



DIVISION OF DISABILITY AND REHABILITATIVE SERVICES SERVICE PROVIDER AGREEMENT

State Form 55006 (6-12)

FAMILY AND SOCIAL SERVICES ADMINISTRATION / DIVISION OF DISABILITY AND REHABILITATIVE SERVICES (DDRS)
BUREAU OF DEVELOPMENTAL DISABILITIES SERVICES (BDDS)

The provider agrees to provide Services to recipients of DDRS only under the following criteria:

1. The provider had been approved by DDRS to provide the type of Services;
2. The provider has received authorization from DDRS to provide the specific Services;
3. Services will be performed in compliance with the provisions of this Agreement and any applicable Addenda.

Legal name of provider		
Doing business as <i>(If the DBA name is different from the provider name, provide documentation.)</i>		
Home office address <i>(number and street, city, state, and ZIP code)</i>		
Mailing address <i>(number and street, city, state, and ZIP code)</i>		
Pay To address <i>(number and street, city, state, and ZIP code)</i>		
Service location(s) <i>(if different from above)</i>		
Telephone number ()	E-mail address	Social Security number or Federal identification number <i>(not both)</i>
Type of business <i>(check one)</i> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Not-for Profit		
List current Medicaid provider number, if any	List current Medicaid Waiver provider number, if known	
List current Medicare provider number, if any, and specify type (i.e. home health agency, AAA, etc.)		

Signature of authorized representative		Date <i>(month, day, year)</i>
Typed or printed name of authorized representative		Title of authorized representative

SERVICE PROVIDER AGREEMENT (continued)

Part of State Form 55006 (6-12)

By execution of this Agreement, the undersigned entity ("Provider") requests enrollment as a provider of services or supplies to recipients of DDRS, and as a condition of enrollment, Provider agrees:

1. To comply, on a continuing basis, with all enrollment requirements established under rules adopted by the State of Indiana Family and Social Services Administration (FSSA).
2. To comply with all federal and state statutes and regulations pertaining to the Medicaid Program including the Medicaid Waiver Program, as they may be amended from time to time.
3. To comply with all DDRS policies available online at <http://www.in.gov/fssa/ddrs/3340.htm>.
4. To meet, on a continuing basis, the state and federal licensure, certification or other regulatory requirements for Provider's specialty including all provisions of the State of Indiana Medical Assistance law, State of Indiana's Medicaid Waiver program, or any rule or regulation promulgated pursuant thereto.
5. To notify FSSA or its agent within ten (10) calendar days of any change in the status of Provider's license, certification or permit to provide its services to the public in the State of Indiana.
6. To provide Medicaid and/or Medicaid Waiver-covered services and/or supplies for which federal financial participation is available for Medicaid Waiver recipients pursuant to all applicable federal and state statutes and regulations.
7. To strictly observe the Health Insurance Portability and Accountability Act (HIPAA).
8. To release information about Medicaid recipients only to the FSSA, its agent, or a Medicaid Waiver recipient's case manager, and only when in connection with:
 - a. Providing services for recipients; and
 - b. Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the provision of Medicaid covered services.
9. To timely respond to request for data for the Day and Employment Services Outcome System from the Indiana Institute on Disability and Community of Indiana University ("Institute"), by May 31 of each year or as directed by the Institute, as well as all other data collection efforts by the State or its assigned parties.
10. To recognize that the eligibility of recipients shall be determined solely by Bureau of Developmental Disabilities service coordinators or Vocational Rehabilitation Services Counselors. The Provider shall not provide any service(s) to an individual pursuant to this Agreement unless Bureau of Developmental Disabilities service coordinators or Vocational Rehabilitation Services counselors have determined that the individual is eligible for such services.
11. To submit any and all accreditation survey reports for those services requiring accreditation to BDDS Provider Relations.
 - a. As applicable, a Provider must provide BDDS Provider Relations with the following:
 - i. Intent to survey or the application for accreditation
 - ii. Proof of accreditation decision
 - iii. Survey findings, including any Quality Improvement Programs, or any other quality improvement actions, corrective action plans, etc.
 - iv. Copy of the Annual Conformance to Quality Report, or similar report.
 - b. Should the Provider's certification be terminated, Provider shall notify the Bureau of Developmental Disabilities Services immediately.
12. To submit claims for services rendered by the provider or employees of the provider and not to submit claims for services rendered by contractors unless the provider is a healthcare facility (e.g. hospital, ICF-MR, nursing home) or a government agency with a contract that meets the requirements described in paragraph 8 of this agreement. Healthcare facilities and government agencies may, under circumstances permitted in federal law, subcontract with other entities or individuals to provide Medicaid-covered services pursuant to this agreement.
13. To maintain a written contract with all subcontractors. Regardless of subcontracts, the Provider shall remain responsible for the proper performance of all activities under this Agreement.
14. To comply, if a hospital, nursing facility, provider of home health care and personal care services hospice or HMO, with advance directives requirements as required by 42 Code of Federal Regulations, part 489, subpart I, and 417.436.
15. To abide by the Indiana Health Coverage Programs Provider Manual, as amended from time to time, the Medicaid Waiver Programs Provider Manual, as amended from time to time, as well as all provider notices and updates. Any amendments to the Indiana Health Coverage Programs Provider Manual, the Medicaid Waiver Program, as well as provider notices and updates communicated to Provider shall be binding as of adoption by FSSA.
16. To submit timely billing on Medicaid approved claim forms, as outlined in the Medicaid Programs Provider Manual, in an amount specified in the written contract.
17. To be individually responsible and accountable for the completion, accuracy, and validity of all claims filed under the provider number issued, including claims filed by the Provider, the Provider's employees, or the Provider's agents. Provider understands that the submission of false claims, statements, and documents or the concealment of material fact will be prosecuted under the applicable Federal and/or State law.
18. To submit claim(s) for Medicaid reimbursement only after first exhausting all other sources of reimbursement as required by the Indiana Health Coverage Programs Provider Manual, bulletins, and banner pages.
19. To submit claim(s) for Medicaid reimbursement utilizing the appropriate claims forms and codes as specified in the Medicaid Programs Provider Manual, bulletins, and notices.
20. To submit claims that can be documented by Provider as being strictly for:
 - a. those services and/or supplies specified in the Notice of Action;
 - b. those services and/or supplies actually provided to the recipient in whose name the claim is being made; and
 - c. any other compensation that the Provider is legally entitled to receive.

21. To accept as payment in full the amounts determined by FSSA or its fiscal agent in accordance with federal and state statutes and regulations as the appropriate payment for Medicaid covered services provided to Medicaid Waiver recipients. Provider agrees not to bill recipients or any member of a recipient's family, for any additional charge for Medicaid and/or Medicaid waiver covered services, excluding any co-payment permitted by law.
22. To refund within fifteen (15) days of receipt, to FSSA or its fiscal agent any duplicate or erroneous payment received.
23. To make repayments to FSSA or its fiscal agent, or arrange to have future payments from the Medicaid or Medicaid Waiver programs withheld, within sixty (60) days of receipt of notice from FSSA or its fiscal agent that an investigation or audit has determined that an overpayment to Provider has been made, unless an appeal of the determination is pending.
24. To pay interest on overpayments in accordance with IC 12-15-13-3, IC 12-15-21-3, IC 12-15-23-3.
25. To make full reimbursement to FSSA or its fiscal agent of any federal disallowance incurred by FSSA when such disallowance relates to payments previously made to Provider under the Medicaid Program.
26. To fully cooperate with federal and state officials and their agents as their agents as they conduct periodic inspections, reviews and audits, including those conducted or authorized by BQIS.
27. To make available upon demand by federal and state officials and their agents all records and information necessary to assure the appropriateness of Medicaid or Medicaid waiver payments made to Provider, to assure the proper administration of the Medicaid and Medicaid Waiver programs and to assure Provider's compliance with all applicable statutes and regulations. Such records and information are specified in the "Provider Requirements" Section of the Waiver Provider Manual and shall include, without being limited to, the following:
 - a. Medical records as specified by Section 1902(a)(27) of Title XIX of the Social Security Act and any amendments thereto;
 - b. records of all treatments, drugs, services and/or supplies for which vendor payments have been made, or are to be made under the Title XIX Program, including the authority for and the date of administration of such treatment, drug, services and/or supplies;
 - c. any records determined by FSSA or its representative to be necessary to fully disclose and document the extent of services provided to individuals receiving assistance under the provisions of the Indiana Medicaid program;
 - d. documentation in each recipient's record that will enable the FSSA or its agent to verify that each charge is due and proper;
 - e. financial records maintained in the standard, specified form;
 - f. all other records as may be found necessary by the FSSA or its agent in determining compliance with any Federal or State law, rule, or regulation promulgated by the United States Department of Health and Human Services or by the FSSA.
28. To cease any conduct that FSSA determines to be detrimental to the Medicaid or Medicaid Waiver programs.
29. To promptly correct deficiencies in Provider's operations upon request of FSSA or its fiscal agent.
30. To file all appeal requests within the time limits listed below. Appeal requests must state facts demonstrating that:
 - a. The petitioner is a person to whom the order is specifically directed;
 - b. The petitioner is aggrieved or adversely affected by the order; and
 - c. The petitioner is entitled to review under the law.
31. Provider must file a statement of issues within the time limits below, setting out in detail:
 - a. The specific findings, actions, or determinations of FSSA from which Provider is appealing;
 - b. With respect to each finding, action or determination, all statutes or rules supporting Provider's contentions of error.
32. Time limits for filing an appeal and the statement of the issues are as follows:
 - a. The provider must file an appeal of determination that an overpayment has occurred and the statement of issues within sixty (60) days of receipt of FSSA's determination.
 - b. All appeals of actions not described in (a) must be filed within fifteen (15) days of receipt of FSSA's determination. The statement of issues must be filed within forty-five (45) days of receipt of FSSA's determination.
33. To cooperate with FSSA or its agent in the application of utilization controls as provided in federal and state statutes and regulations as they may be amended from time to time.
34. To comply with civil rights requirements as mandated by federal and state statutes and regulations by ensuring that no person shall on the basis of race, color, national origin, ancestry, disability, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the provision of a Medicaid service.
35. To comply with *42 Code of Federal Regulations, part 455, subpart B* pertaining to the disclosure of information concerning the ownership and control of the provider, certain business transactions, and information concerning persons convicted of crimes. Said compliance will include, but is not limited to, giving written notice to FSSA/DDRS and its fiscal agent, at least sixty (60) days before making a change in any of the following: Name (legal name, DBA name, or name as registered with the Secretary of State), address (service location, "pay to," "mail to," or home office), federal tax identification number(s), or change in the provider's direct or indirect ownership interest or controlling interest. Pursuant to 42 Code of Federal Regulations, part 455.104(c), FSSA must terminate an existing provider agreement if a provider fails to disclose ownership or control information as required by federal law.
36. To furnish to FSSA or its agent, as a prerequisite to the effectiveness of this Agreement, the information and document set out in this Agreement and to update this information as it may be necessary.
37. That subject to item 36, this Agreement shall be effective as the date set out in the provider enrollment notification letter.
38. If the provider provides direct care services, to provide waiver services solely as authorized in the recipient's Plan of Care / Cost Comparison Budget prepared by the recipient's case manager and as the services are defined in the Medicaid Waiver Provider Manual and the appropriate waiver.
39. To provide at least sixty (60) days written notice to the recipient and/or recipient's legal representative, the recipient's case manager, if applicable and the BDDS Service Coordinator before terminating services to a recipient.
 - a. If the provider is providing direct services, prior to terminating services, the Provider shall participate in an Individualized Support Team meeting to coordinate the transfer of services to a new provider.

- b. The Provider agrees to continue serving the recipient until a new provider providing similar services is in place, unless written permission has been received from the State's Medicaid Waiver Specialist authorizing the provider to cease providing services before a new provider begins providing services.
- 40. To provide at least sixty (60) days notice to DDRS when an individual is transitioning from one (1) service provider to an alternate service provider. This includes any change in provider for any reason.
- 41. To provide at least sixty (60) days notice to BDDS Provider Relations before DDRS will approve any sale, including the sale of assets, where an individual's services or service provider may be affected.
- 42. To report any incidents (including suspected abuse, neglect or exploitation) as outlined in the DDRS Incident Reporting and Management Policy.
- 43. That this Agreement may be terminated as follows:
 - a. By FSSA or its fiscal agent immediately for Provider's breach of any provision of this Agreement;
 - b. By FSSA or its fiscal agent, or by Provider, without cause upon sixty (60) days written notice.
- 44. That this Agreement, upon execution, supersedes and replaces any provider agreement previously executed by the Provider.

THE UNDERSIGNED, BEING THE PROVIDER OR HAVING THE SPECIFIC AUTHORITY TO BIND THE PROVIDER TO THE TERMS OF THIS AGREEMENT, AND HAVING READ THIS AGREEMENT AND UNDERSTANDING IT IN ITS ENTIRETY, DOES HEREBY AGREE, ON BEHALF OF THE PROVIDER AS A BUSINESS ENTITY, TO ABIDE BY AND COMPLY WITH ALL THE STIPULATIONS, CONDITIONS AND TERMS SET FORTH HEREIN. ALL PREVIOUS PROVIDER AGREEMENTS ARE HEREBY RENDERED NULL AND VOID.

THE UNDERSIGNED ACKNOWLEDGES THAT THE COMMISSION OF ANY MEDICAID RELATED OFFENSE AS SET OUT IN 42 USC 1320a-7b MAY BE PUNISHABLE BY A FINE OF UP TO \$25,000 OR IMPRISONMENT OF NOT MORE THAN FIVE (5) YEARS OR BOTH.

PROVIDER-AUTHORIZED SIGNATURE		
<i>The owner or an authorized officer of the business entity must complete this section. Failure to complete this section will result in an automatic denial of agreement.</i>		
I certify, under penalty of law that the information state in this DDRS Service Provider Agreement is correct and complete to the best of my knowledge. I am aware that, should an investigation at any time indicate that the information has been falsified; I may be considered for suspension from the program and/or prosecution for Medicaid Fraud. I hereby authorize the Indiana Family and Social Services Administration to make any necessary verifications of the information provided herein, and further authorize and request each education institution, medical/license board or organization to provide all information that may be required in connection with my application for participation in the Indiana Medicaid Waiver Program. All providers are required to adhere to the Indiana Administrative Code 460 IAC 6 in addition to all policies and procedures released by FSSA, DDRS and BDDS.		
Doing Business As (DBA) name of provider	Tax identification number	
Signature of officer	Date (month, day, year)	
Printed name of officer	Title	Telephone number ()
Signature of Director of Division of Disability and Rehabilitative Services		Date (month, day, year)