



PROVIDER ENROLLMENT AGREEMENT

This Enrollment Agreement sets forth the conditions for being enrolled as a Provider with the Department and to receive a Provider Number in order to submit claims for medical care, services, equipment and/or supplies furnished by Provider to persons eligible for medical assistance in Oregon ("Recipients"). Payments for medical assistance are made using Medicaid, State Children's Health Insurance Program, or funds from other federally funded programs.

(Provider Name and Location for this Enrollment)

(Date)

As a condition for participation as a Provider with the Department for medical assistance, Provider agrees as follows:

1. Eligibility and Continued Participation

That the information submitted in the Enrollment Request form, Enrollment Attachment (if applicable), Disclosure Statement, and supporting documentation is true and accurate. Provider further understands and agrees that:

- a. Information disclosed by Provider may be subject to verification. This information will be used for purposes related to the administration of the Medical Assistance Program;
- b. Provider will notify DHS of any changes to the information contained in the Enrollment Request form, Enrollment Attachment (if applicable), and Disclosure Statement, within 30 days of the date of the change; and
- c. Any deliberate omission, misrepresentation or falsification of any information contained in the Enrollment Request form, Enrollment Attachment (if applicable), and Disclosure Statement, or contained in any communication supplying information to DHS may be punished by law, including but not limited to revocation of the DHS provider number and recovery of payments made.

2. Services

To provide covered medical care, services, equipment or supplies to Recipients in accordance with all applicable provisions of statutes, rules and federal regulations governing the reimbursement of services or items under medical assistance programs in Oregon, including DHS Rules, as those laws, rules and instructions may be adopted or amended from time to time. "DHS Rules" means the Provider Enrollment and Claiming Rules (OAR 407 Division 120) and DHS provider rules(s) applicable to the Provider's service category and DHS program that are in effect on the date of service.

To perform all services which are paid for by DHS under this Enrollment Agreement as an

independent contractor. Provider is not an "officer", "employee" or "agent" of DHS, as those terms are used in ORS 30.265.

3. Accurate billing

To certify by signature of the Provider or designee, including electronic signatures on a claim form or transmittal document, that the care, service, equipment or supply claimed were actually provided and medically appropriate, were documented at the time they were provided, and were provided in accordance with professionally recognized standards of health care, applicable DHS Rules and this agreement. The Provider is solely responsible for the accuracy of claims submitted, and the use of a billing entity does not change the Provider's responsibility for the claims submitted on Provider's behalf. Any overpayment made to Provider by DHS may be recouped by DHS including withholding of future payments or other process as authorized by law.

4. Payment

To accept the Department's payment for any care, service, equipment or supply as payment in full, and agrees not to make any additional charge to a Recipient except that specifically allowed by DHS Rules. Payment amount and methodology for making a payment is determined using the procedures described in applicable DHS Rules. By accepting payment, Provider certifies compliance with all applicable DHS Rules.

Provider understands that DHS has sufficient funds currently available and authorized to make payments under this Enrollment Agreement within DHS' biennial budget. Provider further understands that payment for services performed after this biennium is contingent on DHS receiving from the Oregon Legislative Assembly appropriations or other expenditure authority sufficient to allow DHS, in its reasonable administrative discretion, to continue to make payments.

5. Compliance with applicable laws

To comply with federal, state and local laws and regulations applicable to the care, services, equipment or supply and this agreement, including but not limited to OAR 407-120-0325. Failure to comply with the terms of this Enrollment Agreement or the DHS Rules may result in termination, sanctions, or payment recovery, subject to Provider appeal rights, pursuant to DHS Rules.

6. Recordkeeping and Access to Records

To keep such records as are necessary to fully disclose the specific care, services, equipment or supply provided to Recipients for which reimbursement is claimed, at the time it is provided, in compliance with the applicable DHS Rules in effect on the date of service. Provider is responsible for the completion and accuracy of financial and clinical records and all other documentation regarding the specific care, services, equipment or supply for which payment has been requested.

To provide upon reasonable request by the Department, the Oregon Medicaid Fraud Unit, the Oregon Secretary of State's Office and the federal government, or their duly authorized representatives, immediate access to review and copy any and all records relied on by Provider in support of care, services, equipment or supply billed to the Oregon medical assistance program. The term "immediate access" means access to records at the time the written request is presented to the Provider.

7. Confidentiality

To protect the confidentiality of identifying information that is collected, used or maintained about a Recipient. Confidential information shall only be released with appropriate written authorization of the Recipient or their authorized representative, or for purposes directly connected with the administration of the DHS program in accordance with applicable federal and state law. To the extent Provider is a covered entity, Provider specifically agrees that it is required to comply with the Health Insurance Portability and Accountability Act (HIPAA), sections 262 and 264 of Public Law 104-191, 42 USC 1320d and federal regulations at 45 CFR Parts 160, 162 and 164, all as amended from time to time, in effect on the date of service.

8. Security

To take reasonable precautions to assure the security of confidential information, Provider Number, all passwords, personal identification numbers (PIN) or other security access codes and the use of all transmission processes such as the web portal or other access portal solely for purposes of the DHS Provider Enrollment Agreement, consistent with DHS Rules and applicable law.

Duration and Termination of Agreement

This agreement shall remain in effect until terminated in writing in accordance with DHS Rules. Provider or DHS may terminate this Enrollment Agreement by written notice to the other by certified mail, return receipt requested, subject to any specific provider termination requirements in DHS Rules.

PROVIDER: I have read the foregoing agreement, understand it and agree to abide by its terms and conditions. I further understand and agree that violation of any of the terms and conditions of this agreement constitute sufficient grounds for termination of this agreement and may be grounds for other action as provided by rule, regulation or statute.

Signature of Provider or Authorized Business Representative

Date

Title of Business Representative