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PROVIDER AGREEMENT ADDENDUM

I, the undersigned, certify and agree to the following:

Enrollment in Louisiana Medicaid

1. The provider has read the contents of this Louisiana Medical Assistance Program Enrollment Packet and the information supplied herein is true, correct and complete;
2. The provider understands that it is their responsibility to ensure that all information is kept up to date on the Louisiana Medicaid Provider File;
   - the provider must send notice to the LDH Provider Enrollment section for any changes such as the provider's address, and change of ownership/management. Failure to do so may negatively affect attempts to revalidate the provider's information and result in account closure.
   - The provider understands that failure to maintain current information may result in payments being delayed or closure of their Medicaid provider number;
3. The provider understands that if the provider number is closed due to inaccurate information or for inactivity, the provider will have to complete a new enrollment packet in its entirety to reactivate the provider number. A new application fee may be required for certain provider types.
4. The provider understands that it is their responsibility to ensure that all employees and/or authorized representatives are U.S. citizens or have legal status and work privilege in the U.S.
5. The provider understands that it is a violation if they fail to comply with any or all federal or state laws, regulations, policies, rules, criteria, or procedures, applicable to the Medical Assistance Program or a program of the Medical Assistance Program in which the provider, provider-in-fact, agent of the provider, billing agent, affiliate or other person is participating (Louisiana Administrative Code Title 50, Subpart 5, Chapter 41, Subchapter A, §4147.
6. The provider understands that individuals who meet one or more of the following conditions may not be eligible to participate in the Medicaid program and that it is the provider's responsibility to immediately report to the Program Integrity Unit at LDH if I, or any owners, managing employees or agents meet one or more of the noted conditions upon discovery of such information.
   - denied enrollment;
   - suspended, or excluded from Medicare, Medicaid or other Health Care Programs in any state;
   - employed by a corporation, business, or professional association that is now or has ever been suspended or excluded from Medicare, Medicaid or other Health Care Programs in any state;
   - convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs or any offense delineated in the Louisiana Medical Assistance Programs Integrity Law; 42 CFR 455.106.
   - terminated/revoked by Medicare or another state's Medicaid program
   - negative balances must be paid in full before enrollment, or renenrollment.
7. The provider understands that, as a part of the Louisiana Medicaid enrollment/re-enrollment process, the Social Security Numbers of any person with an ownership or control interest of 5% in the disclosing entity, any managing employees and any agents must be disclosed.
   - The provider understands that failure to provide the Social Security Numbers will result in the rejection and/or denial of enrollment or re-enrollment request.
8. The provider acknowledges that they have read and are familiar with LA R.S. 46:437.10.A&B, continuing liability; assumption of liability by the seller and buyer. Both parties are responsible for recoverable obligations.
9. The provider understands that On-Site Visits, per 42 CFR 455:432, may be conducted by LDH Staff, LDH Representative, CMS, CMS Agents and CMS Designated Contractors:
   - Either announced or unannounced,
   - For both pre-enrollment and/or post-enrollment
   - Failure to cooperate with these On-Site Visits shall result in denial or termination of participation.
10. The provider understands that all providers assessed as high risk are required to submit to finger print and background checks for all owners with 5% or more ownership interest.

Providing Services to Louisiana Medicaid Recipients

11. The provider agrees to conduct activities/actions in accordance with the Medical Assistance Program Integrity Law (MAPIL Louisiana R.S. Title 46, Chapter 3, Part VI-A) as required to protect the fiscal and programmatic integrity of the medical assistance programs;
12. The provider understands that the Medicaid Provider Agreement is voluntary between the LDH and the health care provider and shall be effective for a stipulated period of time;
    - This agreement may be terminated by the LDH for cause without notice;
    - Either party shall terminate the agreement for no cause 30-days after written notice; and
    - The agreement shall be renewable upon mutual agreement.
13. The provider understands that services and/or supplies provided must be medically necessary and medically appropriate for each individual recipient based on needs presented on the date the service is provided and/or delivered;
14. The provider agrees to charge no more for services to eligible recipients than is charged on the average for similar services to others;
15. The provider understands that the provider is held responsible for any and all claims submitted under any Louisiana Medicaid provider number issued;
16. The provider agrees to maintain all records necessary for full disclosure of services provided to individuals under the program and to furnish, at no cost and within the time requested, information regarding those records as well as payments claimed/received for providing such services that the State Agency, the LDH Secretary, the Louisiana Attorney General, or the Medicaid Fraud Control Unit may request for five years from the date of service;

17. The provider agrees to report and refund any discovered overpayments within sixty (60) days of discovery;
18. The provider agrees to participate as a provider of medical services and shall bill Medicaid for all covered services performed on behalf of an eligible individual who has been accepted as a Medicaid patient;
19. The provider agrees to accept Medicaid payment for covered services as payment in full and not seek additional payment from any recipient for any unpaid portion of a bill, with the exception of state-funded spend-down Medically Needy recipients as indicated by the agency's form 110-MNP or any recipient co-payments as established by LDH;
20. The provider agrees to adhere to the published regulations of the LDH Secretary and the Bureau of Health Services Financing, including, but not limited to, those rules regarding recoupment and disclosure requirements as specified in 42 CFR 455, Subpart B;
21. The provider agrees to adhere to the Federal Health Insurance Portability and Accountability Act (HIPAA) and all applicable HIPAA regulations issued by the Federal HHS, including, but not limited to, the requirements and obligations imposed by those regulations regarding the conduct of electronic health care transactions and the protection of the privacy and security of individual health information and any additional regulatory requirements imposed under HIPAA;
22. The provider understands the Louisiana Medicaid Program must comply with HHS regulations promulgated under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; and the American Disabilities Act of 1990 which require that:
    - No person in the United States shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of age, color, handicap, national origin, race or sex under any program or activity receiving Federal financial assistance.

    Under these requirements, LDH, Bureau of Health Services Financing (BHSF) cannot pay for medical care or services unless such care and services are provided without discrimination based on age, color, handicap, national origin, race or sex. Written complaints of non-compliance should be directed to Secretary, LDH, PO Box 91030, Baton Rouge, LA 70821-9030 or DHHS Secretary, Washington, DC or both.
23. The Deficit Reduction Act of 2005, Section 6032 Implementation: As a condition of payment for goods, services and supplies provided to recipients of the Medicaid Program, providers and entities must comply with the False Claims Act employee training and policy requiements in 1902(a)(68) of the Social Security Act, set forth in that subsection and as the Secretary of the United States DHHS may specify. As an enrolled provider/entity, the provider understands that it is their obligation to inform all of their employees and affiliates of the provisions of the Federal False Claims Act, and any Louisiana laws and/or rules pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws and/or rules. When monitored or audited, the provider will be required to show evidence of compliance with this requirement.
24. The Anti-Trust Assignment: The provider assigns to the State of Louisiana any and all rights or claims it currently has or may acquire under any state or federal antitrust laws and that are attributable to any product units purchased or reimbursed by the State and/or its offices, agencies, departments or political subdivisions through any programs or payment mechanisms. For purposes of this assignment clause, the "provider" shall include any direct or indirect owner to whom the right or claim to be assigned actually belongs, including any and all parents, branches, departments or subsidiaries.

Medicaid Direct Deposit Electronic Funds Transfer (EFT) Authorization Agreement

25. The provider has reviewed the Medicaid Direct Deposit (EFT) Authorization Agreement and the Medicaid Provider Requirements and Conditions as listed below and agrees to the following:
    - The provider understands that payment and satisfaction of any claims will be from Federal and State Funds; and any false claims, statements or documents, or concealment of a material fact, may be prosecuted under applicable Federal and State laws.
    - The provider understands that LDH may revoke this authorization at any time.
    - The provider hereby authorizes the Louisiana LDH to apply credit entries into the account and the depository name referenced on the EFT Authorization Agreement form. These credits will pertain only to direct deposit transfer payments that the payee has rendered for Medicaid services.
    - The provider certifies that if a Board of Directors' approval was necessary to enter into this agreement, that approval has been obtained and the signature below is authorized by the stated Board of Directors to enter into or to change this agreement.
    - The provider agrees to notify the Provider Enrollment Unit if changing financial institutions or accounts. The provider further understands that the maintenance of account information on the Louisiana Medicaid file is the provider's responsibility and failure to notify the Provider Enrollment Unit as noted may result in Medicaid payments being electronically transmitted to incorrect accounts. The provider understands that such changes may not be able to be accommodated if less than 15 business days' notice is given.

Certification of Claims (Paper & Electronic)

26. The provider agrees that all claims submitted to LDH or its fiscal agent will be for medically necessary and needed services or supplies and that these services and/or supplies will be rendered by an individual or business who is enrolled as a LDH Medicaid provider;
27. The provider understands that all claims submitted to Louisiana Medicaid will be paid and satisfied from Federal and state funds, and that any falsification or concealment of a material fact, may be prosecuted under Federal and State laws;
28. The provider attests that all claims submitted under the conditions of this Agreement are certified to be true, accurate, and complete.

*** The provider understands only an authorized representative may sign this form. This authorized representative must be someone designated to enter into a legal and binding contract with Louisiana Medicaid. This person must be someone currently listed on the Disclosure of Ownership as either an owner or manager. Any other signature will be grounds for rejecting this form.