

## Healthcare Provider and Pharmacy Agreement

STATE OF WYOMING  
DEPARTMENT OF HEALTH  
*V1.2c as Revised 4/2021, PRESM, HHS Technology Group (HTG)*



1. **Parties.** The parties to this Healthcare Provider and Pharmacy Agreement (Agreement) are the (Provider), whose name and address are delineated on page six (6) of this Agreement, and the Wyoming Department of Health (WDH), whose address is Herschler Building, 122 West 25<sup>th</sup> Street, 4 West, Cheyenne, WY 82002.
2. **Purpose of Agreement.** The purpose of this Agreement is to ensure that the Provider, who furnishes services to clients of WDH medical benefit programs, bills and receives payment for such services in accordance with applicable law. WDH medical benefit programs include the following: Medicaid, Kid Care Children's Health Insurance Program (CHIP), Communicable Disease Treatment (Ryan White) Program, Breast and Cervical Cancer Screening, Colorectal Screening, Title 25 Involuntary Detention, and Children's Special Health (individually Program or collectively the Programs).
3. **Term of Agreement.** This Agreement is effective when all federal and state required verifications have produced acceptable results and all parties have executed it. This Agreement shall remain in effect for no longer than five (5) years from the date of final execution. Termination of this Agreement shall be pursuant to Section 7. P. of this Agreement.
4. **Payment.** WDH through its Programs, agree to pay the Provider for services provided to eligible clients in accordance with applicable program rules and federal and state statutes and regulations. No payment shall be made before the State or its Agent verifies that all enrollment steps have been completed including provider agreement, additional screening, and financial enrollment forms. No payment shall be made before the last required signature is affixed to this Agreement. However, pursuant to federal and state regulations, in some instances an agreement may be made retroactively effective to cover eligible dates of service.
5. **Responsibilities of the Provider.** The Provider shall:
  - A. Comply with state and federal law, as well as WDH Rules and policies applicable to each Program for which Provider submits a claim for payment.
  - B. For the Wyoming Medicaid and CHIP Programs specifically, and in addition to requirements in Section 5A above, comply with the Social Security Act (42 U.S.C. § 1396, *et seq.*); the Wyoming Medical Assistance and Services Act (Wyo. Stat. § 42-4-101, *et seq.*); the regulations of the Centers for Medicare & Medicaid Services (CMS); the United States Department of Health and Human Services (HHS) (42 C.F.R. Chapter IV Subchapter C); and Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery).
  - C. Comply with licensing and certification standards as contained in Wyoming statutes, regulations and rules, or applicable licensing and certification standards in the state where a service is provided.
  - D. Comply with the Wyoming Medicaid and CHIP Provider Manuals, as revised or updated quarterly, and all Program bulletins which are integrated into the manuals. These Provider manuals provide additional guidance and requirements for the respective Programs identified in Section 2 above.
  - E. Ensure that the charges submitted for services or items provided to eligible WDH clients shall not exceed the charges for comparable services or items provided to persons not eligible for these Programs.
  - F. Not submit claims for payment prior to provision of qualifying services. If providing administrative assistance such as managing payments to providers of self-directed care participants, the Provider shall not accept claims prior to services being performed.
  - G. Bill all third-party payers as defined in applicable WDH Rules and policies before submitting claims to WDH or its fiscal agent.

- H. Accept as payment in full the amounts paid in accordance with Wyoming statutes and WDH Rules and policies, and the Provider shall not seek additional payment from any source prohibited by law, including the client or any member of his or her family.
- I. Not require prepayment by clients who present proper proof of program eligibility, with the exception of services requiring co-payment as defined in WDH Rules or policies. This provision shall not apply to any service or item not covered by the Program, if the client agrees in writing in advance to pay for such service or item.
- J. File all claims in accordance with applicable federal and state laws and regulations and in accordance with WDH Rules and policies.
- K. Cooperate with the applicable Program to recover any payment made under this Agreement which is later determined by the Program to have been in excess of that permitted by federal or state laws, regardless of whether the Provider or the Program caused the excess payment. The Provider further agrees to notify the Program in writing within thirty (30) days after learning of any excess payment.
- L. Retain all records necessary to fully disclose the extent of services or items provided to clients and all records necessary to document the claims submitted for program reimbursement for such services or items. All such medical and financial records shall be retained by the Provider for six (6) years beyond the end of the fiscal year in which payment for services was rendered, except that if any litigation, claim, audit or other action involving the records initiated before the expiration of the sixth (6<sup>th</sup>) year, the records shall be retained until the completion of the action. Failure to maintain records for claims may result in an audit and, in addition, will be considered under the False Claims Act, other state laws, federal laws, or regulations, and are subject to prosecution.

Upon request, the Provider shall make on-site access to and copies of client records and information for claims paid for by WDH available to the Program, or its authorized representatives, including CMS, HHS, other Federal agencies, the Comptroller General of the United States, the Attorney General of the State of Wyoming, the Wyoming Medicaid Fraud Control Unit (MFCU), or any of their duly authorized representatives, or any federal/state contractors such as the Unified Program Integrity Contractor (UPIC), Medicaid Integrity Contractor (MIC), and Recovery Audit Contractor (RAC).

- M. Safeguard the use and disclosure of information concerning applications for or clients of the Programs in accordance with applicable federal and state statutes and regulations.
- N. Submit, within thirty-five (35) days after the date on the request by the Programs, MFCU, or HHS, full and complete information as to ownership, business transactions and criminal activity in accordance with 42 C.F.R. § 455.105. Provider agrees to all other required disclosures and timelines as set forth in 42 C.F.R. §§ 455.100 through 455.106.
- O. Provide the Programs with advance notice in accordance with WDH Rules, of any change or proposed change in: name; ownership; licensure; certification, or registration status; type of service or area of specialty; additions, deletions or replacement in group membership; mailing addresses; and participation in the Program. A change in the Provider's ownership or organization shall not relieve the Provider of its obligations under this Agreement, and all terms and conditions of this Agreement shall apply to the new ownership or organization.

For Providers enrolling as pharmacies, written disclosure of contact information for the entity legally responsible for debt at the time of sale or transfer of a pharmacy is required at least thirty (30) days in advance of the sale or transfer. Ensuring this information is updated with WDH shall be the responsibility of the entity legally responsible for said debt. Legal documentation of the provisions of the sale must be included with the written disclosure.

- P. Comply with the advance directives requirements for hospitals, nursing facilities, providers of home health care and personal care services, hospices and Health Maintenance Organization (HMOs) specified in 42 C.F.R. § 489, Subpart I, and in 42 C.F.R. § 417.436(d).
- Q. Comply with and maintain all documents for any Plans of Care that are required by WDH.
- R. If Provider is submitting a claim under the Communicable Disease Treatment (Ryan White) Program, the Provider shall comply with the following additional terms and conditions:
  - i. Requirements in WDH Rules and the Communicable Disease Treatment (Ryan White) Program policy manual.

- ii. Upon submission of the first claim for Communicable Disease Treatment (Ryan White) Program payment, renew the Provider's acceptance of the Communicable Disease Treatment (Ryan White) Program Special Provisions.
- iii. For all patients testing positive for a rapid or confirmatory HIV laboratory test, provide immediate counseling and connection with a WDH Treatment Program Case Manager for possible enrollment into Communicable Disease Treatment (Ryan White) Program services.
- iv. HIV care physicians will provide evaluation, medication management, and a comprehensive treatment plan including as needed, indirect consultation for care management or treatment plan questions.
- v. HIV care physicians will assure that high quality medical care is based on healthcare outcomes in accordance with Title XXVI of the Public Health Service Act, the Health Resources and Services Administration (HRSA), and Ryan White HIV AIDS Program (RWHAP) policy clarification notice #15-02 as found at <https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>.
- vi. Serve HIV patients per the HHS Clinical Guidelines as found at <https://hab.hrsa.gov/clinical-quality-management/clinical-care-guidelines-and-resources>.
- vii. Primary Infectious Disease practices, or Providers serving as the primary HIV care provider, will develop a quality management plan to assure that HHS Clinical Guidelines are being measured and corrective action plans are designed to improve measurements.
- viii. Providers serving HIV positive patients will develop a method for maintaining open communication between HIV Case Manager and the Provider's office. Case management notes regarding clinical care of the patient should be maintained in the Provider's charting system.
- ix. Document as required, the patient's consent to referral and, if applicable, release of the patient's protected health information.
- x. Allow WDH staff or its appointee access to medical charts for auditing clinical measures per HHS Clinical Guidelines.
- xi. Allow WDH staff or its appointee access to financial records so that WDH can verify compliance with HRSA rules and regulations regarding program income. Clinics may be required to submit quarterly reports dependent on level of Ryan White patient load as a sub-recipient of Federal funds.
- xii. Participate in WDH offered provider and clinic staff training as outlined in the Communicable Disease Treatment (Ryan White) provider manual.
- xiii. Maintain a program to provide cultural competency training for all staff.
- xiv. Retrieve on a regular basis and maintain a program to assure that HHS Clinical Guidelines are practiced as established at <https://hab.hrsa.gov/clinical-quality-management/clinical-care-guidelines-and-resources>.

6. **Special Provisions.** The Provider explicitly understands that:

- A. Reimbursement from WDH through its Programs is from state and federal funds and that any falsification of claims, statements, or documents, or any concealment of material fact is a violation of state and federal laws, and any person who falsifies or conceals a material fact may be subject to criminal prosecution.
- B. The Provider is responsible for all service claims submitted to WDH through its Programs seeking reimbursement for services provided to a client, regardless of whether the claim is submitted by the Provider's employee, sub-contractor, vendor, or business agent.
- C. The Provider's participation in the Programs pursuant to this Agreement may be sanctioned or terminated for failure to comply with its terms and with WDH Rules. By signing this Agreement, Provider acknowledges that in the event of a dispute under this Agreement, the Provider is required to seek administrative relief pursuant to WDH Rules as a condition precedent to any other remedy.
- D. Should Provider commence a proceeding in bankruptcy during the term of this Agreement, any pending claims for payments under this Agreement prior to commencing the bankruptcy proceeding will be subject to suspension, offset, and recoupment actions.
- E. Should either federal or state law require Provider re-enrollment, Provider understands and agrees that additional information, including but not limited to all license renewals, may be requested and must be provided in order to process any re-enrollment application. Failure by Provider to give any and all requested information may result in denial of re-enrollment and suspension of any future payments.
- F. Providers enrolling as a psychiatric residential treatment facility agrees to participate in periodic quality assurance reviews conducted pursuant to WDH Rules and policies.

- G. Providers understand and agree that there may be an application fee required for WDH to process enrollment or re-enrollment per Section 6401 (a) of the Affordable Care Act (ACA).
- H. **Certification of Information Contained in Provider Application.** The Provider has read the provider application, and the information provided electronically on the provider application is true, correct and complete. If the Provider becomes aware of any information in their electronic application that is not true, correct, or complete, the Provider agrees to notify the WDH of this fact immediately. Omission, misrepresentation, or falsification of any information contained in the Provider Application may be punishable by criminal, civil, or other administrative actions including revocation of WDH provider billing numbers, recovery of funds, fines, penalties, damages, or imprisonment under State or Federal law.
- I. **Authorization to verify information in Provider Application.** WDH will verify information provided by the Provider in their electronic application. The Provider agrees to notify WDH of any changes impacting the Provider Application sixty (60) days prior to the effective date of the change consistent with Wyoming Rules 048.0037.3 (WDH 048, Chapter 3 Section 4(f)). The Provider understands that a change in the incorporation of their organization, ownership change, or their status as an individual or group biller will require a new enrollment.
- J. **Ability to Legally Participate.** The Provider attests that no individual practitioner, owner, director, officer, employee, or subcontractor is subject to sanctions, barred, suspended, or excluded by any Federal program including the Medicare program, other state Medicaid programs, or WDH.
- K. **Termination due to inactivity.** If the Provider does not submit claims for a total of fifteen (15) consecutive months, WDH may inactivate and terminate the assigned provider number and the provider will need to submit a new enrollment application. WDH may choose to not inactivate a provider during a public health emergency or declared disaster, or may grant an appeal to termination for inactivity.
- L. **Overpayments.** Any existing or future overpayment to the Provider by WDH shall be recouped by WDH Programs.
- M. **Use of Provider billing number assigned by WDH.** The Provider agrees that the billing number assigned by WDH will only be used by the provider who provided the service or to whom benefits were reassigned under current Federal or WDH health care program regulations may be used when billing WDH for other service. In no instance shall Provider use another provider's WDH billing number or allow its WDH billing number to be used inappropriately.
- N. **Presentment of False Claims.** The Provider will not knowingly present or cause to be presented a false or fraudulent claim for payment by any WDH Program, and will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.

## 7. General Provisions.

- A. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

If the enrolling Provider is a Federal or Federally Recognized Tribal Entity (Tribe), the parties agree that this Agreement shall be governed and interpreted according to federal laws and regulations, and any other applicable laws and regulations. In the event a dispute arises under this Agreement, jurisdiction will be in a court of competent jurisdiction.

- B. **Assignment Prohibited and Provider Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in the Agreement without the prior written consent of the other party. The Provider shall not use this Agreement, or any portion thereof, for collateral for any financial obligation.
- C. **Assumption of Risk.** The Provider shall be responsible for any medical or service claim submitted by the Provider and denied because of the Provider's failure to comply with State or Federal requirements. The Program shall notify the Provider of any State or Federal determination of noncompliance.
- D. **Audit and Access to Records.** Medicaid, other WDH programs, MFCU, HHS, and any of their representatives shall have access to any books, documents, papers, and records of the Provider which are pertinent to this Agreement. The

Provider shall, immediately upon receiving written instruction from the Program, provide to any independent auditor or accountant, all books, documents, papers, and records of the Provider which are pertinent to this Agreement. The Provider shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Medicaid, other WDH programs, the MFCU, or HHS.

- E. **Availability of Funds.** Each payment obligation of WDH is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of services by the Provider, the Agreement may be terminated by WDH at the end of the period for which the funds are available, or WDH may suspend payments to the Provider. WDH shall notify the Provider at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least sixty (60) days in advance. No penalty shall accrue to WDH in the event this provision is exercised, and WDH shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Compliance with Laws.** The Provider shall keep informed of and comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement.
- G. **Entirety of Provider Agreement.** This Agreement, consisting of six (6) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. **Indemnification.** The Provider shall release, indemnify, and hold harmless the State of Wyoming, WDH, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Provider's failure to perform any of Provider's duties and obligations hereunder or in connection with the negligent performance of Provider's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Provider's negligence or other tortious conduct.

Notwithstanding the foregoing paragraph, if the Provider is a State or Federal agency, governmental entity, Tribe, or political subdivision, each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- I. **Independent Contractor.** The Provider shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. The Provider shall be free from direction or control over the details of the performance of services under this Agreement. The Provider shall assume sole responsibility for any debts or liabilities that may be incurred by the Provider in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all Federal, State and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Provider or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming, WDH or its Programs, or to incur any obligation of any kind on behalf of the State of Wyoming, WDH, or its Programs. The Provider agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Provider or the Provider's agents or employees as a result of this Agreement. If the Provider is providing services to self-directed care participants, the Provider understands and agrees that under no circumstances is the State of Wyoming a joint employer.
- J. **Kickbacks.**
  - i. The Provider certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the signing of this Agreement.
  - ii. No staff member of the Provider shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
- K. **Nondiscrimination and Americans with Disabilities Act.** The Provider shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Nothing in this paragraph will obligate the Tribe to comply with any law which by its terms does not apply to Tribes, or which has been held by a court of competent jurisdiction not to apply to Tribes, nor will it prevent Provider from providing Native American hiring preference.

- L. **Notices.** All notices arising out of, or from the provisions of this Agreement, shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, or delivery in person, or as specified in applicable rule.
  - M. **Sovereign and Governmental Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, WDH, and the Programs expressly reserve sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns. If Provider is a State or Federal agency, governmental entity, Tribe, or political subdivision, Provider expressly reserves its sovereign or governmental immunity, as applicable. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
  - N. **Suspension and Debarment, or Exclusion.** By signing this Agreement, the Provider certifies that he/she is not suspended, debarred, or voluntarily or otherwise excluded from Federal financial or non-financial assistance. Further, the Provider agrees to notify the Program by certified mail should the Provider or any of its employees, agents or contractors become debarred, suspended, or voluntarily or otherwise excluded during the term of this Agreement.
  - O. **Taxes.** The Provider shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
  - P. **Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if the Provider fails to perform in accordance with, or comply with, the terms of this Agreement. Provider understands and agrees that should Provider be excluded from participation in other States' Medicaid programs or be excluded or terminated by the federal government in Medicare, Medicaid or other federal health care programs, that the State of Wyoming is required to impose similar sanctions including but not limited to termination of this Agreement. In addition, should re-enrollment be required for purposes of credentialing or otherwise, such re-enrollment will be denied if the aforementioned sanctions have been imposed. The term of this Agreement may be extended by WDH during a public health emergency or designated disaster.
  - Q. **Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
8. **Signatures.** By signing below, the Provider certifies that he/she has read, understood, and agreed to the terms and conditions of all six (6) pages of this Agreement and that the information furnished is true, accurate, and complete. This Agreement shall be deemed fully and properly executed on the date the Provider signs it.

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**Printed Name of Individual Practitioner or Organization**

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<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
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<b>Electronic Signature of Individual Practitioner or Legally Authorized Representative</b>	<b>Title</b>	<b>Date stamp (Date, Time)</b>
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