

# ALABAMA MEDICAID TEMPORARY PROVIDER ENROLLMENT APPLICATION FOR OUT OF STATE PROVIDERS

**ALL APPLICANTS MUST FILL OUT ACCORDINGLY**

**\*ALL PAGES MUST BE SUBMITTED**

**\*THIS SHORT ENROLLMENT FORM IS FOR TEMPORARY ENROLLMENT DUE TO COVID-19.**

**\*EFFECTIVE FROM 03/01/2020 TO 180 CALENDAR DAYS FROM THE END OF THE NATIONAL EMERGENCY.**

|                                                                                                                                                                                                                                                                        |                                 |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------|
| Facility/Group/Company or Last Name                                                                                                                                                                                                                                    | First                           | Initial                               |
| <small>(This is the name of the provider who performs the service. If enrolling a group/payee or facility, indicate that name here.)</small>                                                                                                                           |                                 |                                       |
| Physical Address –(PROVIDER PHYSICAL STREET ADDRESS–                                                                                                                                                                                                                   |                                 |                                       |
| Number                                                                                                                                                                                                                                                                 | Street                          | Room/Suite City State ZIP +4          |
| Resident License Number                                                                                                                                                                                                                                                | Professional License No.        | Issue Date                            |
| NPI                                                                                                                                                                                                                                                                    | Your State MEDICAID ID          | SSN (if enrolling a person)           |
| Medicare Intermediary/Carrier                                                                                                                                                                                                                                          | Medicare Number                 | Medicare Certification Date           |
| Tax ID Number / SSN                                                                                                                                                                                                                                                    | Legal Name According To The IRS |                                       |
| CLIA Number:                                                                                                                                                                                                                                                           |                                 |                                       |
| Business Phone                                                                                                                                                                                                                                                         | Toll-free Phone                 | Fax Number                            |
| Contact Name                                                                                                                                                                                                                                                           | Contact's Phone                 | Contact's Fax Number                  |
| Payee Name                                                                                                                                                                                                                                                             |                                 |                                       |
| <small>(This is the name of the provider who receives the payment. If this information differs from the provider who performs the services, a group application will be required. Please contact, Provider Enrollment regarding exceptions at 1-888-223-3630 )</small> |                                 |                                       |
| Payee Address – (PROVIDER'S PAYEE/MAILING ADDRESS)                                                                                                                                                                                                                     |                                 |                                       |
| Number                                                                                                                                                                                                                                                                 | Street                          | Room/Suite City State ZIP County Code |
| Payee Phone                                                                                                                                                                                                                                                            | Toll-free Phone                 | Fax Number                            |

If there are any questions concerning the completion of this application, please contact our Provider Enrollment Unit. Our Toll-Free Number is 1-888-223-3630. FAX number is 334-215-4298

**ALL APPLICANTS MUST FILL OUT ACCORDINGLY**

**\*SELECT ONLY ONE PROVIDER TYPE AND ONLY FROM THE DESIGNATED SPECIALTIES FOR THE TYPE**

| <b>PROVIDER TYPE</b>                                                                              | <b>SPECIALTY</b>                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 02 AMBULATORY SURGICAL CTR                                                                        | 020 AMBULATORY SURGICAL CENTER<br>520 LITHOTRIPSY                                                                                                                                                                                                                                                                                                                                                                                             |
| 10 ANESTHESIOLOGY                                                                                 | 101 ANESTHESIOLOGY ASSISTANT                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 20 AUDIOLOGY/HEARING SVCS                                                                         | 200 AUDIOLOGY                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 07 BEHAVIORAL HEALTH                                                                              | 070 LICENSED PROFESSIONAL COUNSELOR (LPC)<br>071 ASSOCIATE LICENSE COUNSELOR (ALC)<br>072 LICENSED MARRIAGE AND FAMILY THERAPIST (LMFT)<br>073 LICENSED MASTER SOCIAL WORKER (LMSW)<br>074 LICENSED INDEPENDENT CLINICAL SOCIAL WORKER (LICSW)                                                                                                                                                                                                |
| 57 CHILDREN'S SPECIALTY CLINICS                                                                   | 560 EPSDT SCREENING (Must submit CLIA certification. Must complete EPSDT Agreement.)<br>015 CHILDREN'S REHAB SERVICES<br>850 SPARKS REHAB CENTER (Required if working for Sparks)<br>990 HEMOPHILIA (CRS)<br>273 ORTHODONTIA (CRS)<br>995 RADIOLOGY CLINICS (CRS)                                                                                                                                                                             |
| 15 CHIROPRACTOR                                                                                   | 150 CHIROPRACTOR<br>600 QMB/EPSDT                                                                                                                                                                                                                                                                                                                                                                                                             |
| 09 CRNA                                                                                           | 094 CRNA                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 27 DENTIST                                                                                        | 271 GENERAL DENTISTRY<br>275 ENDODONTIST<br>276 PEDIATRIC DENTISTRY<br>277 ORTHODONTIST<br>278 PERIODONTIST<br>299 MOBILE PROVIDER (Must provide certification)<br>311 ANESTHESIOLOGY                                                                                                                                                                                                                                                         |
| 62 DENTIST / ORAL SURGEON                                                                         | 272 ORAL & MAXILLOFACIAL SURGERY<br>311 ANESTHESIOLOGY                                                                                                                                                                                                                                                                                                                                                                                        |
| 25 DURABLE MEDICAL EQUIPMENT                                                                      | 250 DURABLE MEDICAL EQUIPMENT/OXYGEN<br>251 PROSTHETIC AND ORTHOTIC DEVICES                                                                                                                                                                                                                                                                                                                                                                   |
| 56 FEDERALLY QUALIFIED HEALTH CENTER<br>(This is only applicable if enrolling as an FQHC clinic.) | 093 CERTIFIED REG. NURSE PRACTITIONER<br>080 FEDERALLY QUALIFIED HEALTH CENTER<br>560 EPSDT SCREENING (Must submit CLIA certification. Must complete EPSDT Agreement.)<br>095 NURSE MIDWIFE<br>100 PHYSICIAN'S ASSISTANT<br>271 GENERAL DENTISTRY<br>180 OPTOMETRY<br>140 PODIATRIST<br>150 CHIROPRACTOR<br>299 MOBILE PROVIDER (Must provide certification)<br>311 ANESTHESIOLOGY<br>074 LICENSED INDEPENDENT CLINICAL SOCIAL WORKER (LICSW) |
| 22 HEARING AIDS                                                                                   | 220 HEARING AID DEALER                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 05 HOME HEALTH                                                                                    | 050 HOME HEALTH<br>361 PERSONAL CARE                                                                                                                                                                                                                                                                                                                                                                                                          |
| 06 HOSPICE                                                                                        | 060 HOSPICE                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 01 HOSPITAL                                                                                       | 540 EXTENDED CARE HOSPITAL<br>010 GENERAL HOSPITAL<br>011 INPATIENT PSYCHIATRIC HOSPITAL Over 65<br>017 INPATIENT PSYCHIATRIC HOSPITAL Under 21<br>520 LITHOTRIPSY<br>292 MAMMOGRAPHY (Must provide certification)<br>530 ORGAN TRANSPLANTS                                                                                                                                                                                                   |
| 03 SWING BED HOSPITAL<br>(Skilled Nursing Beds)                                                   | 035 SWING BED HOSPITAL<br>950 SWING BED (Required Specialty for Swing Bed Hospital)                                                                                                                                                                                                                                                                                                                                                           |

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|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 28 INDEPENDENT LABORATORY                                                                   | 550 DEPT OF PUBLIC HEALTH LAB<br>280 INDEPENDENT LAB                                                                                                                                                                                                                                                                                                                                                                |
| 09 INDEPENDENT NURSE PRACTITIONER                                                           | 560 EPSDT SCREENING (Must submit CLIA certification. Must complete EPSDT Agreement.)<br>092 FAMILY PRACTICE<br>730 NEONATOLOGY<br>093 NURSE PRACTITIONER (Required Specialty)<br>90 PEDIATRICS<br>91 WOMENS HEALTH CARE NURSE PRACTITIONER<br>(Independent Nurse Practitioners must select 093 as well as either 092, 091, 730 or 090 specialty code.)                                                              |
| 29 INDEPENDENT RADIOLOGY                                                                    | 292 MAMMOGRAPHY (Must provide certification)<br>327 NUCLEAR MEDICINE<br>570 PHYSIOLOGICAL LAB (INDEP. DIAG. TEST. FAC)<br>291 PORTABLE X-RAY EQUIPMENT<br>290 RADIOLOGY                                                                                                                                                                                                                                             |
| 09 NURSE MIDWIFE                                                                            | 095 NURSE MIDWIFE                                                                                                                                                                                                                                                                                                                                                                                                   |
| 09 PHYSICIAN EMPLOYED PRACTITIONER                                                          | 560 EPSDT SCREENING (Must submit CLIA certification. Must complete EPSDT Agreement.)<br>093 PHYS. EMPLOYED CERT REG. NURSE PRACTITIONER                                                                                                                                                                                                                                                                             |
| 19 OPTICIAN                                                                                 | 190 OPTICIAN                                                                                                                                                                                                                                                                                                                                                                                                        |
| 18 OPTOMETRIST                                                                              | 180 OPTOMETRIST<br>931 TELEMEDICINE SERVICES (Must complete Telemedicine Services Agreement/Certification)                                                                                                                                                                                                                                                                                                          |
| 52 PRIVATE DUTY NURSING                                                                     | 580 PRIVATE DUTY NURSING<br>To participate in the Technology Assisted (TA) Waiver for Adults program, a TA Waiver Addendum must be completed and submitted.                                                                                                                                                                                                                                                         |
| 24 PHARMACY                                                                                 | 241 GOVERNMENTAL<br>242 INSTITUTIONAL<br>240 RETAIL PHARMACY                                                                                                                                                                                                                                                                                                                                                        |
| 54 PSYCHOLOGIST                                                                             | 112 PSYCHOLOGY<br>175 BEHAVIORAL ANALYST                                                                                                                                                                                                                                                                                                                                                                            |
| 01 REHABILITATION CENTER                                                                    | 560 EPSDT SCREENING (Must submit CLIA certification. Must complete EPSDT Agreement.)<br>610 QMB ONLY<br>012 REHABILITATION HOSPITAL                                                                                                                                                                                                                                                                                 |
| 30 RENAL DIALYSIS                                                                           | 300 HEMODIALYSIS<br>630 NEPHROLOGY                                                                                                                                                                                                                                                                                                                                                                                  |
| 58 RURAL HEALTH (INDEPENDENT) (This is only applicable if enrolling as an IRHC clinic.)     | 081 FREE STANDING RURAL HEALTH CLINIC (Required Specialty)<br>560 EPSDT SCREENING (Must submit CLIA certification. Must complete EPSDT Agreement.)<br>093 CERTIFIED REG. NURSE PRACTITIONER<br>095 NURSE MIDWIFE<br>271 GENERAL DENTISTRY<br>311 ANESTHESIOLOGY<br>(IRHCs must select 081 at a minimum)                                                                                                             |
| 58 RURAL HEALTH (PROVIDER BASED) (This is only application if enrolling as a PBRHC clinic.) | 185 PROVIDER BASED RURAL HEALTH CLINIC (Required Specialty)<br>560 EPSDT SCREENING (Must submit CLIA certification. Must complete EPSDT Agreement.)<br>093 CERTIFIED REG. NURSE PRACTITIONER<br>095 NURSE MIDWIFE<br>140 PODIATRIST<br>112 PSYCHOLOGIST<br>600 QMB/EPSDT (Required Specialty for Podiatrist & Psychologist)<br>271 GENERAL DENTISTRY<br>311 ANESTHESIOLOGY<br>(PBRHCs must select 185 at a minimum) |
| 03 SKILLED NURSING FACILITY                                                                 | 035 NURSING FACILITY                                                                                                                                                                                                                                                                                                                                                                                                |
| 03 INTERMEDIATE CARE FACILITY                                                               | 035 INTERMEDIATE CARE FACILITY                                                                                                                                                                                                                                                                                                                                                                                      |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>26 TRANSPORTATION</p>                                                                                                                                                                                                                       | <p>260 EMERGENCY (Ground ambulance)<br/> 268 FIXED WING<br/> 261 HELICOPTER</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>17 THERAPIST</p>                                                                                                                                                                                                                            | <p>171 OCCUPATIONAL THERAPY<br/> 170 PHYSICAL THERAPY<br/> 173 SPEECH THERAPY<br/> 175 BEHAVIORAL ANALYST<br/> 931 TELEMEDICINE SERVICES (Must complete Telemedicine Services Agreement/Certification)<br/> (Hospital Based Therapists are not eligible to enroll.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>31 PHYSICIAN<br/> 13 PHYSICIAN (COUNTY HEALTH DEPT)<br/> 56 PHYSICIAN (FQHC)/080 FQHC<br/> 57 PHYSICIAN (CHILDREN'S SPECIALTY CLINIC)<br/> 58 PHYSICIAN (RHC)/081 IRHC<br/> 58 PHYSICIAN (RHC)/185 PBRHC</p> <p>(Select only one type.)</p> | <p>310 ALLERGY/IMMUNOLOGY<br/> 311 ANESTHESIOLOGY<br/> 312 CARDIAC SURGERY<br/> 313 CARDIOVASCULAR DISEASE<br/> 740 COCHLEAR IMPLANT TEAM<br/> 750 COLON AND RECTAL SURGERY<br/> 314 DERMATOLOGY<br/> 760 EENT<br/> 315 EMERGENCY MEDICINE<br/> 770 ENDOCRINOLOGY<br/> 560 EPSDT SCREENING (Must submit CLIA certification. Must complete EPSDT Agreement.)<br/> 316 FAMILY PRACTICE<br/> 317 GASTROENTEROLOGY<br/> 271 GENERAL DENTISTRY<br/> 318 GENERAL PRACTICE<br/> 319 GENERAL SURGERY<br/> 320 GERIATRICS<br/> 321 HAND SURGERY<br/> 780 HEMATOLOGY<br/> 790 INFECTIOUS DISEASES<br/> 800 INTERNAL MEDICINE<br/> 292 MAMMOGRAPHY<br/> 323 NEONATOLOGY<br/> 324 NEPHROLOGIST<br/> 325 NEUROLOGICAL SURGERY<br/> 326 NEUROLOGY<br/> 327 NUCLEAR MEDICINE<br/> 230 NUTRITION<br/> 328 OBSTETRICS/GYNECOLOGY<br/> 329 ONCOLOGY<br/> 330 OPHTHALMOLOGY<br/> 272 ORAL AND MAXILLOFACIAL SURGERY<br/> 810 ORTHOPEDIC<br/> 331 ORTHOPEDIC SURGERY<br/> 332 OTORHINOLARYNGOLOGY<br/> 333 PATHOLOGY<br/> 345 PEDIATRICS<br/> 336 PHYSICAL MEDICINE<br/> 337 PLASTIC, RECONSTRUCTIVE, COSMETIC SURGERY<br/> 338 PROCTOLOGY<br/> 339 PSYCHIATRY<br/> 340 PULMONARY DISEASE<br/> 341 RADIOLOGY<br/> 830 RHEUMATOLOGY<br/> 931 TELEMEDICINE SERVICES (Applicable for In-State Dermatologists &amp; Psychiatrists only. Must complete Telemedicine Services Agreement/Certification)<br/> 342 THORACIC SURGERY<br/> 343 UROLOGY<br/> 313 VASCULAR SURGERY</p> |

## ***SIGNATURE PAGE***

***Must be signed with an original signature***

To the best of my knowledge, the information supplied on this document is accurate and complete and is hereby released to DXC and the Alabama Medicaid Agency for the purpose of issuing a Medicaid provider number.

I hereby authorize, consent to, and request the release to the Alabama Medicaid Agency of any and all records concerning me, including, but not limited to, medical records, employment records, government records, and professional licensing records, and any other information requested by the Alabama Medicaid Agency for purposes of acting on my application to be an enrolled provider under the Alabama Medicaid program.

Signature of applicant (or an authorized representative if you are enrolling as a provider group/supplier)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Do Not Write In This Area**

**(For Office Use Only)**

# \_\_\_\_\_

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

QC Date: \_\_\_\_\_

QC Initials \_\_\_\_\_

**NOTE:**

**Dates of enrollment granted utilizing this application are March 1, 2020 to 180 calendar days from the end of the national emergency.**

***SIGNATURE PAGE (Continued)***  
***Penalties for Falsifying information on the Medicaid Health Care  
Provider / Supplier Enrollment Application***

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who in any matter within jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

**Individual offenders are subject to fines of up to \$250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to \$500,000. 18 U.S.C. § 3571 Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.**

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against an individual who "knowingly and willfully makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a program under a Federal health care program.

**The offender is subject to fines of up to \$25,000 and/or imprisonment for up to five years.**

3. The Civil False Claims Act, 31 U.S.C. § 3729 imposes civil liability, in part, on any person who:

- a) knowingly presents, or causes to be presented, to an officer or an employee of the United States Government a false or fraudulent claim for payment or approval;

- b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or

- c) conspire to defraud the Government by getting a false or fraudulent claim allowed or paid.

4. Section 1128B(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency...

A claim...that the Secretary determines is for a medical or other item or service that the person knows or should know:

- a) was not provided as claimed; and/or
- b) the claim is false or fraudulent.

**This provision authorizes a civil monetary penalty of up to \$10,000 per each item or service, an assessment of up to 3 times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.**

5. The Government may assert common law claims such as "common law fraud," "money paid by mistake," and "unjust enrichment." **Remedies include compensatory and punitive damages, restitution and recovery of the amount of the unjust profit.**

## ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

Electronic Funds Transfer (EFT) is the **required** payment method to deposit funds for claims approved for payment. These funds can be credited to either checking or savings accounts, directly into a provider's bank account, *provided* the bank selected accepts Automated Clearing House (ACH) transactions. EFT also avoids the risks associated with mailing and handling paper checks, **ensuring funds are directly deposited into a specified account.**

The following items are specific to EFT:

- The release of direct deposits depends on the availability of funds. EFT funds are released as directed by the Alabama Medicaid Agency. The earliest date funds are available is Saturday mornings following the checkwrite.
- Pre-notification to your bank takes place following the application processing. The pre-notification process takes place over a time frame of twenty-one (21) days. Direct deposits when owed to a provider will be made according to the release guidelines in the bullet above. The Remittance Advice (RA) Report furnishes the details of individual payments made to the provider's account during the weekly cycle.
- The availability of RA reports is unaffected by EFT and they typically are received by the end of the week following the checkwrite.

The Fiscal Agent must provide the following notification according to ACH guidelines:

"Most receiving depository financial institutions receive credit entries on the day before the effective date, and these funds are routinely made available to their depositors as of the opening of business on the effective date.

However, due to geographic factors, some receiving depository financial institutions do not receive their credit entries until the morning of the effective day and the internal records of these financial institutions will not be updated. As a result, tellers, bookkeepers, or automated teller machines (ATM) may not be aware of the deposit and the customer's withdrawal request may be refused. When this occurs, the customer or company should discuss the situation with the ACH coordinator of their institution who, in turn, should work out the best way to serve their customer's needs."

The effective date for EFT under the Alabama Medicaid Program is based on release of funds as directed by the Alabama Medicaid Agency. The earliest effective date is Saturday following the checkwrite (if funds were made available from the Agency for the particular provider).

Complete the attached Electronic Funds Transfer Authorization Agreement.

**A voided check or an official letter from the bank must be returned with the agreement to DXC.**

# ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

Complete all sections below and attach a voided check or an official letter from the bank for verification purposes. Enter ONE group/payee NPI per form. EFT information is an enrollment requirement. Information entered below must match the information submitted on the check or letter sent for verification.

## Provider Information

---

Provider Name

Group/Payee NPI

---

Payee Address

Provider Phone Number

## Bank Account Information

---

Bank Name

Routing Number

---

Bank Phone Number

Account Number

---

Bank Address

I (we) hereby authorize Alabama Medicaid Agency to present credit entries into the bank account referenced above and the depository named above to credit the same to such account. I (we) understand that I (we) am responsible for the validity of the information on this form. If the company erroneously deposits funds into my (our) account, I (we) authorize the company to initiate the necessary debit entries, not to exceed the total of the original amount credited for the current pay period.

I (we) agree to comply with all certification requirements of the applicable program regulations, rules, handbooks, bulletins, standards, and guidelines published by the Alabama Medicaid Agency or its fiscal agent. I (we) understand that payment claims will be from federal and state funds, and that any falsification, or concealment of material fact, may be prosecuted under federal and state laws.

I (we) will continue to maintain the confidentiality of records and other information relating to recipients in accordance with applicable state and federal laws, rules, and regulations.

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Authorized Signature (**Original signature required**)

Date

---

Contact Name

Phone

# PROVIDER AGREEMENT

As a condition for participation as a provider under the Alabama Medicaid Program (MEDICAID), the provider (Provider) agrees to comply with all terms and conditions of this Agreement.

## **I. ALL PROVIDERS**

### **1.1 AGREEMENT AND DOCUMENTS CONSTITUTING AGREEMENT.**

A copy of the current *Alabama Medicaid Provider Manual* and the *Alabama Medicaid Administrative Code* has been or will be furnished to the Provider. This Agreement is deemed to include the applicable provisions of the State Plan, *Alabama Medicaid Administrative Code*, and *Alabama Medicaid Provider Manual*, as amended, and all State and Federal laws and regulations. If this Agreement is deemed to be in violation of any of said provisions, then this Agreement is deemed amended so as to comply therewith. Invalidity of any portion of this Agreement shall not affect the validity, effectiveness, or enforceability of any other provision. Provider agrees to comply with all of the requirements of the above authorities governing or regulating MEDICAID. Provider is responsible for ensuring that employees or agents acting on behalf of the Provider comply with all of the requirements of the above authorities.

### **1.2 STATE AND FEDERAL REGULATORY REQUIREMENTS**

- 1.2.1 Provider has not been excluded or debarred from participation in any program under Title XVIII (Medicare) or any program under Title XIX (Medicaid) under any of the provisions of Section 1128(A) or (B) of the Social Security Act (42 U.S.C. § 1320a-7), or Executive Order 12549. Provider also has not been excluded or debarred from participation in any other state or federal health-care program. Provider must notify MEDICAID or its agent within ten (10) business days of the time it receives notice that any action is being taken against Provider or any person defined under the provisions of Section 1128(A) or (B), which could result in exclusion from the Medicaid program
- 1.2.2 Provider agrees to disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B, and provide such information on request to MEDICAID, the Alabama Attorney General's Medicaid Fraud Control Unit, and/or the United States Department of Health and Human Services. Provider agrees to keep its application for participation in the Medicaid program current by informing MEDICAID or its agent in writing of any changes to the information contained in its application, including, but not limited to, changes in ownership or control, federal tax identification number, or provider business addresses, at least thirty (30) business days prior to making such changes. Provider also agrees to notify MEDICAID or its agent within ten (10) business days of any restriction placed on or suspension of the Provider's license or certificate to provide medical services, and Provider must provide to MEDICAID complete information related to any such suspension or restriction.
- 1.2.3 This Agreement is subject to all state and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program. As required by 42 C.F.R. §431.107, Provider agrees to keep any and all records necessary to disclose the extent of services provided by the Provider to individuals in the Medicaid program and any information relating to payments claimed by the Provider for furnishing Medicaid services. Provider also agrees to provide, on request, access to

records required to be maintained under 42 C.F.R. §431.107 and copies of those records free of charge to MEDICAID, its agent, the Alabama Attorney General's Medicaid Fraud Control Unit, and/or the United States Department of Health and Human Services. All such records shall be maintained for a period of at least three years plus the current year. However, if audit, litigation, or other action by or on behalf of the State of Alabama or the Federal Government has begun but is not completed at the end of the above time period, or if audit findings, litigation, or other action has not been resolved at the end of the above time period, said records shall be retained until resolution and finality thereof.

- 1.2.4 The Alabama Attorney General's Medicaid Fraud Control Unit, Alabama Medicaid Investigators, and internal and external auditors for the state/federal government and/or MEDICAID may conduct interviews of Provider employees, subcontractors and its employees, witnesses, and recipients without the Provider's representative or Provider's legal counsel present unless the person voluntarily requests that the representative be present. Provider's employees, subcontractors and its employees, witnesses, and recipients must not be coerced by Provider or Provider's representative to accept representation by the Provider, and Provider agrees that no retaliation will occur to a person who denies the Provider's offer of representation. Nothing in this agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with, in the form and the manner requested. Provider will ensure by contract or other means that its employees and subcontractors over whom the Provider has control cooperate fully in any investigation conducted by the Alabama Attorney General's Medicaid Fraud Control Unit and/or MEDICAID. Subcontractors are those persons or entities who provide medical goods or services for which the Provider bills the Medicaid program or who provide billing, administrative, or management services in connection with Medicaid-covered services.
- 1.2.5 Provider must not exclude or deny aid, care, service or other benefits available under MEDICAID or in any other way discriminate against a person because of that person's race, color, national origin, gender, age, disability, political or religious affiliation or belief. Provider must provide services to Medicaid recipients in the same manner, by the same methods, and at the same level and quality as provided to the general public.
- 1.2.6 Provider agrees to comply with all state and federal laws relating to the preparation and filing of cost reports, audit requirements, and inspection and monitoring of facilities, quality, utilization, and records.
- 1.2.7 Under no circumstances shall any commitments by MEDICAID constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of the Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The Provider's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.
- 1.2.8 In the event litigation is had concerning any part of this Agreement, whether initiated by Provider or MEDICAID, it is agreed that such litigation shall be had and conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdiction of those respective courts. This provision is not intended to, nor shall it operate to, enlarge the jurisdiction of either of said courts, but is merely an agreement and stipulation as to venue.

### **1.3 CLAIMS AND ENCOUNTER DATA**

- 1.3.1 Provider agrees to submit claims for payment in accordance with billing guidelines and procedures promulgated by MEDICAID, including electronic claims. Provider certifies that information submitted regarding claims or encounter data will be true, accurate, complete, and that such information can be verified by source documents from which data entry is made by the Provider. Further, Provider understands that any falsification or concealment of a material fact may be prosecuted under state and/or federal laws.

- 1.3.2 Provider must submit encounter data required by MEDICAID or any managed care organization to document services provided, even if the Provider is paid under a capitated fee arrangement.
- 1.3.3 All claims or encounters submitted by Provider must be for services actually rendered by Provider. Physician providers must submit claims for services rendered by another in accordance with MEDICAID rules regarding providers practicing under physician supervision. Claims must be submitted in the manner and in the form set forth in the *Alabama Medicaid Provider Manual*, and within the time limits established by MEDICAID for submission of claims. Claims for payment or encounter data submitted by the provider to a managed care entity or MEDICAID are governed by the Provider's contract with the managed care entity. Provider understands and agrees that MEDICAID is not liable or responsible for payment for any Medicaid-covered services provided under the managed care Provider contract, or any agreement other than this Medicaid Provider Agreement.
- 1.3.4 Federal and state law prohibits Provider from charging a recipient or any financially responsible relative or representative of the recipient for Medicaid-covered services, except where a copayment is authorized under the Medicaid State Plan. (42 C.F.R. §447.20). The provider (or its staff) must advise each recipient when MEDICAID payment will not be accepted prior to services being rendered, and the recipient must be notified of responsibility for the bill. The fact that Medicaid payment will not be accepted must be recorded in the recipient's medical record.
- 1.3.5 As a condition for eligibility for Medicaid benefits, a recipient assigns all rights to recover from any third party or any other source of payment to MEDICAID (42 C.F.R. §433.145 and §22-6-6.1, Code of Alabama 1975). Except as provided by MEDICAID's third-party recovery rules (*Alabama Medicaid Administrative Code*, Chapter 20), Provider agrees to accept the amounts paid under MEDICAID as payment in full for all covered services. (42 C.F.R. §447.15).
- 1.3.6 Provider must refund to MEDICAID any overpayments, duplicate payments, and erroneous payments which are paid to Provider by MEDICAID as soon as the payment error is discovered.
- 1.3.7 Provider has an affirmative duty to verify that claims and encounters are received by MEDICAID or its agent and implement an effective method to track submitted claims against payments made by MEDICAID.
- 1.3.8 MEDICAID'S obligation to make payments hereunder is subject to the availability of State and Federal funds appropriated for MEDICAID purposes. Further, MEDICAID'S obligation to make payments hereunder is and shall be governed by all applicable State and Federal laws and regulations. In no event shall the MEDICAID payment exceed the amount charged to the general public for the same service.
- 1.3.9 Provider shall not charge MEDICAID for services rendered on a no-cost basis to the general public.
- 1.3.10 Provider is prohibited from offering incentives (such as discounts, rebates, refunds, or other similar unearned gratuity or gratuities) other than an improvement(s) in the quality of service(s), for the purpose of soliciting the patronage of MEDICAID recipients. Should the Provider give a discount or rebate to the general public, a like amount shall be adjusted to the credit of MEDICAID on the MEDICAID claim form, or such other method as MEDICAID may prescribe. Failure to make a voluntary adjustment by the Provider shall authorize MEDICAID to recover same by then existing administrative recoupment procedures or legal proceedings.
- 1.3.11 Provider agrees and hereby acknowledges that payments made under this agreement are subject to review, audit adjustment and recoupment action. In the event that Provider acquires or has acquired ownership of another MEDICAID provider through transfer, sale, assignment, merger, replacement or any other method, whether or not a new Agreement is required, Provider shall be responsible for any unrecovered improper MEDICAID payments made to the previous provider. An indemnification agreement between Provider and the previous provider shall not affect MEDICAID'S right to recovery.

- 1.3.12 Provider agrees to comply with the provisions of the *Alabama Medicaid Provider Manual* regarding the transmission and receipt of electronic claims and eligibility verification data. Provider must verify that all claims submitted to MEDICAID or its agent are received and accepted. Provider is responsible for tracking claims transmissions against claims payments and detection and correcting all claims errors. If Provider contracts with third parties to provide claims and/or eligibility verification data from MEDICAID, the Provider remains responsible for verifying and validating all transactions and claims, and ensuring that the third party adheres to all client data confidentiality requirements.

## **II. RECIPIENT RIGHTS**

- 2.1. Provider must maintain the recipient's state and federal right of privacy and confidentiality to the medical and personal information contained in Provider's records.
- 2.2. The recipient must have the right to choose providers unless that right has been restricted by MEDICAID or by waiver of this requirement from CMS. The recipient's acceptance of any service must be voluntary.
  - 2.2.1 The recipient must have the right to choose any qualified provider of family planning services.

## **III. ADVANCE DIRECTIVES - HOSPITAL, HOME HEALTH, HOSPICE, AND NURSING HOME PROVIDERS**

- 3.1 The provider shall comply with the requirements of §1902(w) of the Social Security Act (42 USC §1396a(w)) as described below:
  - 3.1.1 Maintain written policies and procedures in respect to all adult individuals receiving medical care by or through the provider about patient rights under applicable state law to make decisions concerning medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives;
  - 3.1.2 Provide written information to all adult individuals on patient policies concerning implementation of such rights;
  - 3.1.3 Document in the patient's medical record whether or not the individual has executed an advance directive;
  - 3.1.4 Not condition the provision of care or otherwise discriminate against a patient based on whether or not he/she has executed an advance directive;
  - 3.1.5 Ensure compliance with requirements of state law (whether statutory or recognized by the courts) concerning advance directives;
  - 3.1.6 Provide (individually or with others) for education for staff and the community on issues concerning advance directives; and
  - 3.1.7 Furnish the written information described above to adult individuals as required by law.

## **IV. TERM, AMENDMENT, AND TERMINATION**

This Agreement will be effective from the date all enrollment documentation has been received and verified until the date the Agreement is terminated by either party. This Agreement may be amended as required, provided such amendment is in writing and signed by both parties concerned. Either party may terminate this Agreement by providing the other party with fifteen (15) days written notice. MEDICAID may immediately terminate the Agreement for cause if the Provider is excluded from the Medicare or Medicaid programs for any reason, loses its licenses or certificates, becomes ineligible for participation in the Medicaid program, fails to comply with the provisions of this Agreement, or if the Provider is or may be placing the health and safety of recipients at risk. MEDICAID may terminate this

Agreement without notice if the Provider has not provided services to Medicaid recipients in excess of five (5) claims or \$100.00 during the last fiscal year.

## V. CIVIL RIGHTS COMPLIANCE

Assurance is hereby given that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 70b), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990, Section 1557 of the Patient Protection and Affordable Care Act of 2010, and the Regulations issued thereunder by the Department of Health and Human Services (45 CFR Parts 80, 84, and 90) no individual shall, on the ground of race, sex, color, creed, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or services by this institution.

## VI. SIGNATURE AUTHENTICATION STATEMENT

To the best of my knowledge, the information supplied on this document is accurate and complete and is hereby released to Medicaid's fiscal agent and the Alabama Medicaid Agency for the purpose of enrolling with Alabama Medicaid.

I hereby authorize, consent to, and request the release to the Alabama Medicaid Agency of any and all records concerning provider, including, but not limited to, employment records, government records, and professional licensing records, and any other information requested by the Alabama Medicaid Agency for purposes of acting on my application to be an enrolled provider under the Alabama Medicaid program.

Signature of applicant (or an authorized representative if you are enrolling as a provider group/supplier)

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who in any matter within jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

***Individual offenders are subject to fines of up to \$250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to \$500,000. 18 U.S.C. § 3571 Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.***

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against an individual who "knowingly and willfully makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a program under a Federal health care program. **The offender is subject to fines of up to \$25,000 and/or imprisonment for up to five years.**

3. The Civil False Claims Act, 31 U.S.C. § 3729 imposes civil liability, in part, on any person who:

a) knowingly presents, or causes to be presented, to an officer or an employee of the United States Government a false or fraudulent claim for payment or approval;

b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or

c) conspire to defraud the Government by getting a false or fraudulent claim allowed or paid.

4. Section 1128B(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency.

A claim that the Secretary determines is for a medical or other item or service that the person knows or should know:

- a) was not provided as claimed; and/or
- b) the claim is false or fraudulent.

***This provision authorizes a civil monetary penalty of up to \$10,000 per each item or service, an assessment of up to 3 times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.***

5. The Government may assert common law claims such as "common law fraud," "money paid by mistake," and "unjust enrichment." **Remedies include compensatory and punitive damages, restitution and recovery of the amount of the unjust profit.**

Provider Signature \_\_\_\_\_

(Must be an original signature)

Date \_\_\_\_\_

Name of Provider: \_\_\_\_\_

NPI of Provider: \_\_\_\_\_