

## **PARTICIPATION AND PAYMENT AGREEMENT**

AS A CONDITION OF PARTICIPATION AND PAYMENT, I UNDERSTAND AND AGREE.

- ▶ That this agreement shall not be assigned or transferred.
- ▶ That upon acceptance of this agreement, the South Carolina Department of Health and Human Services (SCDHHS) will issue a Medicaid provider number.
- ▶ That services shall be provided to Medicaid recipients in compliance with Section 504 of the Rehabilitation Act of 1973, as amended; and the Age Discrimination Act of 1975, as amended; the Omnibus Budget Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990 (ADA), as amended; and any regulations promulgated pursuant to any of these Acts.
- ▶ In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.) and regulations pursuant thereto, (45 CFR Part 80, 2014, as amended), the provider must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this agreement.
- ▶ That provider shall comply with the advance directives requirements for hospitals, nursing facilities, providers of home health care and personal care services, hospices, and HMOs specified in 42 CFR 489 Subpart I and 42 CFR §417.436(d).
- ▶ That adequate and correct fiscal and medical records shall be kept to disclose the extent of services rendered and to assure that claims for funds are in accordance with all applicable laws, regulations, and policies. These records must be furnished to SCDHHS, the Centers for Medicare and Medicaid Services (CMS), or the Medicaid Fraud Control Unit (MFCU) of the South Carolina Attorney General's Office, upon request in accordance with 42 CFR §431.107.
- ▶ That for Medicaid purposes all fiscal and medical records shall be retained for a minimum period of five (5) years after last payment was made for services rendered, except that hospitals and nursing homes are required to retain such records for six (6) years after last payment was made for services rendered. If any criminal or civil law enforcement investigation, litigation, claim, audit, or other action involving the records has been initiated prior to the expiration of the appropriate retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the appropriate retention period, whichever is later.
- ▶ That, for the purposes of reviewing, copying, and reproducing documents, access shall be allowed to all records concerning services and payment under this agreement to SCDHHS, the State Auditor's Office, the South Carolina Attorney General's Office, the United States Department of Health and Human Services, Government Accountability Office and/or their

designee during normal business hours. Failure of the provider to comply with this provision may result in the immediate termination of this agreement. SCDHHS may, upon good cause shown by the provider, and within the discretion of SCDHHS, allow the provider a reasonable amount of time to provide the documents requested. SCDHHS will notify the provider of any termination under this provision by Certified Mail, Return Receipt Requested, or nationally recognized overnight carrier.

- ▶ That upon request, information must be furnished to SCDHHS, CMS, or MFCU regarding any claim for payment to the SCDHHS.

- ▶ That requests for reimbursement for services shall reflect any third-party payment received and that any payment received subsequent to claims filing shall be reported.

- ▶ That Medicaid will reimburse the co-insurance and/or deductible portions (cost sharing) of Medicare claims for recipients with both coverages only if the provider accepts Medicare assignment. Cost sharing is in accordance with the South Carolina State Plan for Medical Assistance.

- ▶ That Medicaid reimbursement is always made to the provider of services and that the recipient shall not be billed pending receipt of such payment.

- ▶ That Medicaid reimbursement is payment in full and that the provider shall not bill, request, demand, solicit, or in any manner receive or accept payment from the recipient or any other person, family member, relative, organization or entity for care or services to a recipient/patient except as may otherwise be allowed under Federal regulations or in accordance with SCDHHS policy. That this statement applies only to those recipients for whom Medicaid claims are filed and that it in no way requires that the provider render services to any Medicaid recipient.

- ▶ The provider may terminate this agreement upon providing SCDHHS with thirty (30) days written notice of termination. SCDHHS may terminate this agreement for good cause upon providing the provider with thirty (30) days written notice of termination. Notices of termination shall be sent by Certified Mail, Return Receipt Requested or nationally recognized overnight carrier, and be effective thirty (30) days after the date of receipt. For the purposes of this agreement, 'good cause' shall be a failure of the provider to abide by the terms of this agreement.

- ▶ That the provider shall disclose full and complete information as to ownership, business transactions, and criminal activity in accordance with 42 CFR 455 Subpart B (2014, as amended). Furthermore, the provider shall disclose any felony convictions under federal or state law in accordance with 42 CFR 1001 Subparts B and C (2014, as amended). The provider, including owners and managing employees under 42 CFR 455 Subpart B, may be investigated,

charged, and prosecuted under applicable state and federal laws for failure to comply with the above directive.

▶ That the provider shall comply with all applicable screening and enrollment requirements in accordance with 42 CFR 455 Subpart E (2014, as amended). The provider, including owners and managing employees, may be investigated, charged, and prosecuted under applicable state and federal laws for failure to comply with the above directive.

▶ That, for any dispute arising under this agreement, the provider shall have as his sole and exclusive remedy the right to request a hearing from SCDHHS within thirty (30) calendar days of the SCDHHS action which he believes himself aggrieved. Such proceedings shall be in accordance with SCDHHS appeals procedures and S.C. Code Ann. 1-23-310 et. (1976, as amended). Judicial review of any final agency administrative decision shall be in accordance with S.C. Code Ann. 1-23-380 (1976, as amended).

▶ That the provider shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX (Medicaid) services in accordance with 42 CFR Part 431 Subpart F (2014, as amended), SCDHHS regulation §§126-170, et seq., South Carolina Code of State Regulations (2012) Volume 10, as amended, and all applicable State laws and regulations.

▶ That none of the funds provided under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for political office, or otherwise in violation of the "Hatch Act".

▶ That participation, all services rendered, and claims submitted shall be in compliance with all applicable federal and state laws and regulations and in accordance with the South Carolina Plan for Medical Assistance, bulletins, SCDHHS policies, procedures, and Medicaid Provider Manuals. The provider, including owners and managing employees, may be investigated, charged, and prosecuted under applicable state and federal laws, for knowing failure to comply, including by failing to establish or establishing insufficient internal operations to verify the validity of claims submitted.

▶ That all information provided on the Medicaid enrollment form is incorporated as a part of this agreement.

▶ That the provider, including owners and managing employees under 42 CFR 455 Subpart B, shall be held personally liable, criminally and/or civilly, for all claims submitted by him or on his behalf as evidenced by his endorsement of his Medicaid reimbursement check or acceptance of an electronic deposit.

▶ That Medicaid reimbursement (payment of claims) is from state and federal funds and that any falsification (false claims, statement, or documents) or concealment of material fact may be

prosecuted under applicable state and federal laws. Any and all persons involved, including owners, managing employees, employees, agents and representatives may be charged and prosecuted under applicable state and federal laws.

▶ That the provider shall comply with all applicable standards of Title VII of the Civil Rights Act of 1964, as amended; the Clean Air Act of 1970, as amended; the Federal Water Pollution Control Act, as amended; Section 6002 of the Solid Waste Disposal Act of 1965 as amended by the Resource Conservation and Recovery Act of 1976; and any regulations promulgated pursuant to any of these Acts.

▶ That the provider shall comply with all terms and conditions of the Drug Free Workplace Act, S.C. Code Ann. Section 44-107-10 et seq. (1976, as amended) if this agreement is for a stated or estimated value of Fifty Thousand Dollars or more.

▶ That the provider shall comply with all terms and conditions of the Iran Divestment Act of 2014, S.C. Code Ann. §§11-57-10 et seq. (Supp. 2014, as amended).

▶ That in accordance with 31 U.S.C. 1352, funds received through this agreement may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all contractors and subcontractors.

▶ The Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification: Standard Unique Health Identifier for Health Care Providers regulations (45 CFR 162 Subparts A & D), states that all covered entities: health plans, health care clearinghouses, and those health care providers who transmit any health information in electronic form in connection with a standard transaction must use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).

▶ Pursuant to the Standard Unique Health Identifier regulations (45 CFR 162 Subparts A & D), and if the provider is a covered health care provider as defined in 45 CFR §162.402, the provider agrees to disclose its National Provider Identifier (NPI) to SCDHHS once obtained from the NPPES. Provider also agrees to use the NPI it obtained from the NPPES to identify itself on all standard transactions that it conducts with SCDHHS.

▶ That the provider shall comply with all applicable provisions of 2 CFR Part 180 (2014, as amended) as supplemented by 2 CFR Part 376 (2014, as amended), pertaining to debarment

and/or suspension. As a condition of participation, the provider should screen all employees and subcontractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health

Insurance Program, and/or all federal health care programs. Any individual or entity that employs or contracts with an excluded provider cannot claim reimbursement from Medicaid for any items or services furnished, authorized, or prescribed by the excluded provider.

► That if the provider receives annual Medicaid payments of at least Five Million Dollars, the provider must comply with Section 6032 of the Deficit Reduction Act of 2005, Employee Education about False Claims Recovery.

#### Participation and Payment Attestation

~ I certify that I have read the conditions of participation and payment and that I understand and agree to the conditions of the participation and payment agreement and the information I have furnished is true, accurate, complete, and current as of the date of this attestation. I have not herein knowingly or willfully falsified, concealed or omitted any material fact that would constitute a false, fictitious, or fraudulent statement or representation and that I will report any change affecting my enrollment. I further certify that I will obtain authorization from each Medicaid patient to release to South Carolina Department of Health and Human Services (SCDHHS) medical information necessary for processing Medicaid claims. Furthermore, by checking this box, I consent to criminal history background checks including fingerprinting when required to do so under State law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. Additionally, I understand I may be investigated, charged, and prosecuted for the failure to comply with all applicable federal and state laws.

\_\_\_\_\_  
Printed Provider or Provider Entity Name

\_\_\_\_\_  
Printed Authorized Agent Name

\_\_\_\_\_  
Provider/Provider Entity or Authorized Agent Signature

\_\_\_\_\_  
Date