the Medicare Advantage contract with Aetna.

_____ No, our practice does not wish to participate in the Medicare Advantage contract with Aetna.

Date: _____ Practice Name: _____

Authorized Signature: _____

Tax I.D. No. _____

Printed Physician Name(s): _____

1318 Doctors Drive Tyler, Texas 75701
903-526-3268 or 1-888-248-1907 Fax: 903-526-2320

**PROVIDER ACCEPTANCE OF CMS REQUIRED PROVISIONS FOR MEDICARE
ADVANTAGE DOWNSTREAM PROVIDER AGREEMENTS**

- 1.1 Compliance with CMS Agreement and Federal Medicare Law. Provider shall comply with any and all requirements in the CMS Agreement which are applicable to Provider as a subcontractor of Medicare Advantage Plan as a result of this Agreement. Provider shall comply with Title XVIII of the Social Security Act and the regulations adopted thereunder by CMS for the Medicare program.
- 1.2 Prompt Payment. For each Clean Claim submitted by Provider, Medicare Advantage Plan shall pay the amount due to Provider within thirty (30) calendar days following receipt of a Clean Claim by Medicare Advantage Plan.
- 1.3 Confidentiality of Medical Records. Provider shall establish and maintain procedures and controls so that no information contained in its records or obtained from CMS or from others shall be used by or disclosed by it, its agents, officers, or employees except as provided in Section 1106 of the Social Security Act, as amended, and regulations prescribed thereunder.
- 1.4 Continuing Care Obligations. In the event of termination of Provider participation with Medicare Advantage Plan for any reason, Provider shall continue to provide Covered Services to Members, including any Members who become eligible during the termination notice period, until the Member is transitioned to another Medicare Advantage Plan Participating Provider.
- 1.5 Managed Care Program Services, Medicare Advantage Plan Accountability and Provider Cooperation. Consistent with the requirements of State and Federal Law, Medicare Advantage Plan shall be accountable for the performance of the following services for all Managed Care Medicare Advantage Plans: (i) quality management and improvement, (ii) medical management, (iii) credentialing, (iv) Member rights and responsibilities, (v) preventive health services, (vi) medical record review and (vii) payment and processing of claims (collectively, "Managed Care Program Services"). Without limiting the foregoing, Medicare Advantage Plan shall remain accountable to CMS for complying with its obligations under the CMS Agreement. Provider shall cooperate with Medicare Advantage Plan in the performance of all Managed Care Program Services.
- 1.6 Medical Records. Provider shall maintain all patient medical records relating to Covered Services provided to Members, in such form and containing such information as required by State and Federal Law. Medical records shall be maintained in a manner that is current, detailed, organized and permits effective patient care and quality review by Provider and Medicare Advantage Plan pursuant to State and Federal law. Medical records shall be maintained in a form and physical location which is accessible to Provider, Medicare Advantage Plan and Government Agencies. Provider shall maintain the confidentiality of all Member medical records and treatment information in accordance with State and Federal Law and have procedures in place that specify the purpose for which the information shall be used within Provider' organization and to whom and for what purposes Provider may disclose the information outside of Provider. Medical records shall be retained by Provider for at least ten (10) years following the provision of Covered Services and as required by State and Federal Law. The provisions of this Section shall survive termination of this Agreement for the period of time required by State and Federal Law.
- 1.7 No Billing of Members. Provider hereby agrees that in no event, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a Medicare Advantage Plan Member or person, for Covered Services provided.

This provision shall not prohibit collection of deductibles, Copayments, co-insurance and/or non-Covered Services.

- 1.8 Submission of Data. Provider shall cooperate with Medicare Advantage Plan in submitting to the Secretary of Health and Human Services statistical data pertaining to Provider Services provided by Provider, any other reports the Secretary may reasonably require to carry out its functions under the Medicare Advantage program.
- 1.9 Term. The provisions of this letter are effective as of the date signed below and shall remain in effect until terminated by Provider with ninety (90) days' written notice to Medicare Advantage Plan.

By signing below, Provider accepts of all terms in this letter and states that Provider is a Medicare Participating Provider. Provider must maintain status as a Medicare Participating Provider in order to participate with Medicare Advantage Plan:

ENTITY NAME:

BY:

NAME:

TITLE:

ADDRESS:

DATE: