



## Nevada Medicaid and Nevada Check Up

# Provider Initial Enrollment Instructions (Individuals)

This document provides instructions for completing the Provider Initial Enrollment Application for Individual providers. Please answer all questions as of the current date. Attach additional sheets if necessary to answer each question completely. Each additional sheet must display the relevant question number from the application. These instructions are designed to clarify certain questions on the application. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

### Section 1: General Information

#### *Question 4 (Enrollment Effective Date)*

Enter the date on which you wish the provider enrollment to begin. The date in this field may be backdated up to six months, but may not be prior to all provider enrollment requirements being met. To exceed the six-month backdate limitation, provide a written explanation and supporting documentation.

If you have already provided services, review the dates of service you will be billing and enter a date that will cover all of your back billing. If you have no back billing, enter the current date. Timely filing limits apply. (**Timely Filing Limits:** From the Date of Service or the recipient's date of eligibility, whichever is later, you have 180 days to submit in-state provider claims when Medicaid is the only insurance or 365 days to submit out-of-state provider claims and claims when the recipient has a primary health insurance carrier other than Medicaid.)

#### *Question 5 (Group Membership)*

If you would like to **become a member of an existing Provider Group**, enter the group's National Provider Identifier (NPI) and the date you would like to be affiliated with the group. You may enter a date in the past. Please note that timely filing limits apply. (See "*Question 4*" above for timely filing limits.) When the group's NPI is used as the billing provider on a claim, payments will be made to the Provider Group. **Group enrollment is required for provider types 14 and 82.**

#### *Question 6 (Provider Type)*

Nevada Medicaid has defined approximately 60 different medical service types, also referred to as "provider types." Enter the appropriate **2-digit provider type number from the left column of Table E-2 found in the Provider Enrollment Information Booklet.**

Some providers provide more than one type of service. You must submit **one complete set of enrollment documents for each provider type you are enrolling** (i.e., Provider Enrollment Packet and documents listed on the relevant enrollment checklist for that provider type). For example, if you supply Durable Medical Equipment (provider type 33) as well as pharmaceutical drugs (provider type 28), complete two sets of enrollment documents. The same NPI would be noted on each application. The difference between the two applications would be the provider type number and the attachments required per the enrollment checklists.

#### *Question 7 (Specialties)*

Some provider types require you to identify a 3-digit specialty code in Question 7 on the Application. **The 3-digit specialty code is shown next to each bulleted item in Table E-2 found in the Provider Enrollment Information Booklet.**

- **A specialty is required for provider types 14, 17, 19, 20, 34, 38, 48, 57, 58 and 82.** For provider types 14, 17 and 82 only, enter one specialty code per Application. A Provider Enrollment Packet must be submitted for each specialty being enrolled.
- To assist in Medicaid tracking, we recommend that provider types 22, 26, 54 and 76 identify a specialty when applicable.
- All other provider types may leave Question 7 blank.

## Section 2: Tax and Business Information

### *Question 17 (Electronic Health Records)*

Complete this question only if you are or will be providing services in an IHP, RHC or FQHC facility/clinic (PT 47 or PT 17) AND enrolling as a qualified eligible professional exclusively to receive incentives offered through the Electronic Health Records (EHR) program. **The EHR program is based on individual enrollment; therefore, the application is to be completed with the individual provider's information, not the clinic or group the provider may be associated with.**

### *Questions 18-20 (Legal Name, DBA, TIN/SSN) Must match the IRS records*

The legal name and Tax Identification Number or Social Security Number listed must match the information registered with the Internal Revenue Service (IRS), what is listed on your IRS Employer ID Number (EIN) confirmation letter and the W-9 form. Include with your Enrollment Packet a copy of the Internal Revenue Service (IRS) acceptance letter.

### *Questions 21 and 22 (Secretary of State)*

Questions 21 and 22 are required for in-state providers only. These questions are not applicable for individual providers joining a group practice.

#21: Enter the entity name listed on your business license or registered with the Secretary of State office.

#22: Enter the Secretary of State issued NV Business ID number.

### *Question 31 (Electronic Funds Transfer)*

It is required that all providers must accept Nevada Medicaid and Nevada Check Up payments via Electronic Funds Transfer (EFT). Enter the business or personal bank account number along with the authorized signature. An original voided check or letter from your bank that contains your bank's routing number must accompany the application. Photocopied checks and bank deposit slips are not accepted.

## Section 3: Background, Ownership and Disclosure of Disclosing Entity

Completion of this section is a condition of participation in the Nevada Medicaid program and is mandated by 42CFR §455.100 – 106. [Click here](#) to view the full regulation.

List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

**Direct ownership interest** is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health-related services under the social services program.

**Indirect ownership interest** is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity.

Example: If A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

**Controlling interest** is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

**Other definitions:**

**Agent** means any person who has been delegated the authority to obligate or act on behalf of a provider.

**Disclosing entity** means a Medicaid provider or a fiscal agent.

**Fiscal agent** means a contractor that processes or pays vendor claims on behalf of the Medicaid agency.

**Managing employee** means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization or agency.

**Other disclosing entity** means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVIII or XX of the Act. This includes:

- a) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic or health maintenance organization that participates in Medicare (Title XVIII);
- b) Any Medicare intermediary or carrier; and
- c) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under Title V or Title XX of the Act.

**Ownership interest** means the possession of equity in the capital, the stock, or the profits of the disclosing entity.

**Person with an ownership or control interest** means a person or corporation that:

- a) Has an ownership interest totaling 5 percent or more in a disclosing entity;
- b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity;
- c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity;
- d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity;
- e) Is an officer or director of a disclosing entity that is organized as a corporation; or
- f) Is a partner in a disclosing entity that is organized as a partnership.

**Subcontractor means:**

- a) An individual, agency or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or
- b) An individual, agency or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

**Supplier** means an individual, agency or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds or a pharmaceutical firm).

**Declaration (Signature):** The individual provider must sign the application.

## Provider Initial Enrollment Application (Individuals)

**This Provider Enrollment Application is to be used by individual providers.** All questions must be completed. Attach additional sheets if necessary to answer each question completely and each additional sheet must display the relevant question number from the Application. Changes to enrollment information presented herein (except changes in business ownership) must be updated via form FA-33 **within five business days** of the change. **Business ownership changes** must be reported within five business days by resubmitting a complete, new set of enrollment documents and a copy of the purchase agreement.

Enrollment Type (check one):  Initial  Electronic Health Records (EHR)  
 Ownership change (attach a copy of the purchase agreement)

### Section 1: General Information

1. Provider name: \_\_\_\_\_
2. Provider date of birth: \_\_\_\_\_
3. Social Security Number: \_\_\_\_\_
4. Enrollment effective date: \_\_\_\_\_
5. To become affiliated or remain with an existing Medicaid Provider Group, enter the Group's NPI and the date to begin the affiliation. Otherwise, leave this field blank. **This is required for provider types 14 and 82.**  
 Group NPI: \_\_\_\_\_ Affiliation begin date: \_\_\_\_\_
6. Enter the 2-digit number for the provider type you are enrolling: \_\_\_\_\_  
 See the Provider Enrollment Information Booklet for the list of provider types and corresponding 2-digit numbers.
7. Name your board certified specialties that pertain to the provider type you are enrolling. This is required for provider types 14, 17, 19, 20, 34, 38, 48, 57, 58 and 82. It is recommended for provider types 22, 26, 54 and 76 when applicable. All other provider types may leave this question blank. **For provider types 14, 17 and 82 only, enter one specialty code per Application. A Provider Enrollment Packet must be submitted for each specialty being enrolled. See the Provider Enrollment Information Booklet for the list of specialty codes.**  
 Primary Specialty: \_\_\_\_\_ Specialty Code: \_\_\_\_\_ Board Name: \_\_\_\_\_
8. Enter the following information for the licenses that pertain to the provider type you are enrolling.  
 License Number: \_\_\_\_\_  
 Name of Issuing Licensing Board, State or Entity: \_\_\_\_\_
9. Are you enrolled in Medicare?  Yes  No
10. Enter your Drug Enforcement Agency (DEA) number (*if applicable*): \_\_\_\_\_
11. Enter your CLIA certification number (*if applicable*): \_\_\_\_\_
12. Enter your NCPDP/NABP number (*provider types 28 & 37 only*): \_\_\_\_\_
13. Applicant's National Provider Identifier (NPI) *as issued by NPPES*: \_\_\_\_\_
14. List your taxonomy code (a list of taxonomy codes is online at [www.wpc-edi.com](http://www.wpc-edi.com)): \_\_\_\_\_
15. Do you have hospital privileges?  Yes  No If yes, where: \_\_\_\_\_


### Section 2: Tax and Business Information

16. Check the box that most closely describes the entity you are enrolling:
- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Individual Provider | <input type="checkbox"/> Hospital-Based Physician  | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Non-Profit          | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Corporation         |

17. Are you or will you be providing services in an IHP, RHC or FQHC facility/clinic **and** enrolling exclusively as a qualified eligible professional to receive incentives offered through the Electronic Health Records (EHR) program?  Yes  No

Facility/Clinic Name: \_\_\_\_\_

2-digit facility/clinic provider type: \_\_\_\_\_

 Nevada Medicaid uses information in questions 18-20 to generate the annual 1099 form for tax reporting purposes. Individual providers may provide a Social Security Number if a Federal Tax ID Number is not available.

18. Legal Name as registered with the Internal Revenue Service (IRS): \_\_\_\_\_

19. Doing Business As: \_\_\_\_\_

20. Tax Identifier (either Federal Tax ID Number or Social Security Number): \_\_\_\_\_

21. Nevada Secretary of State Registered Name (in-state providers only): \_\_\_\_\_

22. Nevada Secretary of State Issued Business ID (in-state providers only): \_\_\_\_\_

23. Days and Hours of operation: \_\_\_\_\_

24. Do you currently or will you provide service to recipients in the Fee For Service program, the Managed Care program or both?

Fee For Service Only  Managed Care Only  Both Fee For Service and Managed Care

25. Are you currently accepting new patients?  Yes  No

26. Can you accommodate recipients with special needs?  Yes  No

27. **Service Address:** Enter the physical location of the practice/business/facility where services will be rendered. This must be a street address and NOT a post office box.

Address (Line 1): \_\_\_\_\_

Address (City, State, Zip and COUNTY): \_\_\_\_\_

Office phone: \_\_\_\_\_ Extension: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD phone: \_\_\_\_\_

Contact name: \_\_\_\_\_ Contact phone: \_\_\_\_\_

28. **Mail-To Address:** Nevada Medicaid will mail written correspondence, excluding remittance advices, to this address. If you do not supply a mail-to address, written correspondence will be mailed to the service address.

Address (Line 1): \_\_\_\_\_

Address (City, State, Zip and COUNTY): \_\_\_\_\_

Office phone: \_\_\_\_\_ Extension: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact phone: \_\_\_\_\_

29. **Pay-To address:** Paper checks will be mailed here while Electronic Funds Transfer (EFT) testing is performed.

Address (Line 1): \_\_\_\_\_

Address (City, State, Zip and COUNTY): \_\_\_\_\_

Office Phone: \_\_\_\_\_ Extension: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD phone: \_\_\_\_\_

Contact name: \_\_\_\_\_ Contact phone: \_\_\_\_\_

30. **Remittance Advice Address:** Nevada Medicaid recommends using electronic instead of paper Remittance Advices (RAs) for faster account reconciliation. However, if you wish to receive paper RAs and have them mailed to an address different from the addresses listed above, please complete the fields below.

Address (Line1): \_\_\_\_\_

Address (City, State, Zip and COUNTY): \_\_\_\_\_

Office phone: \_\_\_\_\_ Extension: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Fax: \_\_\_\_\_ TDD phone: \_\_\_\_\_

Contact name: \_\_\_\_\_ Contact phone: \_\_\_\_\_

- 31. All providers must accept Nevada Medicaid and Nevada Check Up payments via Electronic Funds Transfer (EFT). If a provider does not have an active EFT account enrolled with Nevada Medicaid, that provider's Nevada Medicaid enrollment may be terminated.

*Check box if applicable:*  I will be receiving payment through the Group NPI listed in Question 5 that is already enrolled in EFT. (Skip the rest of this question and continue with Question 32.)

**Electronic Funds Transfer (EFT) Authorization:** I hereby authorize Nevada Medicaid (Nevada Medicaid refers to the fiscal agent for Nevada Medicaid) and its subsidiaries to transfer my Nevada Medicaid and Nevada Check Up payments to the personal or business bank account shown below. I also authorize any necessary debit entries to correct payment errors. I understand the payments made through electronic funds transfers will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws. This agreement will remain in effect until I notify Nevada Medicaid or the banking institution otherwise. I understand that Nevada Medicaid and/or my banking institution may also cancel this agreement at any time. All such cancellation notices must be made in writing and acted upon in a reasonable and timely manner.

Business or personal bank account number: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TAPE AN ORIGINAL, VOIDED CHECK HERE**



**OR ATTACH A LETTER FROM YOUR BANK THAT CONTAINS YOUR BANK'S ROUTING NUMBER.**

**PHOTOCOPIED CHECKS AND BANK DEPOSIT SLIPS ARE NOT ACCEPTED.**

**Section 3: Background, Ownership and Disclosure of Disclosing Entity**

*Please attach additional sheets if necessary.*

- 32. Provide the following information for each person having direct or indirect ownership interest or controlling interest in the disclosing entity and for any subcontracting company in which the disclosing entity has direct or indirect ownership interest of 5 percent or more.

Owner 1: \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Percentage of ownership: \_\_\_\_\_

Owner 2: \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Percentage of ownership: \_\_\_\_\_

- 33. Provide the name, address, Social Security Number (SSN), and date of birth of all agents and managing employees.

Name: \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Is the person listed a(n):  Agent  Managing Employee  Both

34. Does anyone listed in questions #32 and/or #33 own 5 percent or more of any other business (health-care related or non health-care related)?  Yes  No

If yes, please provide the following:

How many businesses? \_\_\_\_\_ Name of all businesses: \_\_\_\_\_

Address of all businesses: \_\_\_\_\_

Tax ID of all businesses: \_\_\_\_\_

35. Does any individual and/or corporation have an interest of 5 percent or more in any mortgage, deed of trust, note or other obligation secured by the disclosing entity?

Yes  No If yes, complete the following:

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

Percentage of ownership: \_\_\_\_\_ Date of birth: \_\_\_\_\_

36. Is anyone listed in questions #32 and #33 related (includes spouses, children, siblings)?

Yes  No If yes, please list names and relationship:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

37. Who is authorized to make changes to enrollment and billing information? \_\_\_\_\_

38. Are you or any owner, agent, managing employee, or person with controlling interest currently enrolled, or have ever been enrolled, as a Medicare or Medicaid provider with another state (including Nevada)?

Yes  No If yes, complete the following:

Program(s): \_\_\_\_\_ State(s): \_\_\_\_\_ Date(s): \_\_\_\_\_

39. Do you or any owner, agent, managing employee or person with controlling interest currently have a negative balance or owe money to any state or federal program (including Medicare and Medicaid)?

Yes  No If yes, complete the following for all applicable entities/providers/employees:

Provider/Entity/Employee name: \_\_\_\_\_ Amount Owed: \_\_\_\_\_

To whom is the money owed? \_\_\_\_\_

40. Have you or any owner, agent, managing employee, or person with controlling interest ever been convicted of a misdemeanor, gross misdemeanor or felony, including but not limited to, criminal offenses related to any program under Medicare, Title XVIII, Title XIX or any Medicaid program since the inception of these programs?

Yes  No If yes, provide the following information for each conviction:

Name used when convicted: \_\_\_\_\_ Date of conviction: \_\_\_\_\_

Charges: \_\_\_\_\_ Disposition: \_\_\_\_\_

Conditions of parole/probation: \_\_\_\_\_

41. Have you or any owner, agent, managing employee, or person with controlling interest ever been placed on the Federal Office of Inspector General, Health and Human Service (OIG/HHS) exclusion list or otherwise been suspended, terminated, denied or debarred from participation in any program established under Medicare, Medicaid, Title XVIII, Title XIX or any other Medicaid program since the inception of these programs? This includes termination from the Nevada Medicaid program or any other state Medicaid program.

Yes  No If yes, provide the following information related to the sanction as well as specific details.

Name used when sanctioned: \_\_\_\_\_

Provider ID number(s): \_\_\_\_\_ Group ID number(s): \_\_\_\_\_

Sanction effective date: \_\_\_\_\_ Reinstatement date: \_\_\_\_\_

42. Are you or any owner, agent, managing employee, or person with controlling interest currently under investigation by any law enforcement, regulatory or state agency?  Yes  No  
If yes, please provide details: \_\_\_\_\_
43. Do you or any owner, agent, managing employee, or person with controlling interest have any open or pending court cases?  Yes  No  
If yes, please provide details including court documentation. \_\_\_\_\_
44. Have you or any owner, agent, managing employee, or person with controlling interest ever been denied malpractice insurance?  Yes  No  
If yes, explain: \_\_\_\_\_
45. Have you or any owner, agent, managing employee, or person with controlling interest had any professional, business or accreditation license/certificate denied, suspended, restricted or revoked?  
 Yes  No If yes, complete the following for each instance:  
Denial/Suspension/Restriction/Revocation from and to dates: \_\_\_\_\_  
Explanation: \_\_\_\_\_
46. Have you or any owner, agent, managing employee, or person with controlling interest ever voluntarily surrendered any professional license or certificate?  
 Yes  No If yes, complete the following for each instance:  
Voluntary Surrender from and to dates: \_\_\_\_\_  
Explanation: \_\_\_\_\_
47. Are you or any owner, agent, managing employee, or person with controlling interest a Nevada state employee (past or current)?  Yes  No If yes, complete the following:  
Individual's Name: \_\_\_\_\_ Agency of employment: \_\_\_\_\_  
Title: \_\_\_\_\_ Dates of employment: \_\_\_\_\_  
If a current employee, please provide supervisor's name.  
Supervisor's Name: \_\_\_\_\_

## Declaration

I declare under penalty of perjury under the laws of the State of Nevada that the information in **this document and any attachments are true, accurate and complete** to the best of my knowledge and belief. I declare that I have the authority to legally bind the provider(s) listed on this Application. I understand that Nevada Medicaid will rely on this information in entering into or continuing a Nevada Medicaid Provider Contract and that this form will be incorporated into and become a part of my Nevada Medicaid Provider Contract.

I understand that I am required to **notify Nevada Medicaid within five days** of changes to information on this Application.

I understand that **I am responsible for the presentation of true, accurate and complete information on all invoices/claims** submitted to Nevada Medicaid. I further understand that payment and satisfaction of these claims will be from federal and state funds and that false claims, statements, documents or concealment of material facts may be prosecuted under applicable federal and state laws.

*Use dark blue or black ink only. The provider enrolling must sign below.*

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

Print Name: \_\_\_\_\_



**Enrollment checklists list the documents (e.g., licenses, certifications) that must be submitted with your Provider Enrollment Packet. Checklists for all provider types are at <http://www.medicaid.nv.gov> (select "Provider Enrollment" from the "Providers" menu, then click "[Enrollment Checklists](#)").**





## Application Review

Review your Provider Enrollment Application to ensure all applicable questions are answered.

If you cannot check “Yes” next to each applicable question below, your **Provider Enrollment Application will be returned and your enrollment with Nevada Medicaid will be delayed.**

Does the legal name entered for Question 18 (**page 2**) (Legal name as registered with the Internal Revenue Service) match Line 1 on your W-9? Yes

Did you answer Questions 32 through 47? (**pages 3-5**) Yes

Did you sign the Application? (**page 5**) Yes

Did you provide all of the documentation as outlined on the [Provider Enrollment Checklist](#) for your provider type? Yes

If additional sheets are required, does each additional sheet display the relevant question number from the Application? Please follow the instructions shown on page 1 of the Enrollment Instructions and Application. Reminder: Documents attached per the Provider Enrollment Checklists, such as a license, do not need to be signed. Yes

*You do not need to mail this page with your enrollment documents.*



## NEVADA DIVISION OF HEALTH CARE FINANCING AND POLICY

### **Nevada Medicaid and Nevada Check Up Provider Contract**

This Contract, effective on the date specified on the signature page of this document, between the State of Nevada Division of Health Care Financing and Policy, which includes Nevada Medicaid and Nevada Check Up, (hereinafter called the “Division”) and the undersigned Provider or Provider Group and its members or Practitioner(s) (hereinafter called the “Provider”), is made pursuant to Title XIX and Title XXI of the Social Security Act, Nevada Revised Statutes Chapter 422, and state regulations promulgated thereunder to provide medical, paramedical, home and community based services and/or remedial care and services (hereinafter called “Service(s)”) as defined in the Nevada Medicaid Services Manual to eligible Division Recipients (hereinafter called “Recipient(s)”). On its effective date, this Contract supersedes and replaces any existing contracts between the parties related to the provision of Services to Recipients.

#### **Section 1. Provider Agrees**

- 1.1 To adhere to standards of practice, professional standards and levels of Service as set forth in all applicable local, state and federal laws, statutes, rules and regulations as well as administrative policies and procedures set forth by the Division relating to the Provider’s performance under this Contract and to hold harmless, indemnify and defend the Division from all negligent or intentionally detrimental acts of the Provider, its agents and employees.
- 1.2 To provide Services to Recipients without regard to age, sex, race, color, religion, national origin, disability or type of illness or condition. This includes providing Services in accordance with the terms of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794). To provide Services in accordance with the terms, conditions and requirements of Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. 12101, and regulations adopted hereunder contained in 28 CFR §§ 36.101 through 36.999, inclusive.
- 1.3 To provide Services in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended and the HITECH Act and related regulations at 45 CFR 160, 162 and 164.
- 1.4 To obtain and maintain all licenses, permits, certifications, registrations and authority necessary to do business and provide Services under this Agreement. Where applicable, the Provider shall comply with all laws regarding safety, unemployment insurance and workers compensation. Copies of applicable licensure/certification must be submitted at the time of each license/certification renewal.
- 1.5 To check the List of Excluded Individuals/Entities on the Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically check the OIG website to determine the participation/exclusion status of current employees and contractors.
- 1.6 To comply with protocols set forth in the Nevada Medicaid Services Manual, the Nevada Check Up Manual and the Medicaid Operations Manual, including but not limited to, verifying Recipient

eligibility, obtaining prior authorizations, submitting accurate, complete and timely claims, and conducting business in such a way the Recipient retains freedom of choice of Provider.

- 1.7 To adhere to the provisions in 42 U.S.C. 1396a(a)(68), should the Division notify the provider it has reached the threshold of \$5,000,000 in annual payments from Medicaid; classifying the provider as an “entity”, and making the provider subject to this regulation.
- 1.8 To safeguard all information on applicants and Recipients, in accordance with the requirements set forth in 42 CFR 431 subpart F and NRS 422.2749. To ensure appropriate security, Provider agrees that no processing or storage of Protected Health Information as defined by HIPAA or electronic transactions with the Division will be conducted from outside the geographic limits of the United States.
- 1.9 To exhaust all Administrative remedies, including the QIO-like vendor’s reconsideration and appeal process and the Fair Hearing process described at NRS 422.306, prior to initiating any litigation against the Division.

## **Section 2. Reimbursement**

- 2.1 The Division agrees to provide for payment of Services to the Division-enrolled Provider for all Services properly authorized, timely claimed, and actually and properly rendered by Provider in accordance with federal and state law and the state policies and procedures set forth in the Nevada Medicaid Services Manual, the Nevada Check Up Manual and the Nevada Medicaid Billing Manual and Guides. Other claims are not properly payable Division claims.
- 2.2 The Provider is responsible for the validity and accuracy of claims whether submitted on paper, electronically or through a billing service.
- 2.3 The Provider agrees to pursue the Recipient’s other medical insurance and resources of payment prior to submitting a claim for Services to the Division’s Fiscal Agent. This includes but is not limited to Medicare, private insurance, medical benefits provided by employers and unions, worker compensation and any other third party insurance.
- 2.4 The Provider shall accept payment from the Division as payment in full on behalf of the Recipient, and agrees not to bill, retain or accept payments for any additional amounts except as provided for in item number 2.3 above. The Provider shall immediately repay the Division in full for any claims where the Provider received payment from another party after being paid by the Division.
- 2.5 Upon receipt of notification that the Provider is disqualified through any federal, State and/or Medicaid administrative action, the Provider will not submit claims for payment to the Division for services performed on or after the disqualification date.
- 2.6 The Provider agrees that any overpayment or improper payment may be immediately deducted from future Division payments to any payee with the Provider’s Tax Identification Number at the discretion of the Division.
- 2.7 Continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The Division may terminate this Agreement and the Provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified

therein) if for any reason the Division's funding from State and/or federal sources is not appropriated or is withdrawn, limited or impaired.

### **Section 3. Notices**

All written notices or communication shall be deemed to have been given when delivered in person; or, if sent to address on file by first-class United States mail, proper postage prepaid. Provider shall notify the Division and/or Fiscal Agent within five (5) working days of any of the following:

- 3.1 Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction on a Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to provide Services including indictment, arrest or felony conviction or any criminal charge.
- 3.2 Change in any ownership and control information described in 42 CFR 455 subpart B. Among other information, this will include corporate entity, servicing locations, mailing address or addition to or removal of practitioners or any other information pertinent to the receipt of Division Funds.
- 3.3 When there is a change in ownership, the terms and agreements of the original Contract are assumed by the new owner, and the new owner shall, as a condition of participation, assume liability, jointly and severally with the prior owner for any and all amounts that may be due, or become due to the Medicaid program, and such amounts may be withheld from the payment of claims submitted when determined. Change in ownership requires full disclosure of the terms of the sale agreement, a new enrollment application and a newly signed Medicaid provider contract.

### **Section 4. Records**

- 4.1 The Division is a covered entity as defined by HIPAA. Accordingly, the Division complies with the HIPAA Privacy Regulations promulgated in 45 CFR 160 and 164. In accordance with 45 CFR 164.506, when requested by the Division for treatment, payment or health care operations, Division health care Providers will furnish Protected Health Information about potential or current Division Recipients without requiring the individual's authorization.
- 4.2 For six years from the date of payment, or longer if required by law, Provider shall maintain adequate medical, financial and administrative records as necessary to fully justify and disclose the extent of Services provided to Recipients under this Contract, including the requirements stated in the Nevada Medicaid Services Manual. The Division, its Fiscal Agent, the Medicaid Fraud Control Unit (MFCU), U.S. Department of Health and Human Services' employees, and/or authorized representatives shall be given access to the Provider's business or facility and all related Recipient information and records, including claims records, within 14 days from the date the request was made, except in the case of an audit by the Division, its Fiscal Agent, the MFCU, federal employees, and/or authorized representatives in which case such access shall be given at the time of the audit. If requested by the Division, its Fiscal Agent, or the MFCU, the Provider shall provide copies of such records free of charge. The Provider further agrees to give the Division, the authorized representatives and/or the MFCU, access to private interviews with any and all Recipients upon request. It is the Provider's responsibility to obtain any Recipient consent required in order to provide the Division, its Fiscal Agent, the MFCU, federal employees, and/or authorized representatives with requested information and records or copies of records.

- 4.3 Failure to timely submit or failure to retain adequate documentation for Services billed to the Division may result in recovery of payments for Services not adequately documented, and may result in the termination or suspension of the Provider from participation as a Medicaid Provider.
- 4.4 The Provider agrees to furnish all information as described in 42 CFR Part 455, subpart B, as now in effect or as may be amended, including ownership or control information.
- 4.5 For Facility Providers Only: The Provider agrees to maintain records as are necessary to fully disclose to the Recipient, his/her representative and/or the Division, the management of Recipient trust funds and upon demand transfer to the Recipient, his/her representative and/or the Division the balance of his/her Recipient trust funds held by the Provider. Upon discharge, the Provider agrees to return monies and valuables of the Recipient to him/her or, in the event of the death, to the Recipient's legal representative.

## **Section 5. Miscellaneous**

- 5.1 Both parties mutually agree that the Division Provider Enrollment Application submitted and signed by the Provider is incorporated by reference into this Contract and is a part hereof as though fully set forth herein.
- 5.2 For Provider Groups Only: Group Provider affirms that it has authority to bind all member Providers to this Contract and that it will provide each member Provider with a copy of this Contract. The Provider Group also agrees to provide the Division with names and proof of current licensure for each member Provider as well as the name(s) of the individual(s) with authority to sign billings on behalf of the group. The Provider Group agrees to be jointly responsible with any member Provider for contractual or administrative sanctions or remedies including but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payment received. Any false claims, statements or documents, concealment or omission of any material facts may be prosecuted under applicable federal or state laws.
- 5.3 For Hospital, Nursing Facility, Hospice, Home Health Agency and Personal Care Service Providers Only: Provider shall provide all Recipients with written information regarding their rights to make health care decisions, including the right to accept or refuse treatment and the right to execute advance directives (durable power-of-attorney for health care decisions and declarations).
- 5.4 For Facility Providers Only: Provider shall cooperate in the transfer of Recipients from level to level as prescribed by the attending physician and all pertinent federal and state regulations.
- 5.5 For Providers Not Defined as Covered Entities under HIPAA in 45 CFR 160. Providers who are not required to comply with HIPAA privacy rules must inform the Division in writing and execute a business associate agreement or other appropriate confidentiality agreement concurrent with this Contract to protect and secure the privacy of all Recipients' Protected Health Information in accordance with the HIPAA requirements of 45 CFR 160, 162 and 164.
- 5.6 The Division does not guarantee the Provider will receive any Recipients as clients and the Provider does not obtain any property right or interest in any Division Recipient business by the Contract.
- 5.7 The Division may terminate this Contract with cause at any time with twenty (20) days prior written notice to the Provider.

- 5.8 The Division may terminate this Contract immediately when the Division receives notification that the Provider no longer meets the professional credential/ licensing requirements, or the enrollment screening criteria described at 42 CFR 455 subpart E.
- 5.9 It is further expressly understood and agreed that either party to this Contract, may terminate this Contract without cause at any time by 90 days prior written notice to the other party.

The parties agree that all questions pertaining to validity, interpretation and administration of this Contract shall be determined in accordance with the laws of the State of Nevada, regardless of where any Service is performed. The parties consent to the exclusive jurisdiction of the First Judicial District court, Carson City, Nevada for enforcement of this Contract.

Both parties mutually agree that the Provider is an independent contractor and all of the provisions of NRS 333.700 apply.

To continue as a Nevada Medicaid Provider, a new Enrollment Application and Nevada Provider Contract must be submitted and approved within 36 months for Durable Medical Equipment, Prosthetics, Orthotics and Disposable Medical Supplies (DMEPOS Provider Type 33) and within 60 months for all other Provider Types from the date of DHCFP approval on the signature page of this Contract.

By signature below, Provider attests it is a Covered Entity in compliance with the HIPAA privacy rule at 42 CFR 164, or has complied with section 5.5 above.

All matters stated herein are true and accurate, signed by a natural person who is the Provider or is authorized to act for the Provider, under the pains and penalties of perjury.

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Please Print or Type the following:*

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

Provider National Provider Identifier (NPI): \_\_\_\_\_

Provider Type: \_\_\_\_\_

**Nevada Division of Health Care Financing and Policy**

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