



**STATE OF RHODE ISLAND
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
PROVIDER AGREEMENT FORM**



I, the Provider acknowledge and understand that participation in the Rhode Island Executive Office of Health and Human Services Medicaid Program hereafter, “EOHHS” or “RI Medicaid” is voluntary, and I agree to the following:

1. The Provider acknowledges it is subject to and will follow all applicable Federal and RI General laws, EOHHS rules, applicable State and Federal regulations, the False Claims Act, Title XIX of the Social Security Act, the American with Disabilities Act, EOHHS policies and amendments, official policy as transmitted to the provider in the applicable EOHHS provider manuals, provider bulletins, reference guides, transmittal letters or “updates” as well as certification standards that govern the specific Medicaid waiver service or govern the Rhode Island Medicaid Program in accordance with requirements of the Federal Government and the State of Rhode Island and any amendments to any of these authorities thereto (hereafter collectively referred to as “legal authorities”). Suspected violations must be reported by the Provider to EOHHS, its fiscal agent, or the Medicaid Fraud Control Unit of the Rhode Island Department of Attorney General (MFCU). The provider acknowledges that it is responsible for knowing the applicable provisions of federal and state laws, regulations, the Medicaid waiver requirements, and policies that apply to the provided services and for complying with all as a condition of participation as a provider in the RI Medicaid program. Provider may be held liable for any violation of these rules, regulations or policies including suspension and/or termination from the RI Medicaid program. Provider acknowledges that administrative, civil, or criminal action may be initiated if the Provider is found in violation of the legal authorities. It is the responsibility of the provider to be familiar with the legal authorities.
2. EOHHS materials are located at the EOHHS website and/or EOHHS Rules and Regulations are located at the RI Secretary of State’s website under Rules and Regulations.
3. Provider agrees that it will practice sound fiscal business practices including but not limited to refraining from billing for services which are not documented; failing to meet the minimal professional standards for such services; or failing to meet the required billing elements for that service as required by the RI Medicaid program. The provider will not abuse or waste Medicaid funds that result in unnecessary costs to the RI Medicaid program by only billing for RI Medicaid covered services and those services authorized for that Medicaid provider type.
4. Provider agrees to comply with all requirements of 42 CFR Part 455, as now in effect and as may be amended. The provider agrees to respond to all written requests for documentation or information requested by the Medicaid program to support any billed claim, to authorize payment for Medicaid covered services or to assess the health and safety of any Medicaid covered participant served by this provider. Failure to respond in thirty calendar days of this request may be considered abuse of Medicaid funds and may be grounds for recoupment and/or referral to the RI MFCU.
5. Provider hereby affirms that it and each person employed by or under contract with it for the purpose of providing services holds all applicable licenses and/or necessary certifications and meets the qualifications specified in the Medicaid Provider Manual, or as required by federal or state statute, regulation, or rule for the provision of service.

6. Provider agrees to remain licensed, certified, and/or registered as required by State and/or Federal law. The Provider will notify RI Medicaid within seven (7) days of any adverse action initiated against the license, certification, or registration of the provider or any of its officers, agents or employees.
7. The Provider consents to the use of statistical sampling and extrapolation as currently used by US HHS-OIG as a means to determine any amounts owed by the provider to the RI Medicaid program as a result of an investigation or audit conducted by EOHHS, its utilization review program, and/or the RI MFCU, or an authorized agent of any of these organizations.
8. This Agreement shall remain in full force and effect for one year. In the absence of notice of termination by either party, the agreement shall automatically be renewed for a period of one year and may be renewed for additional one year periods provided that the agreement shall expire five years after its effective date. Upon each renewal provider recertification, revalidation, and credentialing will be reviewed to ensure the provider continues to meet all applicable requirements of the agreement. This recertification, revalidation and credentialing must be repeated no later than every five years.
9. The Provider may use or access Protected Health Information in order to perform functions, activities or services as a Provider, and agrees that such use, access, or disclosure will not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d, et seq., and its implementing regulations including, but not limited to, 45 CFR parts 160, 162 and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1, et seq. The Provider recognizes and agrees that it is obligated by law to meet and comply with the applicable provisions of the above statutes, rules, regulations and Acts, and as may be amended from time to time. The Provider agrees that Protected Health Information is defined in 45 CFR 160.103, as well as being referenced in Section 13400 of Subtitle D (“Privacy”) of the HITECH Act, as follows:

“Protected health information means individually identifiable health information:

- A. Transmitted by electronic media;
- B. Maintained in electronic media; or
- C. Transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in:

- A. Education records covered by the Family Educational Rights and Privacy Act;
- B. Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and
- C. Employment records held by a covered entity in its role as employer.”

10. Certification regarding debarment, suspension and other responsibility matters:

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal or State department or agency;
 - b. Have not been convicted of or had a civil judgment rendered against them for commission of fraud; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
11. To provide medically necessary services, goods, or products within the amount, duration, and scope of RI Medicaid, to beneficiaries consistent with the provider's qualifications and adhere to professional standards governing medical care and services.
12. To maintain, for a minimum of ten (10) calendar years after the year of service, information and records necessary to determine the nature and extent of services rendered under RI Medicaid and furnish them in the State of Rhode Island upon request by the Secretary of the Executive Office of Health and Human Services (EOHHS), RI Medicaid, and to the RI MFCU. Further, the provider specifically agrees to notify the Secretary of EOHHS and RI Medicaid, within thirty-five (35) days of any agreement or transaction relating to the provider's ownership interest in any subcontractor with whom the provider has had business transactions exceeding the lesser of \$25,000 or 5% of the provider's total operating costs during the immediately preceding twelve (12) month period. In addition, the provider agrees to notify EOHHS of any significant business transactions during the 5 year period ending on the date of the request, including, but not limited to, any change of ownership or control interest of the provider, bankruptcy, mergers, and transaction which exceeds the lesser of \$25,000 or 5% of the provider's total operating costs within any twelve (12) month period, between the provider and any wholly owned supplier or between the provider and any subcontractor within thirty-five (35) days of said transaction.
13. To accept the rates of fees and reimbursement of RI Medicaid as the sole and complete payment in full for services, goods or products delivered to beneficiaries, except for payment made from the beneficiary's applied income, authorized co-payments, cost sharing, or spend-down liability. The provider shall claim payment only for covered services provided to an individual Medicaid client as authorized by the Executive Office of Health and Human Services.
14. To offer services in accordance with Title VI of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act of 1973, as amended, as well as all State and Federal laws that prohibit discrimination on the basis of race, sex, age, color, religion, national origin and handicap.
15. To fully exhaust the beneficiary's other medical insurance or other third party sources for payment for medical care prior to submitting Medicaid claims for reimbursement; to report third party payment and acknowledge RI Medicaid Program as payer of the last resort; to assist RI Medicaid in identifying other possible sources of third party liability for those beneficiaries who may have legal recourse to pay all or part of the medical costs.

16. To notify the EOHHS directly or through its fiscal agent of material and/or substantial changes in information contained on the enrollment application given to EOHHS by the provider. This notification shall be made in writing within thirty-five (35) days of the event triggering the reporting obligation.
17. To bill the RI Medicaid Program in accordance with State and Federal regulations and laws, but in no event more than the provider's usual, customary, and reasonable rate charged to the general public for all services, goods, and products provided to Medicaid beneficiaries.
18. On each claim form or transmittal document for the claims submitted via electronic means, to certify by signature of the provider, or if the provider is organized as a corporation, partnership, limited partnership, limited liability corporation, or other business entity, an owner, partner, director, or officer of that entity, that the goods or services listed were medically necessary, authorized (if the goods or services claimed required preauthorization under existing statutes or regulations), and actually rendered to the RI Medicaid beneficiary. The Provider shall be responsible for the accuracy of claims submitted, whether in paper or electronic form. Provider acknowledges that neither EOHHS nor its fiscal agent bears responsibility for the review and correction of inaccuracies in any claim form or transmittal submitted by the Provider.
19. To submit claims and documentation in a form acceptable to EOHHS and its fiscal agent; to receive payment in the form of electronic funds transfer, such payments maybe held at a transfer in charge of ownership for reconciliation in recoupment.
20. In the event that EOHHS, its fiscal agent, or the RI MFCU determines that there is probable cause to believe that an overpayment has been made to the Provider by inaccuracy or fraud in the Provider's submission of claims as set forth in Paragraph 11, the Provider agrees that an amount equal to the overpayment may be withheld by EOHHS pending investigation and/or settlement of the disputed claim. In the event no payment is due or no current payment is forthcoming, the Provider agrees that an amount equal to the overpayment, described above, may be sought through administrative, civil or criminal action as determined by EOHHS, its fiscal agent, or the RI MFCU. Suspected violations must be reported by the Provider to EOHHS, its fiscal agent, or the RI MFCU.
21. To acknowledge and accept as incorporated by reference the definitions of terms included in – Glossary Definitions. (See Addendum I)
22. To agree that any amendments or revisions to this Provider Agreement must be made in writing and signed by both parties. A Provider cannot bill Medicaid until they are an accepted, enrolled RI Medicaid Provider.
23. RI Medicaid Providers must be Medicare certified unless no Medicare covered services are provided by the Provider.
24. That, I as the authorized signatory, am binding all of the employees, agents, subcontractors, and representatives providing services under this provider number to all of the terms of this agreement.
25. RI Medicaid providers who employ individuals applying for benefits under any chapter of Title 40 shall comply in a timely manner (within 14 days) with requests made by EOHHS for any

documents describing employer sponsored health insurance coverage or benefits the provider offers that are necessary to determine eligibility for RIte Share, the State's premium assistance program pursuant to section 40-8.4-12. Such documents requested by EOHHS may include, but are not limited to, Certificates of Coverage or a Summary of Benefits and employee obligations and/or financial contribution. Upon receiving notification that EOHHS has determined that the employee is eligible for premium assistance under section 40-8.4-12, the provider shall accept the enrollment of the employee and his or her family in the employer based health insurance plan without regard to any seasonal enrollment restrictions, including open enrollment restrictions, and/or the impact on the employee's wages. If required by EOHHS, enrollment in an employer based health insurance plan is a condition of Medicaid eligibility regardless of any existing pay-in-lieu of benefits arrangement. Providers who do not comply with the provisions set forth in this section shall be subject to suspension as a participating Medicaid provider.

26. If a provider fails or ceases to meet any of the required criteria in applicable state statutes, EOHHS regulations, provider manuals, "updates", or provider reference guides the provider's participation in the RI Medicaid program may be terminated. If the provider enters an agreement with any other agency, federal or state, that revokes, voids, suspends or denies issuance, renewal, or extension of a license, certificate, or other requirement of qualification or that takes an action such as settlement the RI Medicaid program may, at its option, terminate the provider as a RI Medicaid provider.
27. This is to certify that the information provided in support of the Provider Application is true and accurate and I completely understand that any falsification or concealment of a material fact may be prosecuted under Federal and State Laws. Willful misstatement of any material fact in the application may result in criminal prosecution. I acknowledge that this agreement is being signed under the pains and penalties of perjury and understand that EOHHS is relying on the accuracy of the information I have presented. I understand and accept that my signature herein denotes acceptance of the terms of this agreement, which are binding upon all of my employees, contractors, agents and representatives. I agree to inform and educate all my employees, contractors, subcontractors, agents and representatives of the requirements of this agreement.