

**CONNECTICUT DEPARTMENT OF SOCIAL SERVICES
HEALTH CARE FINANCING**

PROVIDER ENROLLMENT AGREEMENT

(Name of Applicant)

(hereinafter "Provider") wishes to participate in the Connecticut Medical Assistance Program and, therefore, represents and agrees as follows:

General Provider Requirements

1. To comply continually with all enrollment requirements established under rules adopted by the Connecticut Department of Social Services (hereinafter DSS) or any successor agency, as they may be amended from time to time.
2. To abide by and comply with all federal and state statutes, regulations, and policies pertaining to Provider's participation in the Connecticut Medical Assistance Program, as they may be amended from time to time.
3. To continually adhere to professional standards governing medical care and services and to continually meet state and federal licensure, accreditation, certification or other regulatory requirements, including all applicable provisions of the Connecticut General Statutes and any rule, regulation or DSS policy promulgated pursuant thereto and certification in the Medicare program, if applicable.
4. To furnish all information requested by DSS specified in this Agreement and the Application Form, and, further, to notify DSS or its designated agent, in writing, of all material and/or substantial changes in information contained on the Application Form.

To furnish material and/or substantial changes in information including changes in the status of Medicare or Medicaid eligibility, provider's license, certification, or permit to provide services in/for the State of Connecticut, and any change in the status of ownership of the Provider, if applicable.

5. To provide services and/or supplies covered by Connecticut's Medical Assistance Program to eligible clients pursuant to all applicable federal and state statutes, regulations, and policies.

6. To maintain a specific record for each client eligible for the Connecticut Medical Assistance Program benefits, including but not limited to name; address; birth date; Social Security Number; Connecticut Medical Assistance Program identification number; pertinent diagnostic information including x-rays; current treatment plan; treatment notes; documentation of dates of services and services provided; and all other information required by state and federal law.
7. To maintain all records for a minimum of five years or for the minimum amount of time required by federal or state law or regulation governing record retention, whichever period is greater. In the event of a dispute concerning goods and services provided to a client, or in the event of a dispute concerning reimbursement, documentation shall be maintained until the dispute is completely resolved or for five years, whichever is greater.

The Provider acknowledges that failure to maintain all required documentation may result in the disallowance and recovery by DSS of any amounts paid to the Provider for which the required documentation is not maintained and provided to DSS upon request.

8. To maintain, in accordance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d through 1320d-8, inclusive, and regulations promulgated thereto, the confidentiality of client's record, including, but not limited to:
 - a. client's name, address, and Social Security number;
 - b. medical services provided;
 - c. medical data including diagnosis and past medical history;
 - d. any information received for verifying income eligibility;
 - e. any information received in connection with the identification of legally liable third party resources.

Disclosure of clients' personal, financial, and medical information may be made under the following circumstances:

- f. to other providers in connection with their treatment of the client;
- g. to DSS or its authorized agent in connection with the determination of initial or continuing eligibility, or for the verification or audit of submitted claims;
- h. in connection with an investigation, prosecution, or civil, criminal, or administrative proceeding related to the provision of or billing for services covered by the Connecticut Medical Assistance Program;
- i. as required to obtain reimbursement from other payer sources;

- j. as otherwise required by state or federal law; and
- k. with the client's written consent to other persons or entities designated by the client or legal guardian, or, in the event that the client is a minor, from the client's parents or legal guardian.

Upon request, disclosure of all records relating to services provided and payments claimed must be made to the Secretary of Health and Human Services; to DSS; and/or to the State Medicaid fraud control unit, in accordance with 42 C.F.R. § 431.300 et seq.

In the event that the Provider authorizes a third party to act on the Provider's behalf, the Provider shall submit written verification of such authorization to DSS.

- 9. To maintain a written contract with all subcontractors which fulfills the requirements that are appropriate to the service or activity delegated under the subcontract, and, in accordance with 42 C.F.R. § 455.105 and § 431.115 et seq., to provide upon request of the Secretary of Health and Human Services and/or DSS, full and complete information about the ownership of any subcontractor or any significant business transaction.

No subcontract, however, terminates the legal responsibility of the Provider to DSS to assure that all activities under the contract are carried out. Provider shall furnish to DSS upon request copies of all subcontracts in which monies covered by this Agreement are to be used. Further, all such subcontracts shall include a provision that the subcontractor will comply with all pertinent requirements of this Agreement.

- 10. To abide by the DSS' Medical Assistance Program Provider Manual(s), as amended from time to time, as well as all bulletins, policy transmittals, notices, and amendments that shall be communicated to the Provider, which shall be binding upon receipt unless otherwise noted. Receipt of amendments, bulletins and notices by Provider shall be presumed when the amendments, bulletins, and notices are mailed to Provider's current address on file with DSS or its fiscal agent.
- 11. To make timely efforts to determine clients' eligibility, including verification of resources, and to pursue insurance, Medicare and any other third party payor prior to submitting claims to the Connecticut Medical Assistance Program for payment.

Provider further acknowledges the Connecticut Medical Assistance Program as payer of last resort. Provider agrees to exhaust clients' medical insurance resources prior to submitting claims for reimbursement and to assist in identifying other possible sources of third party liability, which may have a legal obligation to pay all or part of the medical cost of injury or disability.

12. To comply with the advance directives requirements set forth specified in 42 C.F.R. Part 489, Subpart I, and 42 C.F.R. § 417.436(d), if applicable.

Billing/Payment Rates

13. To submit timely billing in a form and manner approved by DSS, as outlined in the Provider manual, in an amount no greater than the rates and/or amounts in accordance with those established by the Connecticut Medical Assistance Program, after first ascertaining whether any other insurance resources may be liable for any or all of the cost of the services rendered and seeking reimbursement from such resource(s).
14. To comply with the prohibition against reassignment of provider claims set forth in 42 C.F.R. § 447.10.
15. To submit only claims for goods and services covered by the Connecticut Medical Assistance Program and that are documented by Provider as being:
 - a. for medically necessary medical assistance goods and services;
 - b. for medical assistance goods and services actually provided to the person in whose name the claim is being made;
 - c. for compensation that Provider is legally entitled to receive; and
 - d. in compliance with DSS requirements regarding timely filing.
16. To accept payment as determined by DSS or its fiscal agent in accordance with federal and state statutes and regulations and policies as payment in full for all services, goods, and products covered by Connecticut Medical Assistance Program and provided to program clients.

The Provider further agrees not to bill clients or any other party for any additional or make-up charge for services covered by the Connecticut Medical Assistance Program, excluding any co-payment permitted by law, even when the Program does not pay for those covered services for technical reasons, such as a claim not timely filed or a client being Medicaid managed-care eligible, or a billed amount exceeding the program allowed amount.

The Provider shall refund to the payor any payment made by or on behalf of a client determined to be eligible for Medicaid to the extent that eligibility under the program overlaps the period for which payment was made and to the extent that the goods and services are covered by Medicaid.

17. To timely submit all financial information required under federal and state law.
18. To refund promptly (within 30 days of receipt) to DSS or its fiscal agent any duplicate or erroneous payment received, including any duplication or erroneous payment received for prior years or pursuant to prior provider agreements.
19. To make repayments to DSS or its fiscal agent, or arrange to have future payments from the DSS program(s) withheld, within 30 days of receipt of notice from DSS or its fiscal agent that an investigation or audit has determined that an overpayment to Provider has been made. This obligation includes repayment of an overpayment received for prior years or pursuant to prior provider agreements. The Provider is liable for any costs incurred by DSS in recouping any overpayment.
20. To promptly make full reimbursement to DSS or its fiscal agent of any federal disallowance incurred by DSS when such disallowance relates to payments previously made to Provider under the Connecticut Medical Assistance Program, including payments made for prior years or pursuant to prior provider agreements.
21. To maintain fiscal, medical and programmatic records which fully disclose services and goods rendered and/or delivered to eligible clients. These records and information will be made available to authorized representatives upon request, in accordance with all state and federal statutes and regulations, including but not limited to 42 C.F.R. § 431.107 including but not limited to, information regarding payments claimed by the Provider for furnishing goods or services.
22. To cooperate fully and make available upon demand by federal and state officials and their agents all records and information that such officials have determined to be necessary to assure the appropriateness of DSS payments made to Provider, to ensure the proper administration of the Connecticut Medical Assistance Program and to assure Provider's compliance with all applicable statutes and regulations and policies. Such records and information are specified in federal and state statutes and regulations and the Provider Manual and shall include, without necessarily being limited to, the following:
 - a. medical records as specified by Section 1902(a)(31) of Title XIX of the Social Security Act, 42 U.S.C. § 1396a, (hereinafter the "Act") and any amendments thereto;
 - b. original prescriptions for and records of all treatments, drugs and services for which vendor payments have been made, or are to be made under the Connecticut Medical Assistance Program, including the authority for and the date of administration of such treatment, drugs, or services;

- c. any original documentation determined by DSS or its representative to be necessary to fully disclose and document the medical necessity of and extent of goods or services provided to clients receiving assistance under the provisions of the Connecticut Medical Assistance Program;
 - d. any other original documentation in each client's record which will enable the DSS or its agent to verify that each charge is due and proper;
 - e. financial records maintained in accordance with generally accepted accounting principles, unless another form is specified by DSS; and
 - f. all other records as may be found necessary by DSS or its agent in determining Provider's compliance with any federal or state law, rule, regulation, or policy.
23. That any payment, or part thereof, for Connecticut Medical Assistance Program goods or services which represents an excess over the appropriate payment or a violation due to abuse or fraud, shall be immediately paid to DSS. Any sum not so repaid may be recovered by DSS in accordance with the provisions below or in an action by DSS brought against the Provider.

Audits and Recoupment

24. That in addition to the above provisions regarding billing and payment, Provider agrees that:
- a. amounts paid to Provider by DSS shall be subject to review and adjustment upon audit or due to other acquired information or as may otherwise be required by law;
 - b. whenever the commissioner of social services renders a decision, whether based upon a field audit or otherwise, which decision results in the Provider being indebted to the DSS for past overpayments, DSS may recoup said overpayments as soon as possible from the DSS's current and future payments to the Provider. DSS's authority to recoup overpayments includes recoupment of overpayments made for prior years or pursuant to prior provider agreements. A recomputation based upon such adjustments shall be made retroactive to the applicable period;
 - c. in a recoupment situation, DSS determine a recoupment schedule of amounts to be recouped from Provider's payments after consideration of the following factors:
 - (1) the amount of the indebtedness;
 - (2) the objective of completion of total recoupment of past overpayments as soon as possible;

- (3) the cash flow of the Provider; and
 - (4) any other factors brought to the attention of DSS by the Provider relative to Provider's ability to function during and after recoupment.
- d. whenever Provider has received past overpayments, the DSS may recoup the amount of such overpayments from the current and future payments to Provider regardless of any intervening change in ownership;
 - e. if Provider owes money to DSS, including money owed for prior years or pursuant to prior provider agreements, DSS or its fiscal agent may offset against such indebtedness any liability to another provider which is owned or controlled by the same person or persons who owned or controlled the first provider at the time the indebtedness to DSS was incurred. In the case of the same person or persons owning or controlling two or more providers but separately incorporating them, whether the person or persons own or control such corporations shall be an issue of fact. Where common ownership or control is found, this subsection shall apply notwithstanding the form of business organizations utilized by such persons e.g. separate corporations, limited partnerships, etc.; and
 - f. DSS's decision to exercise, or decision not to exercise its right of recoupment shall be in addition to, and not in lieu of, any other means or right of recovery the DSS may have.

Fraud and Abuse; Penalties

- 25. To cease any conduct that DSS or its representative deems to be abusive of the Connecticut Medical Assistance Program; and to promptly correct any deficiencies in Provider's operations upon request by DSS or its fiscal agent.
- 26. To comply with Section 1909 of the Act which provides federal penalties for violations connected with the Medical Assistance Program.

Provider acknowledges and understands that the prohibitions set forth in the Act include but are not limited to:

- a. false statements, misrepresentation, concealment, failure to disclose and conversion of benefits;
- b. any giving or seeking of kickbacks, rebates, or similar remuneration;

- c. charging or receiving reimbursement in excess of that provided by the State;
and
 - d. false statements or misrepresentation in order to qualify as a provider.
27. That termination from participation in the Connecticut Medical Assistance Program will result if the Provider is convicted of a criminal offense as set forth in state or federal law, or by the Medicare Program or Connecticut Medical Assistance Program, and suspension may result if the Provider is so sanctioned by DSS pursuant to statute and regulation for having engaged in fraudulent or abusive program practices or conduct.

Nondiscrimination

28. To abstain from discrimination or permitting discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including but not limited to blindness or payor source, in accordance with the laws of the United States or the State of Connecticut.

Provider further agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal Financial Assistance from the Department of Health and Human Services;
- b. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq., (hereafter the “Rehabilitation Act”) as amended, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of the Rehabilitation Act and the regulations, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal Financial Assistance from the Department of Health and Human Services;.

- c. Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681, et seq., as amended, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the regulations, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity for which the Applicant receives Federal Financial Assistance from the Department of Health and Human Services; and
- d. the civil rights requirements set forth in 45 C.F.R. Parts 80, 84, and 90.

Termination

29. That this Agreement may be voluntarily terminated as follows:

- a. by DSS or its fiscal agent upon 30 days written notice; or
- b. by DSS or its fiscal agent upon notice for Provider's breach of any provision of this Agreement as determined by DSS; or
- c. by Provider, upon 30 days written notice, subject to any requirements set forth in federal and state law. Compliance with any such requirements is a condition precedent to termination.

Disclosure Requirements

30. To comply with all requirements, set forth in 42 C.F.R. §§ 455.100 through 455.106, inclusive, as they may be amended from time to time. These requirements include, but are not limited to, the full disclosure of the following information upon request:

- a. the name and address of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5 percent or more;
- b. whether any such person is related to another as spouse parent, child, or sibling;
- c. the name of any other disclosing entity in which such a person also has an ownership or control interest;
- d. the ownership of any subcontractor with whom Provider has had business transactions totaling more than \$25,000.00 during the 12-month period ending on the date of the request;

- e. any significant business transactions between Provider and any subcontractor during the 5-year period ending on the date of the request; and
- f. any person having an ownership or control interest in Provider, or as an agent or managing employee of Provider, who has been convicted of a civil or criminal offense related to that person's involvement in any program under Medicare, Medicaid, or other Connecticut Medical Assistance Programs since the inception of these programs.
- g. any other information requested in the Provider Enrollment application.

Provider further agrees to furnish, without a specific request by DSS, the information referenced above at the time of Provider's certification survey and also, without a specific request, disclose the identity of any person with ownership or control interest who has been convicted of a civil or criminal offense related to that person's involvement in any program under Medicare, Medicaid, or other Connecticut Medical Assistance Programs prior to entering into or renewing this contract in accordance with 42 C.F.R. Part 455.

- 31. That the following penalties set forth in 42 C.F.R. Part 455 are applicable to Providers failing to make that section's required disclosures:
 - a. that DSS is required to either not approve a Provider Agreement or to terminate an existing Agreement if the Provider fails to make the disclosures required by that section; and
 - b. that federal financial participation is not available to Providers that fail to disclose the information required by that section; and
 - c. that DSS may refuse to enter into or renew an Agreement with a Provider if any person with ownership or management control, or an agent or a managing employee, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid, or the Title XX Services Program; and
 - d. that DSS may refuse to enter into or may terminate a Provider Agreement if it determines that a Provider did not fully and accurately make the required disclosures concerning such convictions.

Miscellaneous

32. That this Agreement, upon execution, supersedes and replaces any Provider Agreement previously executed by the Provider. This Agreement does not impair Provider's obligation to repay to DSS any money owed to DSS pursuant to prior Provider agreements or the ability of DSS to recoup such amounts from payments made pursuant to this Agreement.
33. In the event that the Provider has been furnished with point of sale devices by DSS, such devices is to be returned to the DSS or its agent upon demand of DSS. If a provider refuses to return such devices the DSS may deduct the cost of the DSS-owned devices from any funds due the Provider, including future payments.
34. The Provider acknowledges that there is no right to renew this Agreement.
35. The Provider will examine publicly available data, including but not limited to the Centers for Medicare and Medicaid Services (hereafter "CMS"), or any successor agency, Medicare/Medicaid Sanction Report and the CMS Web site, to determine whether any potential or current employees have been suspended or excluded or terminated from the programs and shall comply with, and give effect to, any such suspension, exclusion, or termination in accordance with the requirements of state and federal law.

The effective date of this Agreement is _____. This Agreement shall thereafter be in effect for a period of _____, ending _____ unless terminated by either party prior to the stated ending date.

THE UNDERSIGNED, BEING THE PROVIDER OR HAVING THE SPECIFIC AUTHORITY TO BIND THE PROVIDER TO THE TERMS OF THIS AGREEMENT, AND HAVING READ THIS AGREEMENT AND UNDERSTANDING IT IN ITS ENTIRETY, DOES HEREBY AGREE, BOTH INDIVIDUALLY AND ON BEHALF OF THE PROVIDER AS A BUSINESS ENTITY, TO ABIDE BY AND COMPLY WITH ALL OF THE STIPULATIONS, CONDITIONS, AND TERMS SET FORTH HEREIN.

THE UNDERSIGNED ACKNOWLEDGES THAT THE COMMISSION OF ANY MEDICAID RELATED OFFENSE AS SET OUT IN 42 U.S.C. § 1320a-7b MAY BE PUNISHABLE BY A FINE OF UP TO \$25,000 OR IMPRISONMENT OF UP TO FIVE YEARS OR BOTH.

Provider Entity Name (doing business as);

Name of Authorized Representative (typed) (Must be an Authorized Officer, Owner, or Partner):

Signature:

Date:

Title: Commissioner

Date of Signature: