Welcome to the Division of Healthcare Financing (Division), Home and Community-Based Services (HCBS) Section provider training on the Medicaid Provider Agreement. My name is Lisa Ashland, and I am a Provider Credentialing Specialist with the HCBS Section.
The purpose of this training is to provide a refresher on the Medicaid Provider Agreement, the elements of the Provider Agreement, and the provider’s obligations in complying with the Provider Agreement.
Training Agenda

- Purpose of the Provider Agreement
- Elements of the Provider Agreement
- Provider’s responsibility to comply with the Provider Agreement

At the conclusion of this training, we will have introduced and explained the following topics:

- We will review the purpose of the Provider Agreement, and how the Provider Agreement differs from other licensure and certification requirements.
- We will discuss the elements of the Provider Agreement, including the provider responsibilities, and special and general provisions. We will not review each line of the Provider Agreement, so provider’s are strongly encouraged to ensure they know and understand each section of the Agreement.
- Finally, we will spend some time outlining the provider’s responsibility to comply with the Provider Agreement, and discuss the consequences of violating the Agreement.
Participants have the right to choose their providers, and should expect that the providers they choose meet established standards and comply with program rules.

It is important to remember that home and community-based waiver services are based on the tenet that people have the freedom to make choices that impact their lives. Whether the choices are related to big decisions such as who provides their services, where they live, or what they want for their future, or small decisions such as with whom they spend time, what and when they eat, and how they spend their day, having choice is paramount to human dignity. When a provider signs a Medicaid Provider Agreement, or what we simply refer to as the Provider Agreement, they are promising to meet established standards and comply with program requirements that guarantee participant choice.
The Wyoming Department of Health is the State Medicaid Agency that is responsible for all Medicaid programs. The administration of Medicaid programs falls to the Division of Healthcare Financing. The Home and Community Based-Services Section, which is housed under the Division of Healthcare Financing, is specifically responsible for administering the home and community-based waivers, including the Community Choices Waiver (CCW). For the purposes of this training, we will refer to the state agency as the Division.

Medicaid providers cover a wide range of clinicians, businesses, and individuals. For the purposes of this training, a provider includes a business owner or organizational chief executive, direct service provider, contract and traditional employees, or case manager.
What is the Provider Agreement?

The Provider Agreement is a legal contract between a provider and the Wyoming Department of Health.

So, what is the Provider Agreement? The Provider Agreement is a legal contract between a provider and the Wyoming Department of Health.
Purpose of the Provider Agreement

- Serves as a protection for provider and Division.
- Required of all providers:
  - Initially;
  - Every five (5) years as part of reenrollment; and
  - If changes occur.
- Certifies that the provider knows, understands, and agrees to the terms of the Provider Agreement.

The provider agreement serves to protect the provider and the Division. It is a legal, binding contract and can be used to resolve disagreements or settle disputes in a legal setting.

All providers must sign a Provider Agreement when they initially enroll as a Medicaid provider, and are required to re-sign every five years as a part of their re-enrollment as a Medicaid provider. The provider is responsible for having a valid and signed Provider Agreement in place and for knowing the contents of the Agreement. Providers should keep a copy of the Agreement in their important business paperwork, and be prepared to make it available to the Division upon request.

If there is a change in provider ownership, the new owner is required to sign a new Provider Agreement. For example, if the owner of a provider organization retires, and sells the organization to a long time employee, the new owner is required to re-enroll with Medicaid as a new owner, and sign a new Provider Agreement. Failure to re-enroll with Medicaid may result in adverse action against the new owner, including recovery of payments that have been made to the new provider.

An owner, chief executive, or individual with signing authority must sign the Agreement. When the responsible party signs the Agreement, they are certifying that they have read, understand, and agree to the terms and conditions of all six pages of the Agreement, and that the information furnished is true, accurate, and complete. Provider organizations are responsible
for the actions of their staff members; therefore, the stipulations within the Agreement apply to staff members as well as the signing party.
The Provider Agreement is a requirement for CCW provider certification, but the CCW program enrollment should not be mistaken as the Provider Agreement.

Any provider of Medicaid services, be it a clinician, physician, dentist, or waiver provider, is required to enter into the Provider Agreement with Medicaid. Providers of certain services, such as providers of medical services, dental services, pharmacological services, occupational or physical therapy services, or adult day or home health services, must be licensed by the applicable state board. Both the Provider Agreement and applicable licensure of identified services are required in order for a provider to deliver CCW services.

The HCBS Section is bound by the provisions within the Medicaid Provider Agreement, and cannot change or modify the Agreement. The provider must meet the provisions to which they agree in the Provider Agreement. If the provider violates the Agreement, they may be referred to Program Integrity, the Medicaid Fraud Control Unit (MFCU), the Centers for Medicare and Medicaid Services (CMS), the applicable licensing entity, or other state or federal Medicaid or oversight entities. If the Agreement is terminated for any reason, the provider can no longer provide CCW services.
The elements of the Provider Agreement include:

- Parties;
- Purpose;
- Payment;
- Responsibilities of the provider;
- Special provisions;
- General provisions; and
- Signatures

We will review some highlights in several of the areas; however, we will not include every single provision in this training. It is the provider’s responsibility to read the Provider Agreement thoroughly to ensure a complete understanding of the provisions to which they have agreed.
Responsibilities of the Provider

The purpose of the Provider Agreement is to ensure that the provider furnishes, bills, and receives payment for services in accordance with applicable law. The Agreement lists very specific provisions for which the provider is responsible.
Compliance

- Compliance with state and federal laws.
  - Social Security Act (42 U.S.C. § 1396, et seq)
  - Wyoming Medical Assistance and Services Act (Wyoming Statute § 42-4-101, et seq.)
  - CMS Regulations (42 C.F.R. Part 441, Subpart G)
  - US Department of Health and Human Services (42 C.F.R. Chapter IV, Subchapter C)
  - Deficit Reduction Act (Section 6032, Employee Education About False Claims Recovery)

- Compliance with program rules and regulations.

- Compliance with manuals and bulletins.

Providers are responsible to comply with state and federal laws, such as the Social Security Act, the Wyoming Medical Assistance and Services Act, CMS and the United States Department of Health and Human Services (HHS) regulations, and Deficit Reduction Act requirements. Providers are also responsible for staying informed about changes in state and federal requirements and asking questions when they are not clear.

The Division has program rules and regulations, and develops and publishes subregulatory guidance such as program manuals and bulletins. Providers are responsible for knowing and adhering to the rules, regulations, and guidance that govern the Medicaid program for which they provide services.
Payments

■ Ensure charges submitted for participants do not exceed the charges for comparable services provided to ineligible persons.
■ Do not seek additional payments from the participant, legally authorized representative, or family member.
■ File all claims in accordance with applicable federal and state laws and regulations and in accordance with WDH rules and policies.

Providers cannot charge more for providing a service to a participant of CCW services than they would for a person who is not receiving CCW services. For example, assisted living facilities routinely provide services for waiver participants and individuals who are not receiving waiver services. The claims they submit for a participant of CCW services cannot exceed the claims they would submit for comparable services for an individual whose services are paid through third party insurance.

Providers cannot seek additional payments for services that are covered by the CCW. As an example, if a provider needs additional funds to cover the costs of skilled nursing services beyond the rate paid by Medicaid, that provider cannot bill the family or participant for an additional amount.

There are federal regulations and state laws, rules, and policies that dictate how and when a provider can submit claims for services rendered, such as not submitting a claim before services are rendered and cooperating when a recovery of payment is determined necessary. The provider is responsible for knowing the federal and state mandates, and complying with them each time they submit a claim for services.
Documentation and Information

- Retain records in accordance with the Provider Agreement.
- Safeguard the use and disclosure of information concerning participants.
- Provide the program with advanced notice of any change or proposed change in name, ownership, licensure, certification or registration status, type of service or area specialty, additions, deletions, or replacement in group membership, mailing address, and participation in the program.

Providers are required to retain all records necessary to fully explain the services that were provided to the participant, and all records necessary to document and justify the claims that were submitted for those services, in accordance with the Provider Agreement. Providers that fail to maintain these records may be required to undergo an audit, will be considered under the False Claims Act and other state and federal laws, and are subject to prosecution.

Providers must safeguard protected health information (PHI), which is information relating to the past, present, or future health status of an individual that is created, collected, transmitted, or maintained by a provider and could reasonably identify the participant. Wyoming is a rural state with a low population, and individuals can be individually identified more easily than in states with higher populations. Providers are responsible for reviewing the requirements outlined in the Health Insurance Portability and Accountability Act (HIPAA), understanding what is considered PHI, and ensuring that all PHI is kept confidential.

Providers must notify the Division in advance of any change or proposed change to the provider’s name; ownership; licensure, certification or registration status; type of service or area specialty; additions, deletions, or replacements in group membership; mailing address; and participation in the program. All obligations of this agreement apply to current and new owners. As mentioned earlier, if there is a change in provider ownership then the new owner is required to sign a new Provider Agreement. Failure to re-enroll with Medicaid may result in adverse action against the new owner, including recovery of payments that have been been made.
Services

- Comply with and provide services in accordance with the service plan.
- Comply with advance directives.

While delivering services to participants, providers must be aware of the participant’s support needs and how the participant wants those services provided. Providers must know what is in the participant’s service plan, and deliver those services in accordance with the service plan. Providers must also be aware of who has an advance directive, its contents, and how to comply with the directive.
The Special Provisions section of the Provider Agreement outlines specific terms to which the provider must agree.
Providing Accurate Information

Falsification of claims, statements, documents, or concealment of material fact is a violation of law.

- Attestation that the provider will not knowingly present a false or fraudulent claim.
- Attestation that no one is subject to sanctions, barred, suspended, or excluded by any federal, Medicare, Medicaid, or WDH program.
- Attestation that the provider understands changes to incorporation or their status as an individual or group biller will require new enrollment.

Providers must provide clear, accurate, and up-to-date information. Providing false statements or withholding information is a crime and could be prosecuted as such. As an example, if a provider is aware of a situation that meets the criteria for a critical incident that must be submitted to the Division, and does not report that incident, that would be considered withholding information and the provider would be subject to adverse action. Providers must not submit false or fraudulent claims for payment and must not submit claims with deliberate ignorance or reckless disregard of their truth or falsity. Remember, providers are responsible for the actions of their employees, and are ultimately accountable for false claims or information submitted by their employees. Providers should have employee policies and procedures in place related to documenting and billing for services, and should ensure that employees understand and adhere to these policies.

If an individual practitioner, owner, director, officer, employee or subcontractor is subject to sanctions, or has been barred, suspended, or excluded by any federal or state Medicare or Medicaid program, they cannot provide CCW services. Providers must attest that individuals acting in these capacities are not in this situation.

If provider organization owners are planning on selling their organization, or buying a new one, they must make sure to notify the Division in advance to ensure appropriate billing. Any changes to the incorporation of an organization, ownership, or status as an individual or group biller will require new enrollment.
Payments, Overpayments, and Billing

- Providers must use their assigned number for billing.
- Overpayments shall be recovered.

Providers must agree that they will only use the billing number assigned by the Department of Health when submitting claims for services, and will not share that number with other providers, or allow other providers to use their number. In no instance shall a provider use another provider's assigned number to bill for services.

Overpayment of services is defined by Program Integrity as payment for a service that was not delivered in accordance with rules and regulations. If the provider receives an overpayment for services, the Department of Health will recover that payment. Please note that even a seemingly small dollar amount can be considered an overpayment and will be recovered.
Understanding the Agreement and Potential Consequences

- Providers can be sanctioned or terminated for failure to comply with rules.
- The provider attests to reading, understanding, and providing true, correct, and complete information.

The provider agreement reveals the possibility that a provider can be sanctioned or terminated for a failure to comply with rules and regulations. The provider agreement specifically highlights that the provider has read and understands the information, and has the responsibility for reading, acknowledging, information gathering, and ensuring that others in the organization know the information as well.
The General Provisions section of the Provider Agreement outlines some of the more typical contract items, and is often where even the most diligent reader will pay less attention. However, this portion of the Agreement is necessary and contains important provisions that each provider must understand and is ultimately obligated to uphold.
Staying Informed and Up-To-Date

- Providers shall keep informed of and comply with all laws and regulations.
- All notices will be provided in writing and given to the parties at the address provided.
- Medicaid representatives shall have access to all records pertinent to the Agreement.

Providers are required to keep informed of and comply with all federal, state, and local laws and regulations. The Division strives to keep providers informed and supply pertinent information; however it is ultimately the provider’s responsibility to stay informed regardless of the information that the Division provides.

The Division will provide all notices and correspondence to the provider in writing. It is imperative that providers keep their email and mailing addresses current and accurate. If a provider does not receive an important notification due to an inaccurate mailing address, they are still responsible for any required action required in the notification. In accordance with the Provider Agreement, if the Division’s enrollment vendor has mail returned to them, they are required to move the provider to inactive status, which will delay the provider’s claim processing. To ensure claims are paid in a timely manner, providers must ensure that their address is always up to date with the Division and Conduent!

Medicaid, other Department of Health programs such as MFCU, federal Health and Human Services programs, and any of their representatives have the authority access to any of the provider’s books, documents, papers, and records that are pertinent to the Provider Agreement. Providers are obligated to respond immediately and cooperate fully to any written requests for information from the Division or one of these entities.
Other Important Things to Remember

- The provider functions as an independent contractor.
- A signed Provider Agreement does not guarantee the provider an income.
- The provider will not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability.
- Neither the state nor the provider shall assign or otherwise transfer or delegate any rights or duties set forth in the agreement.

The provider functions as an independent contractor. Often, the Division will receive a call from a bank or lender asking for confirmation of employment. The Division cannot offer this information, as each provider is an independent business and not an employee of the state. The Provider Agreement cannot be used as collateral for financial obligations. For example, the Provider Agreement cannot be used to prove an income stream when buying a new truck or house. As independent contractors, providers are responsible for the cost of their own employment and business related expenses. The Division does not maintain provider tax information. Providers should contact the State Auditor’s Office to request their 1099 tax forms.

The Provider Agreement cannot be used as a guarantee of income, nor is it a guarantee that a provider will be providing CCW services. The Agreement is only the first step in becoming eligible to support participants. A signed Provider Agreement means a provider is eligible to be selected by participants, but in no way entitles the provider to be selected. The Division has had new providers contact the Division to ask when they will be assigned participants. Participants have a choice in which providers they choose to serve their needs; providers are not assigned by the Division. Once selected, providers must still receive a prior authorization number before being reimbursed for services.

Nondiscrimination is critical. The provider must not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with this
agreement.

The Division and the provider are responsible for the rights and duties as they are laid out in the Agreement. These rights and duties cannot be assigned or delegated to anyone else.
Signatures

- By signing, the provider certifies they:
  - Read;
  - Understand; and
  - Agree to the terms and conditions.

- The Agreement is fully executed on the date the provider signs it.

When the provider signs the Provider Agreement, they are certifying that they have read, understand, and agree to the terms and conditions outlined in the Agreement. They are also certifying that the information furnished is true, accurate, and complete. The Provider Agreement is fully executed on the date the provider signs the Agreement. The provider should maintain a copy of the signed Agreement at all times, and be prepared to furnish it to the Division upon request.

Remember, although an owner, chief executive, or individual with signing authority must sign the agreement, the stipulations within the agreement apply to staff members as well as the signing party.
Key Takeaways

1. All Medicaid providers have signed a Medicaid Provider Agreement.
2. It is the provider’s responsibility to know what is in the Provider Agreement, understand it, and practice it.
3. Violations of the Provider Agreement may result in revocation of the Agreement.
4. The Provider Agreement is only one step in the process, and not a guarantee of payment or caseload.

As we end this training, we’d like to review some of the key items that providers need to remember:

1. As part of Medicaid enrollment, all Medicaid providers, including providers of CCW services, have signed a Medicaid Provider Agreement.
2. It is the provider’s responsibility to know what is in the Provider Agreement, understand it, and practice it.
3. Violations of the Provider Agreement may result in revocation of Agreement, which means the provider will lose their authorization to be a CCW provider.
4. Finally, the Provider Agreement is only one step in the process. Having a fully executed Provider Agreement does not guarantee a caseload or income.
Thank you for participating this training. If you have questions related to the information in this training, please contact the Provider Credentialing Team. The Provider Credentialing Team email address is provided in the slide.