



# Minnesota Health Care Programs (MHCP) Provider Agreement

As a participating provider (Provider) in Minnesota Health Care Programs (MHCP) administered by the Minnesota Department of Human Services (DHS), the Provider agrees to:

1. Furnish DHS, the Secretary of the U.S. Department of Health and Human Services (DHHS), or the Minnesota Medicaid Fraud Control Unit (MFCU) with such information as it may request regarding payments claimed for services provided under these programs.
2. Comply with all federal and state statutes and rules relating to the delivery of services to individuals and to the submission of claims for such services.
3. Provide to DHS its National Provider Identifier (NPI) and include its NPI on all claims, if Provider is eligible for an NPI.
4. Comply with all provisions of Minnesota Statutes 62L.536, which requires electronic transmission of claims, eligibility and other transactions, using DHS' secure, HIPAA-compliant, automated transaction tool MN-ITS.
5. Accept as payment in full, amounts paid in accordance with schedules established by DHS, except where payment by the recipient has been authorized by DHS.
6. Enroll in electronic funds transfer (EFT) if Provider is a pay-to provider and if requested by DHS.
7. Ensure, when required by law, that a health service program administered by DHS is the payer of last resort by ascertaining the legal and financial liabilities of third parties to pay for covered services, and pursuing such third party payments.
8. Assume full responsibility for the accuracy of claims submitted to DHS in accordance with the certification requirements of 42 CFR 455.18 and Minnesota Statutes 256B.27, subd. 2.
9. Submit claims at no more than Provider's usual and customary fee to the general public and only after the medical care or service has been provided, in accordance with Minnesota Rules 9505.0450, subp. 1.
10. Except for claims for services under a waiver program, submit claims only for services, supplies, and equipment that are medically necessary as defined at Minnesota Rules 9505.0175, subp. 25, and that meet professionally recognized standards of health care, that Provider knows or has reason to know are properly reimbursable under federal and state statutes and rules.
11. Make full disclosure of ownership and control information as required by 42 CFR 455.100 – 455.106, and upon request, full disclosure of business transactions, as is required by 42 CFR 455.105.
12. Make full disclosure of persons convicted of program crimes as required by 42 CFR 455.106.
13. Ensure that Provider, all of its owners, managers, employees and contractors are not excluded from participation in Medicare, Medicaid or other federal health care programs, by searching the Office of Inspector General List of Excluded Individuals/Entities (LEIE) at the time of enrollment, before hiring new employees or entering into a contract with a contractor, and monthly to see changes since the last search. Provider must immediately report any exclusion information discovered to DHS.
14. Verify recipient eligibility before rendering services.
15. Comply with all federal statutes, implementing regulations and guidance prohibiting discrimination on the basis of race, color, national origin, sex, age, religion and disability in any program or activity receiving federal financial assistance from DHHS.

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16. Render to recipients services of the same scope and quality as would be provided to the general public, within MHCP guidelines, in accordance with Section 1902(a)(10)(B) – (E) of the Social Security Act.
17. Comply with the provisions of any fully executed addendum required by DHS, which is incorporated by reference.
18. Ensure that its employees and contractors comply with all MHCP requirements, including any requirements added post-enrollment.
19. Comply with the advance directive requirements if Provider is a hospital, nursing facility, provider of home health care, personal care assistance services, hospice, or managed care organization (MCO), as required by 42 CFR 489.102 and 417.436.
20. Maintain records that fully disclose the extent of services provided to MHCP recipients for a period of five years after the initial date of billing DHS, in accordance with Minnesota Rules 9505.2160 – 9505.2245, or for the duration of contested case proceedings, whichever is longer.
21. Ensure proper handling and safeguarding by Provider employees, contractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. For the purposes of this Agreement, “protected information” means data subject to any of the laws described below in 20.A. This responsibility includes:
  - A. Ensuring that employees and agents of Provider comply with and are properly trained about:
    - (1) The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular 13.46 Welfare Data;
    - (2) The Minnesota Medical Records Act, Minnesota Statutes 144.291 – 144.298;
    - (3) The federal Health Insurance Portability and Accountability Act (HIPAA), including but not limited to the requirements of the Privacy Rule and the Security Regulations, 45 CFR 160 and 164.
    - (4) Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USC Sec. 290dd-2 and 42 CFR 2.1 – 2.67; and
    - (5) Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.
  - B. Ensuring, consistent with the preceding laws, that Provider’s employees, contractors, and authorized agents:
    - (1) Do not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as necessary to perform their obligations under this Agreement, or as required by law, either during the period of this Agreement or thereafter (respectively, 45 CFR 164.502(b) and 164.514(d), and Minnesota Statutes 13.05, subd. 3).
    - (2) Use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the protected information other than as provided for by this Agreement and to ensure the confidentiality, integrity, and availability of any protected health information that it creates, receives, maintains, or transmits on behalf of DHS.
    - (3) Do not transmit PHI over the Internet or any other unsecure or open communication channel unless such information is encrypted or otherwise safeguarded using procedures no less stringent than those described in 45 CFR 164.312. If Provider stores or maintains PHI in encrypted form, Provider shall, at DHS’ request, promptly provide DHS with the key or keys to decrypt such information. Provider shall not forward previously encrypted data to any other party, unless otherwise required by this Agreement.

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- (4) Mitigate, to the extent practicable, any harmful effects known to Provider of a use, disclosure, or breach of security with respect to protected information by Provider in violation of this Agreement.
  - (5) Make the required notifications upon discovery of a breach, as defined in 45 CFR 164.402, of unsecured PHI to DHS, to each individual whose unsecured PHI has been breached, and, when the breach involves the unsecured PHI of more than 500 residents, to the media of a state or jurisdiction. See 45 CFR 164.400 – 414.
22. Accept and be bound by the terms and conditions of DHS' EDI Trading Partner Agreement when billing electronically. Provider acknowledges that any organization or individual that submits claims on its behalf will abide by the EDI Trading Partner Agreement as an agent of Provider. Provider authorizes the agent to bind Provider to the terms of the EDI Trading Partner Agreement. Provider will give each EDI trading partner an individual login ID and password.
  23. For provider entities receiving or making Medicaid payments totaling at least \$5 million annually, establish written policies and procedures for the education of all employees, contractors and agents, that includes information about the False Claims Act and other provisions named in Section 1902(a)(68)(A) of the Social Security Act.
  24. Determine the applicability to Provider of any other state or federal laws and ensure compliance with those laws.
  25. Cooperate with DHS audit processes.
  26. Execute any required Assurance Statements and provide certification or licensure information if required by DHS for a particular provider type. Provider also agrees to notify DHS of any changes to its certification or licensure status.
  27. Comply with Minnesota Statutes 256B.0644 as a requirement of participation in other state health care programs. Provider agrees to provide active caseload data upon DHS' request and at least ten (10) days before limiting acceptance of new MHCP recipients.
  28. Refund any overpayments made to Provider by DHS, including those resulting from payments made by Medicare, third party payers, billing errors, fraudulent billing, and from increased interim payments made pursuant to DHS' plan for continuity of operations during times of pandemic and crisis.
  29. Notify DHS no later than 30 days before the effective date of a sale, merger, or transfer of an enrolled entity, in accordance with Minnesota Rules 9505.0195, subp. 8. Failure to timely notify DHS may result in the sale or transfer not becoming effective with DHS for any purpose, including claims processing, payment of claims and claims adjustments. Provider also agrees to notify DHS whether or not it intends to transfer its National Provider Identifier (NPI) and/or its Federal Employer Identification Number (FEIN) to the new owner and to complete any documentation or addenda required by DHS, including a Provider Entity Sale or Transfer Addendum. Provider acknowledges that upon sale, merger or transfer of the enrolled entity, DHS will recognize the effective date of the sale or transfer as the date from which all claims payments or adjustments will be assigned to the new owner, without regard to date of service, date of submission to DHS, or adjudication date, including those resulting from a later audit or reprocessed claims. Any intent on the part of the Provider or purchaser to the contrary must be addressed in the purchase agreement and/or transfer documents and is the responsibility of Provider and purchaser to enforce. DHS retains the right to pursue monetary recovery, or civil or criminal actions against the seller or transferor. Nothing in this Agreement negates the obligation of the new owner to contact DHS by the effective date of sale, merger or transfer.

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30. Accept that this Agreement may be immediately terminated:
- A. At the discretion of DHS if it determines that Provider has violated a material term of the Agreement, including but not limited to:
    - (1) Non-compliance by Provider with the HIPAA Privacy Rule and Security Standards. If termination is not feasible, DHS shall report the breach to the Secretary of DHHS.
    - (2) Failure of Provider to sign a new Agreement within 30 days of a request from DHS, in accordance with Minnesota Rules 9505.0195, subp. 5
  - B. Upon sale or transfer of the enrolled Provider.
31. Ensure that upon termination of this Agreement, Provider shall continue to:
- A. Extend all of the protections of this Agreement to all of the protected information provided by DHS to Provider, or created or received by Provider on behalf of DHS, that Provider still maintains in any form, including information that is in the hands of the contractors and agents of the Provider, and limit its further use and disclosure.
  - B. Maintain all other records of claims submitted for a minimum of five years, consistent with paragraph 20 of this Agreement.
32. Accept that any ambiguity in this Agreement shall be resolved to permit DHS to comply with HIPAA, MDGPA, and other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information and other state and federal laws and regulations.

This Provider Agreement must be initialed on each page and signed by an individual applicant or the administrator, manager, director or other person authorized to sign contracts for a business or other organizational applicant.

NAME OF PERSON SIGNING (Please print)	TITLE
SIGNATURE	DATE ____/____/____

Fax the signed Provider Agreement to 651-431-7462 with all other required documentation.