WISCONSIN MEDICAID

PROVIDER AGREEMENT AND ACKNOWLEDGEMENT OF TERMS OF PARTICIPATION

Standard Agreement / Acknowledgement for
Home and Community-Based Waiver Service (Adult Long-Term Care) Providers

By signature of its authorized representative below, the provider identified below agrees to and acknowledges the conditions of participation and terms of reimbursement set forth in this agreement:

Note: The provider's name used below **must** exactly match the name used on **all** other Medicaid documents.

The provider's participation in Wisconsin Medicaid is subject to the following terms and conditions:

1. **FEDERAL COMPLIANCE:** Under 42 C.F.R. § 431.107 of the federal Medicaid regulations, the provider agrees to:
   a. Keep any records necessary to disclose the extent of services provided to waiver participants for a period of **ten (10) years** and to retain the records and documents according to the terms provided by Wis. Admin. Code chs. DHS 101–108, except for the retention period specified in Wis. Admin. Code DHS § 106.02(9)(e)2.
   b. On request, provide to the Wisconsin Department of Health Services (DHS), the Secretary of the U.S. Department of Health and Human Services (HHS), or the State Medicaid Fraud Control unit any information maintained under paragraph a. of this section and any information regarding payments claimed by the provider for furnishing services under Wisconsin Medicaid, including home and community-based waiver services.
   c. If the provider is a hospital, nursing facility, provider of home health care, personal care services, or hospice, comply with the advance directives requirements specified in 42 C.F.R. Part 489, Subpart I and 42 C.F.R. § 417.436(d).
   d. Provide DHS, the managed care organization (MCO), or the IRIS (Include, Respect, I Self-Direct) program with its National Provider Identifier (NPI), if eligible for an NPI.
   e. Include its NPI (if eligible for an NPI) on all claims submitted under Wisconsin Medicaid, including home and community-based waiver services.
   f. Comply with the disclosure requirements in 42 C.F.R. Part 455, Subpart B, which includes all disclosure requirements from 455.100 through 455.106.
      i. For the purposes of this agreement, the 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 provider 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.

f. Is a partner in a disclosing entity that is organized as a partnership.

ii. The provider, any fiscal agent, or affiliated managed care entity shall furnish to DHS:

a. The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include, as applicable, the primary business address, every business location, and any P.O. Box address.

b. Date of birth and Social Security number (SSN) (in the case of an individual).

c. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest.

d. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

e. The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.

f. The name, address, date of birth, and SSN of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

g. A provider must submit, within 35 days of the date on a request by the HHS or DHS, full and complete information about:

1. The ownership of any subcontractor with whom the provider has had any business transactions totaling more than $25,000 during the 12-month period ending on the date of the request.

2. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the five-year period ending on the date of the request.

h. The provider must disclose to DHS the entity of any person who:

1. Has ownership or controlling interest in the provider or is an agent or managing employee of the provider.

2. Has been 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.

iii. Disclosure, as required in this agreement, from any provider or disclosing entity is due at any of the following times:

a. Upon the provider or disclosing entity submitting the provider application.

b. Upon the provider or disclosing entity executing this agreement.

c. Upon request of DHS during the revalidation of enrollment process under 42 C.F.R. § 455.414.

d. Within 35 days after any change in ownership of the disclosing entity.

2. **WISCONSIN MEDICAID:** The provider's participation in Wisconsin Medicaid, including home and community-based waiver services, is subject to the following terms and conditions:

   a. **Laws, rules, regulations, and policies.** The provider agrees to comply with federal and state laws, rules, regulations, and policies relating to providing home and community-based waiver services under Wisconsin's Medicaid program. This includes, but is not limited to, the caregiver background checks, a waiver participant's rights granted under federal and state law, including the right to refuse medication and treatment, and policy communications published by DHS.

   b. **Provider handbooks.** The provider agrees to comply with the applicable terms, conditions, and restrictions that are set forth in the internet-based Family Care, Family Care Partnership, Program of All-Inclusive Care for the Elderly (PACE), or IRIS Online Handbooks, bulletins, Adult Long-Term Care Updates, and other communications regarding changes in state or federal law, policy, reimbursement rates and formulas, departmental interpretation, procedural directives such as billing and prior authorization procedures, and specific reimbursement changes, which are issued by DHS under Wis. Admin. Code § DHS 108.02(2) and (4). The Online Handbook, bulletins, and Adult Long-Term Care Updates are available to the provider through the ForwardHealth Portal at https://www.forwardhealth.wi.gov. The omission of any applicable term, condition, or restriction from this section does not excuse the provider from complying with that term, condition, or restriction.

   c. **Actual knowledge not required.** The provider agrees to comply with all applicable terms, conditions, and restrictions governing the provider's participation in Wisconsin Medicaid, including the home and community-based waiver programs, regardless of whether the provider has actual knowledge of those terms, conditions, and restrictions.

   d. **Claim submission.** The provider agrees to comply with all claim submission requirements as defined by the program that authorized the service, and from which the provider is seeking reimbursement. This includes, but is not limited to: DHS, the MCO, or IRIS fiscal employer agent (FEA), including electronic and web-based submission methodologies that require the input of secure and discrete access codes but not written provider signatures. The provider has the sole responsibility for maintaining the privacy and security of any access code used to submit information to DHS, the MCO, or IRIS FEA. Any person who submits information to DHS, the MCO, or IRIS FEA, using the provider's access code does so on behalf of the provider, regardless of whether the provider gave permission to use the access code, otherwise revealed the access code to the person, or had knowledge that the person knew the access code or used it to submit information to DHS, the MCO, or IRIS FEA.

   e. **Confidentiality.** The provider is subject to applicable federal and state laws regarding confidentiality and disclosure of medical records or other health information, including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for all services, information, transactions (including electronic transactions), privacy, and security regulations.

   f. **Repayment.** The provider is responsible for repayment to DHS, the MCO, or IRIS program of any overpayment based on any information submitted by the provider or by any third party in the provider's name or NPI or using the provider's access code, with or without the provider's knowledge or consent, regardless of the manner in which the information was submitted.

   g. **Sanctions.** The provider is subject to sanctions that may be imposed by DHS under Wis. Stat. § 49.45(2)(a)13 and Wis. Admin. Code § DHS 106.08 based on information submitted by the provider or by any third party in the provider's name or NPI or using the provider's access code, with or without the provider's knowledge or consent, regardless of the manner in which the information was submitted.

3. **WRITTEN POLICIES FOR EMPLOYEES:** An entity that receives or makes payments under a state Medicaid plan or any waiver of such plan totaling at least $5,000,000 annually shall establish written policies for all employees and contractors according to 42 U.S.C. § 1396a(68).

4. **CIVIL RIGHTS COMPLIANCE:** The provider agrees to all of the following:

   a. In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), 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. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, 91, and 92, the provider shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the provider directly or through a sub-contractor or any other entity with which the provider arranges to carry out its programs and activities.

   b. The provider will comply with all assurance, notice, grievance procedures, and other requirements in the aforementioned federal regulations found at 45 C.F.R. Parts 80, 84, 91, and 92.

   c. The provider will ensure meaningful access to individuals with limited English proficiency (LEP) at no cost to the LEP individuals, in compliance with 42 U.S.C. § 2000d, et seq., and 42 U.S.C. § 18116, and 45 C.F.R. Parts 80 and 92.

   d. The provider will ensure that its communications with individuals with disabilities are as effective as its communications with others in its health programs and activities, including its electronic and information technology communications, and it provides appropriate auxiliary aids and services, in compliance with Title II of the Americans with Disabilities Act (42 U.S.C. § 12131 et seq.) and 42 U.S.C. § 18116, and their respective implementing regulations found in 28 C.F.R. Part 35 and 45 C.F.R. Part 92.

   e. The provider agrees to cooperate with DHS, the MCO, or IRIS program, in any complaint investigations, monitoring, or enforcement related to civil rights compliance of the provider or its subcontractors.

5. **TERMS OF REIMBURSEMENT:** Reimbursement of the provider for services and items properly provided under Wisconsin Medicaid, including the home and community-based waiver programs, is governed by this agreement and the terms of reimbursement as are now in effect in the Online Handbooks and Adult Long-Term Care Updates, or as may later be amended. All claims are subject to post-payment audit and recoupment if the claim or the underlying transaction fails to comply with the applicable laws, regulations Online Handbook, Adult Long-Term Care Updates, or program guidance. Terms of reimbursement include, but are not limited to:

   a. The provider agrees to provide only the items or services authorized by the MCO or IRIS program.
   b. The provider agrees to accept the payment issued by the MCO or IRIS FEA as payment in full for provided items or services.
   c. The provider agrees to make no additional claims or charges for provided items or services.

6. **ON-SITE INSPECTIONS:** The provider must permit the Centers for Medicare & Medicaid Services, HHS, DHS, or their agents or designated contractors to conduct unannounced on-site inspections of any and all provider locations per 42 C.F.R. § 455.432.

7. **SUBMISSION OF CLAIMS:** The provider understands and agrees that every time the provider signs and submits a claim, whether done electronically or otherwise, the provider certifies that:

   a. The claim complies with all federal and state Medicaid laws and regulations including, but not limited to, the Online Handbook, all Adult Long-Term Care Updates, and other program guidance.

   b. The claim is truthful, accurate, and complete and contains services and items that have been furnished or caused to be furnished in accordance with applicable federal and state Medicaid laws.

   c. The provider has not offered, paid, or received any illegal remuneration or any other thing of value in return for referring an individual to a person for the furnishing of any service or item, or for arranging

for the furnishing of any service or item for which payment may be made in whole or in part under Medical Assistance in violation of 42 U.S.C. § 1320a-7b, Wis. Stat. § 946.91(3), or any other federal or state anti-kickback statutes.

d. The provider has not engaged in or committed fraud or abuse. "Fraud" includes any act that constitutes fraud under applicable federal or state law.

e. The payment of claims will be from federal and state funds, or both; that compliance with the above requirements is a condition precedent to payment and conditioned upon compliance with all state and federal Medicaid laws, regulations, the Online Handbook, Adult Long-Term Care Updates, and all other program guidance, and therefore, no payment shall be made for services in violation of said requirements; any claim submitted or caused to be submitted or any statement made or used in violation of the above requirements constitutes a false or fraudulent claim for purposes of liability under 31 U.S.C. § 3729 and/or Wis. Stats. §§ 49.485 and 49.49; and that any false claim or statement of concealment of or failure to disclose a material fact may be prosecuted under applicable federal and/or state law.

8. **FALSE CLAIMS:** Any acts or omissions by the provider's staff or any entity acting on the provider's behalf shall be deemed those of the provider, including any acts and/or omissions in violation of federal or state criminal and civil false claims statutes.

9. **EXTRAPOLATION TO DETERMINE OVERPAYMENT:** Extrapolation under Wis. Admin. Code § DHS 105.01(3)(f) may be used as a method to calculate the amount owed by the provider to Wisconsin Medicaid when it has been determined, as a result of an investigation or audit conducted by DHS, the Department of Justice (DOJ) Medicaid fraud control unit, HHS, the Federal Bureau of Investigation, or an authorized agent of any of these entities, based on a sample of claims, that the provider was overpaid.

10. **INACTIVE STATUS:** Failure by the provider to submit claims for payment for more than a 12 consecutive month period may result in the provider being placed on inactive status. A provider is not eligible for reimbursement for services provided while on inactive status. A provider placed on inactive status must reapply to Wisconsin Medicaid to reactivate their status.

11. **LICENSURE:** The provider certifies that the provider and each person employed by it for the purpose of providing services hold all licenses or similar entitlements and meet other requirements specified in federal or state statute, regulation, rule, or program authority for the provision of the service.

12. **VOLUNTARY TERMINATION:** The provider may terminate its certification to participate in Wisconsin Medicaid as provided under Wis. Admin. Code § DHS 106.05.

13. **INVOLUNTARY TERMINATION:** DHS may terminate or suspend the provider's certification under this agreement as provided in Wis. Admin. Code § DHS 106.06.

14. **DURATION:** This agreement will remain in full force and effect as long as the provider is certified to participate in Wisconsin Medicaid under Wis. Admin. Code ch. DHS 105 and/or in the Medicaid home and community-based services waiver programs under the IRIS Waiver or Family Care Waiver.

15. **STATEMENT OF MATERIAL FACT:** The provider acknowledges that any statement made in this agreement or in the provider application process constitutes a statement or representation of a material fact knowingly and willfully made or caused to be made by the provider for a benefit or payment, or for use in determining rights to such benefit or payment. Under Wis. Stat. § 49.49(1d) and (4m), if any such statements or representations are false, the provider may be subjected to criminal or other penalties.

16. **ATTESTATIONS:** The provider acknowledges and attests compliance to all statements below.

    a. Provider has written policies regarding testing for communicable diseases, as well as protocols in place for positive results, for all staff.

    b. Provider has documentation to support all attestations made within this application and agrees to provide DHS such documentation upon request.

c. Provider has written policies and procedures in place to address staff shortages.

d. Provider has a continuity of operations plan, specifically related to emergency or disaster preparedness.

e. If a member or participant experiences a medical emergency while in the presence of the provider, provider will call 911 to access emergency services and wait with the member or participant until the first responders are on-site, have assessed the situation, and have taken the member or participant into their care if needed.

f. Provider has policies and procedures in place for hiring that include review of Wisconsin DOJ results and the Background Information Disclosure (BID) form, F-82064. Provider's policies and procedures include action the provider will take based on results of the background check, in compliance with Wis. Stat. § 50.065(2)(bb), (br), and (2m) and Wis. Admin. Code §§ DHS 12.06 and 12.115.

g. Provider completes Wisconsin DOJ criminal and caregiver background checks at its own expense for all persons who will provide care to members and participants, whether an employee or contractor of an entity or a sole proprietor, prior to the person(s) providing direct services to a member or participant and at a minimum every four (4) years thereafter or any time the organization or agency has a reason to believe a new check should be performed.

h. Pursuant to Wis. Admin. Code chs. DHS 12 and 13, prior to providing services that result in direct contact with members or participants, provider verifies all persons who will provide care to members or participants, whether an employee or contractor of an entity or a sole proprietor do not appear on the list of excluded individuals on the DHS Wisconsin Misconduct Registry. The provider will remove any employee found on the Misconduct Registry from any work related to any state or federal health care program. The Misconduct Registry can be accessed at https://wi.tmuniverse.com/search.

i. Provider understands that the U.S. DOJ may impose civil monetary penalties on anyone who hires an excluded individual or entity. Provider agrees to check the HHS Office of Inspector General (OIG) online List of Excluded Individuals/Entities database (Exclusions Database) for all new hires and at least quarterly for existing employees to ensure that no excluded employees work in any capacity related to any state or federal health care program. The provider will remove any employee found in the OIG Exclusions Database from any work related to any state or federal health care program. OIG maintains an online database at https://exclusions.oig.hhs.gov/.

j. As applicable, provider shall have written policy and train its staff to immediately report all allegations of misconduct, including abuse and neglect of a member or participant or misappropriation of a member's or participant's property.

k. Provider will require, via written policy and procedures, that persons, whether an employee or contractor of an entity or a sole proprietor, report criminal convictions or investigations to their immediate supervisor as soon as possible, but no later than the next working day per Wis. Admin. Code § DHS 12.07(1).

l. In compliance with Wis. Admin. Code DHS § 12.10, provider shall retain in its personnel files the following documents related to all persons providing direct care to members and participants: pertinent Background Information Disclosure (BID) form, F-82064, and search results from the Wisconsin DOJ, DHS, and the Wisconsin Department of Safety and Professional Services, as well as out-of-state records, tribal court proceedings, and military records, in accordance with searches required in Wis. Stat. § 50.065(2) and Wis. Admin. Code § DHS 12.08. Provider shall make these documents available to DHS upon request.

m. Provider ensures staff is able to perform skills as required in their position description prior to initial performance.

n. Provider ensures and documents qualifications of each staff member, including academic preparation and relevant experience, verification of current license, certifications, and/or registrations to practice in

Wisconsin that are applicable to, or required by, the staff member's duties. Upon request, the provider will supply any applicable documentation to DHS.

o. Provider ensures staff working with frail elders or disabled populations have documented experience with the population that the staff will work with or provider has plans to ensure staff is adequately trained.

p. Provider maintains a training plan for each staff member who provides or will provide direct care to members or participants and has a mechanism for ensuring that all necessary training has been completed prior to performing work and that completion of all trainings is documented.

q. Provider will maintain documentation that staff is trained annually on compliance, fraud, waste, and abuse.

r. Provider ensures staff are trained on DHS recording and reporting requirements for documentation, critical incident reporting, and other information and procedures necessary for the staff to ensure the health and safety of members and participants receiving supports. The applicable requirements are documented in the Family Care Contract, Family Care Partnership, and PACE: Managed Care Organization Contracts and the IRIS (Include, Respect, I Self-Direct) Support Services Provider Training Standards, P-03071.

s. Provider ensures staff are trained on the needs of the target group they are serving.

t. Provider ensures staff are trained on the provision of the services being provided.

u. As applicable, provider ensures staff have been trained or will be trained on the needs, strengths, and preferences of the individual(s) being served, prior to providing direct care.

v. Provider ensures all staff are trained on rights and privacy provisions applicable to providers, members, and participants in Wisconsin, including rights and privacy provisions guaranteed under HIPAA, Wis. Stat. ch. 146, and the Family Care Contract, Family Care Partnership, and PACE: Managed Care Organization Contracts and the IRIS (Include, Respect, I Self-Direct) Support Services Provider Training Standards.

w. Provider will refrain from influencing an individual to either not enroll in or to disenroll from another MCO or the IRIS program.

By signature, the provider or authorized representative swears or affirms under penalty of perjury that the information given in this agreement is true and accurate. By signature, the provider certifies that they have read the LTC Waiver Provider Online Handbook and all regulations.

Name – Provider	
NPI	Medicaid-Assigned Provider ID

Address (This is the provider's practice location address.)

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ ZIP+4 Code _____

SIGNATURE – Provider or Authorized Representative	Date Signed

Title

FOR DMS USE ONLY (Do not write below this line.)	
SIGNATURE	Date

Note*:* All eight pages of this agreement must be returned together.