

Brent D. Sherard, M.D., M.P.H., Director and State Health Officer

Governor Dave Freudenthal

Dear Provider,

Attached is the revised EqualityCare Provider Agreement for your review and signature. All signatures must be original and signed in ink. Agreements with signatures deemed not original will not be processed. Stamped, faxed or copied signatures are not original and will not be accepted.

The following is a summary of the significant changes to the Provider Agreement:

- “Office of Medicaid” and “Medicaid” was changed to “EqualityCare”. EqualityCare is the name chosen for the Medicaid Program.
- Provider Agreement was shortened to Agreement in the text.
- Section 3, Term of Provider Agreement and Required Approvals., was reworded.
- Section 5.A., section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery), was added.
- Section 7.G., Entirety of Provider Agreement, was reworded.
- Section 7.N., Suspension and Debarment, or Exclusion, was added.
- Section 7.O., Taxes, was relabeled from section 7.N. and 7.P., Termination of Provider Agreement., was relabeled from 7.O., etc.
- Section 7.P., Termination of Provider Agreement, was reworded.

All four pages of the agreement must be returned to ACS. Providers who do not return a signed agreement by August 31, 2007 will be voluntarily terminated until the agreement is received.

When completing the agreement, be sure to write your EqualityCare provider number in the top right corner of each page. Failure to include your provider number on each page will slow processing.

Thank you for your immediate attention to this letter.

Sincerely,

EqualityCare



EqualityCare Provider Participation Agreement (All EqualityCare Provider applicants must complete)

Provider Agreement

STATE OF WYOMING
DEPARTMENT OF HEALTH, EQUALITYCARE
(WYOMING MEDICAID)

Revised 01/2007



1. **Parties.** The parties to this Provider Agreement [Agreement] are the [Provider], whose name and address are delineated on page four (4) of this Agreement, and the Wyoming Department of Health, EqualityCare (Wyoming Medicaid), [EqualityCare] whose address is 6101 Yellowstone Road, Suite 210, Cheyenne, WY 82002.
2. **Purpose of Provider Agreement.** The purpose of this Agreement is to ensure that the Provider who furnishes services to clients of EqualityCare and EqualityCare related programs bills and receives payment for such services in accordance with applicable law.
3. **Term of Provider Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and shall remain in effect until such time as the Agreement is terminated by a party to the Agreement. Termination of this Agreement shall be pursuant to Section 7. P. of this Agreement.
4. **Payment.** EqualityCare agrees to pay the Provider for services provided to EqualityCare clients in accordance with Wyoming Medicaid Rules and applicable federal and state statutes and regulations. No payment shall be made before the last required signature is affixed to this Agreement.
5. **Responsibilities of the Provider.** The Provider shall:
 - A. Comply with applicable state and federal law, including: the Social Security Act (42 USC 1936 et seq.); the Wyoming Medical Assistance and Service Act (Wyo. Stat. § 42-4-101 et seq.); the regulations of the Centers for Medicare & Medicaid Services (CMS); the United States Department of Health and Human Services (HHS) (42 CFR Subchapter C); section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery); and the Wyoming Department of Health (WDH) Wyoming Medicaid Rules and policies.
 - B. Comply with applicable licensing and certification standards as contained in Wyoming statutes, regulations and rules or applicable licensing and certification in the state where a service is provided.
 - C. Ensure that the charges for services or items provided to EqualityCare clients shall not exceed the charges for comparable services or items provided to persons not eligible for EqualityCare.
 - D. Not submit claims for payment prior to provision of services.
 - E. Bill all third party payers as defined in Wyoming Medicaid Rules and policies before submitting claims to EqualityCare or its fiscal agent.
 - F. Accept as payment in full the amounts paid in accordance with Wyoming statutes and Wyoming Medicaid Rules and policies, and the Provider shall not seek additional payment from any source prohibited by law, including the client or any member of his or her family.
 - G. Not require prepayment by clients who present proper proof of EqualityCare eligibility, with the exception of services requiring co-payment as defined in Wyoming Medicaid Rule or policy. This provision shall not apply to any service or item not covered by EqualityCare, if the client agrees in writing in advance to pay for such service or item.
 - H. File all claims in accordance with applicable federal and state laws and regulations and in accordance with the Wyoming Medicaid Rules, policies and procedures.
 - I. Cooperate with EqualityCare to recover any payment made under this Agreement which is later determined by EqualityCare to have been in excess of that permitted by federal or state laws, regardless of whether the Provider or EqualityCare caused the excess payment. The Provider further agrees to notify EqualityCare in writing within 30 days after learning of any excess payment.
 - J. Retain all records necessary to fully disclose the extent of services or items provided to clients and all records necessary to document the claims submitted for EqualityCare reimbursement for such services or items. All such medical and financial records shall be retained by the Provider for 6 years beyond the end of the fiscal year in which payment for

services was rendered, except that if any litigation, claim, audit or other action involving the records initiated before the expiration of the 6th year, the records shall be retained until the completion of the action.

Upon request, the Provider shall make on-site access to and/or copies of EqualityCare client records and information available to EqualityCare or its authorized representatives, including HHS, the Comptroller General of the United States, the Attorney General of the State of Wyoming, the Wyoming Medicaid Fraud Control Unit (MFCU), or any of their duly authorized representatives.

- K. Safeguard the use and disclosure of information concerning applications for or clients of EqualityCare services in accordance with applicable federal and state statutes and regulations.
 - L. Submit, within thirty-five (35) days after the date of request by EqualityCare, MFCU, and/or HHS, full and complete information as to ownership, business transactions and criminal activity in accordance with 42 CFR 455 Subpart B.
 - M. Provide EqualityCare with advance notice in accordance with Wyoming Medicaid Rule, of any change or proposed change in: name; ownership; licensure; certification, or registration status; type of service or area of specialty; additions, deletions or replacement in group membership; mailing addresses; and participation in EqualityCare. A change in the Provider's ownership or organization shall not relieve the Provider of its obligations under this Agreement, and all terms and conditions of this Agreement shall apply to the new ownership or organization.
 - N. 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 in 42 CFR 417.436(d).
6. **Special Provisions.** The Provider explicitly understands that:
- A. EqualityCare reimbursement is from state and federal funds and that any falsification of claims, statements or documents, or any concealment of material fact is a violation of state and federal laws, and any person who falsifies or conceals a material fact may be subject to criminal prosecution.
 - B. The Provider is responsible for all EqualityCare claims submitted to EqualityCare seeking reimbursement for services provided to a client, regardless of whether the claim is submitted by the provider's employee, sub-contractor, vendor or business agent.
 - C. The Provider's participation in EqualityCare may be sanctioned or terminated pursuant to the Wyoming Medicaid Rules, and the exclusive remedy for any dispute arising between Provider and EqualityCare shall be pursuant to Wyoming Medicaid Rules.
7. **General Provisions.**
- A. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and venue shall be the First Judicial District, Laramie County, Wyoming.
 - B. **Assignment/Provider Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in the agreement without the prior written consent of the other party. The Provider shall not use this Agreement, or any portion thereof, for collateral for any financial obligation.
 - C. **Assumption of Risk.** The Provider shall be responsible for any EqualityCare claim submitted by the Provider and denied because of the Provider's failure to comply with State or Federal requirements. EqualityCare shall notify the Provider of any State or Federal determination of noncompliance.
 - D. **Audit/Access to Records.** EqualityCare, the MFCU, HHS, and any of their representatives shall have access to any books, documents, papers, and records of the Provider which are pertinent to this Agreement. The Provider shall, immediately upon receiving written instruction from EqualityCare, provide to independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Provider which are pertinent to this Agreement. The Provider shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by EqualityCare, the MFCU, or HHS.
 - E. **Availability of Funds.** Each payment obligation of EqualityCare is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the

continuance of the services performed by the Provider, the Agreement may be terminated by EqualityCare at the end of the period for which the funds are available, or EqualityCare may suspend payments to the Provider. EqualityCare shall notify the Provider at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least 60 days in advance. No penalty shall accrue to EqualityCare in the event this provision is exercised, and EqualityCare shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. **Compliance with Laws.** The Provider shall keep informed of and comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement.
- G. **Entirety of Provider Agreement.** This Agreement consisting of four (4) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral between the parties.
- H. **Indemnification.** Provider agrees to defend and hold harmless EqualityCare, the Department of Health and the State of Wyoming from any and all claims, lawsuits, losses and liability arising out of the Provider's failure to perform any of the Provider's duties and obligations hereunder or in connection with the negligent performance of the Provider's duties or obligations including but not limited to any claims, lawsuits, losses or liability arising out of malpractice on the part of the Provider.
- I. **Independent Contractor.** The Provider shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. The Provider shall assume sole responsibility for any debts or liabilities that may be incurred by the Provider in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all Federal, State and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Provider or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or EqualityCare, or to incur any obligation of any kind on the behalf of the State of Wyoming or EqualityCare. The Provider agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming Employees will inure to the benefit of the Provider or the Provider's agents and/or employees as a result of this Agreement.
- J. **Kickbacks.**
- i. The Provider certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the signing of this Agreement.
 - ii. No staff member of the Provider shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
- K. **Nondiscrimination and Americans with Disabilities Act.** The Provider shall not discriminate against any individual on the grounds of sex, race, color, religion, national origin, age or disability in connection with the Provider's performance under this Agreement. The Provider shall comply with the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (ADA), 42 USC § 12101 et seq.
- L. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, or delivery in person or as specified in applicable rule.
- M. **Sovereign Immunity.** The State of Wyoming and EqualityCare do not waive sovereign immunity entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.
- N. **Suspension and Debarment, or Exclusion.** By signing this Agreement, the Provider certifies that he/she is not suspended, debarred, or voluntarily or otherwise excluded from Federal financial or non-financial assistance. Further, the Provider agrees to notify EqualityCare by certified mail should the Provider or any of its employees, agents or contractors become debarred, suspended, or voluntarily or otherwise excluded during the term of this Agreement.
- O. **Taxes.** The Provider shall pay all taxes and other such amounts required by Federal, State and local law, including but not limited to, federal and social security taxes, workers' compensations, unemployment insurance and sales taxes.

- P. **Termination of Provider Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if the Provider fails to perform in accordance with, or comply with, the terms of this Agreement.
- Q. **Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

8. **Signatures.** In witness thereof, the parties to this Agreement either personally or through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of all four pages of this Agreement and that the information furnished is true, accurate, and complete. *Any alterations made to this document, or any additions or changes, handwritten or typed, to the text of this document shall void the document.*

Name of Provider

Street	City	State	Zip Code
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Authorized Signature and Title	Date
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Department of Health, Office of HealthCare Financing



Greg Gruman, Ph.D., Wyoming State Medicaid Agent

01-01-2007

Date

Attorney General's Office Approval as to Form



Jennifer Stone, Senior Assistant Attorney General

01-01-2007

Date

Return to:
ACS Provider Relations
Attn: NPI Unit
P.O. Box 667
Cheyenne, WY 82003-0667