

# Community Choices Waiver Provider Training Medicaid Provider Agreement

Wyoming Department of Health  
Division of Healthcare Financing  
Home and Community-Based Services Section  
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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.











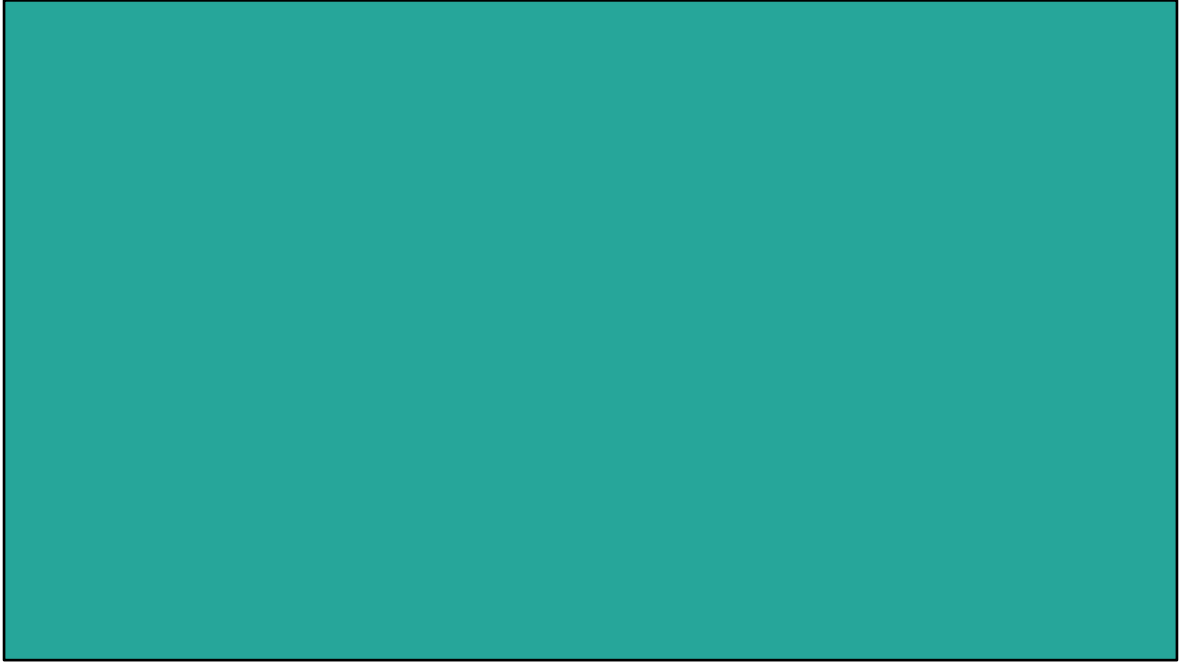












# Compliance

- 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.

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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.

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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.

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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 made.

# Services

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



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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.

# Special Provisions

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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.

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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.

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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 services 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.

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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.

# General Provisions

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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.

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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.

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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.

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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.

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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.

## Questions???

### Contact the Provider Credentialing Team

[wdh-hcbs-credentialing@wyo.gov](mailto:wdh-hcbs-credentialing@wyo.gov)

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.