Montana Health Care Programs Enrollment

Thank you for choosing to enroll as a Montana Medicaid, CHIP Dental or Extended Mental Health and/or MHSP provider. All applicable sections of the provider enrollment form must be completed in order for us to process your application. The 4-digit ZIP code extension is required on all addresses. **Incomplete applications will not be processed.**

Complete all sections of this application unless otherwise indicated. Original signatures are required. Copied or stamped signatures are not acceptable.

Sign and return this application along with any additional required documents to:

Montana Provider Relations
P.O. Box 4936
Helena, MT 59604

Your application will not be processed until this information is received via mail.

Passport reenrollment is ***not*** required.

Clinics and groups may now enroll in Montana Health Care Programs. Rendering providers are required to be enrolled and indicated on the claim. Individuals must only enroll one time, regardless of the number of locations in which they practice, with the exception of enrolling to provide waiver services. Participation in the waiver program requires separate enrollment.

If you have any questions regarding information required on the enrollment application, you may contact Provider Relations by calling 1-800-624-3958 or 406-442-1837 or sending an e-mail to mtprhelpdesk@xerox.com. Applicants who wish to change information on a submitted application or for an existing provider must contact Provider Relations directly.

Montana Health Care Programs
(Medicaid, HMK *Plus*/Children's Medicaid, HMK/CHIP) and MHSP
Enrollment Checklist

For your convenience, we are providing a checklist to ensure that your provider enrollment form is completed correctly. The following information must be reviewed, signed, and dated as applicable.

All Medicaid-Only Providers

_____ 1. Read and sign the Montana Medicaid Provider Enrollment Signature Page. If the application is for an individual, the individual who will be providing the service must sign. If the application is for an organization, an individual authorized to enter the organization into a legal contract must sign. It must be signed by all who are required to sign.

_____ 2. Complete, sign and date the printed W-9.

_____ 3. Complete and sign the Montana Medicaid Electronic Funds Transfer (EFT) & Electronic Remittance Advice (ERA) Authorization Agreement.

_____ 4. Letter from your Financial Institution verifying the routing number and account number (do not send voided checks or deposit slips).

_____ 5. Attach a photocopy of your current license showing an effective and expiration date. If you are enrolling to bill for services already provided, also enclose a photocopy of your license covering that date of service.

_____ 6. Attach a photocopy of your applicable board certification.

_____ 7. Attach a photocopy of your National Provider Identifier (NPI) designation letter or e-mail from the National Plan and Provider Enumeration System (NPPES)

_____ 8. Sign the printed Trading Partner Agreement to enable access to the Montana Access to Health web portal.

_____ 9. Include a copy of the organization's form IRS-P575 or, if not available, the W-9 (if ownership or control interest of 5 percent or more in other organizations that bill for publicly funded health care programs).

_____ 10. If you perform laboratory services, you must enclose a copy of the current CLIA certification for each of the practice locations reported on this application.

_____ 11. Include your CMS Provider-Based Facility Designation (if applicable).

_____ 12. Check here if you have paid an application fee and/or enrolled in Medicare, Healthy Montana Kids (HMK) and/or another State's Medicaid or CHIP Program. Provide your receipt from Medicare, HMK or another State's Medicaid Plan or CHIP Program.

Medicaid Pharmacy Providers Only

_____ 1. If you are enrolling due to a change in ownership or tax ID change and you assume the former provider's NABP number, you must indicate an effective date after the termination date for the previous provider.

Medicaid and CHIP Providers (Dental or Extended Mental Health Only)

In addition to the above Medicaid-only requirements:

_____ 1. Read and sign the CHIP Dental Provider Enrollment Signature Page. If the application is for an individual, the individual who will be providing the service must sign. If the application is for an organization, an individual authorized to enter the organization into a legal contract must sign.

_____ 2. Read and sign the CHIP Extended Mental Health Benefit Enrollment Signature Page. If the application is for an individual, the individual who will provide the service must sign. If the application is for an organization, an individual authorized to enter the organization into a legal contract must sign.

CHIP Dental Providers
In addition to the above Medicaid-only requirements:

_____ 1. Read and sign the CHIP Provider Enrollment Signature Page. If the application is for an individual, the individual who will be providing the service must sign. If the application is for an organization, an individual authorized to enter the organization into a legal contract must sign.

You do not need to read and sign the Montana Medicaid Provider Enrollment Signature Page.

MHSP Providers
In addition to the above Medicaid-only requirements:

_____ 1. Read and sign the Mental Health Services Plan Provider Enrollment Addendum.

School-Based Services Providers
In addition to the above Medicaid-only requirements:

_____ 1. If the school is enrolling for a CSCT provider number, the Comprehensive School and Community Treatment Contract must be signed and dated by both the school and the mental health center the school is contracting with. The contract language included in this package is boilerplate and may be changed per the needs of the school and the mental health center.

Disclosures, Screening and Enrollment Requirements

Title 42: Public Health
Part 455 – Program Integrity: Medicaid
Subpart B – Disclosure of Information by Providers and Fiscal Agents
Source: 44 FR 41644, July 17, 1979, unless otherwise noted.

455.100 Purpose.

This subpart implements sections 1124, 1126, 1902(a) (38), 1903(i) (2), and 1903(n) of the Social Security Act. It sets forth State plan requirements regarding—(a) Disclosure by providers and fiscal agents of ownership and control information; and (b) Disclosure of information on a provider's owners and other persons convicted of criminal offenses against Medicare, Medicaid, or the title XX services program. The subpart also specifies conditions under which the Administrator will deny Federal financial participation for services furnished by providers or fiscal agents who fail to comply with the disclosure requirements.

455.101 Definitions.

Agent means any person who has been delegated the authority to obligate or act on behalf of a provider.

Disclosing entity means a Medicaid provider (other than an individual practitioner or group of practitioners), or a fiscal agent.

Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes: (a) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII); (b) Any Medicare intermediary or carrier; and (c) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act. Fiscal agent means a contractor that processes or pays vendor claims on behalf of the Medicaid agency. Group of practitioners means two or more health care practitioners who practice their profession at a common location (whether or not they share common facilities, common supporting staff, or common equipment). Health insuring organization (HIO) has the meaning specified in §438.2. Indirect ownership interest means an ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity. Managed care entity (MCE) means managed care organizations (MCOs), PIHPs, PAHPs, PCCMs, and HIOs. Managing employee means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.

Ownership interest means the possession of equity in the capital, the stock, or the profits of the disclosing entity.

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 disclosing entity 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; or (f) Is a partner in a disclosing entity that is organized as a partnership. Prepaid ambulatory health plan (PAHP) has the meaning specified in §438.2.

Prepaid inpatient health plan (PIHP) has the meaning specified in §438.2.

Primary care case manager (PCCM) has the meaning specified in §438.2.

Significant business transaction means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of $25,000 and 5 percent of a provider's total operating expenses.

Subcontractor means (a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or (b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement. *Supplier* means an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm).

Termination means (1) For a (i) Medicaid or CHIP provider, a State Medicaid program or CHIP has taken an action to revoke the provider's billing privileges, and the provider has exhausted all applicable appeal rights or the timeline for appeal has expired; and (ii) Medicare provider, supplier or eligible professional, the Medicare program has revoked the provider or supplier's billing privileges, and the provider has exhausted all applicable appeal rights or the timeline for appeal has expired. (2)(i) In all three programs, there is no expectation on the part of the provider or supplier or the State or Medicare program that the revocation is temporary. (ii) The provider, supplier, or eligible professional will be required to reenroll with the applicable program if they wish billing privileges to be reinstated. (3) The requirement for termination applies in cases where providers, suppliers, or eligible professionals were terminated or had their billing privileges revoked for cause which may include, but is not limited to—(i) Fraud;(ii) Integrity; or (iii) Quality. *Wholly owned supplier* means a supplier whose total ownership interest is held by a provider or by a person, persons, or other entity with an ownership or control interest in a provider. [44 FR 41644, July 17, 1979, as amended at 51 FR 34788, Sept. 30, 1986; 76 FR 5967, Feb. 2, 2011]

455.102 Determination of ownership or control percentages.

(a) *Indirect ownership interest.* The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation which owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported. (b) *Person with an ownership or control interest.* In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

455.103 State plan requirement.

A State plan must provide that the requirements of §§455.104 through 455.106 are met.

455.104 Disclosure by Medicaid providers and fiscal agents: Information on ownership and control.

(a) *Who must provide disclosures.* The Medicaid agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. (b) *What disclosures must be provided.* The Medicaid agency must require that disclosing entities, fiscal agents, and managed care entities provide the following disclosures: (1)(i) 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 primary business address, every business location, and P.O. Box address. (ii) Date of birth and Social Security Number (in the case of an individual). (iii) 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. (2) 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. (3) 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. (4) The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity). (c) *When the disclosures must be provided.* (1) *Disclosures from providers or disclosing entities.* Disclosure from any provider or disclosing entity is due at any of the following times: (i) Upon the provider or disclosing entity submitting the provider application. (ii) Upon the provider or disclosing entity executing the provider agreement. (iii) Upon request of the Medicaid agency during the re-validation of enrollment process under §455.414. (iv) Within 35 days after any change in ownership of the disclosing entity. (2) *Disclosures from fiscal agents.* Disclosures from fiscal agents are due at any of the following times: (i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process. (ii) Upon the fiscal agent executing the contract with the State. (iii) Upon renewal or extension of the contract. (iv) Within 35 days after any change in ownership of the fiscal agent. (3) *Disclosures from managed care entities.* Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times: (i) Upon the managed care entity submitting the proposal in accordance with the State's procurement process. (ii) Upon the managed care entity executing the contract with the State. (iii) Upon renewal or extension of the contract. (iv) Within 35 days after any change in ownership of the managed care entity. (4) *Disclosures from PCCMs.* PCCMs will comply with disclosure requirements under paragraph (c) (1) of this section. (d) *To whom must the disclosures be provided.* All disclosures must be provided to the Medicaid agency. (e) *Consequences for failure to provide required disclosures.* Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section. [76 FR 5967, Feb. 2, 2011]

455.105 Disclosure by providers: Information related to business transactions.

(a) *Provider agreements.* A Medicaid agency must enter into an agreement with each provider under which the provider agrees to furnish to it or to the Secretary on request, information related to business transactions in accordance with paragraph (b) of this section. (b) *Information that must be submitted.* A provider must submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about (1) The ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and (2) Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request. (c) *Denial of Federal Financial Participation (FFP).* (1) FFP is not available in expenditures for services furnished by providers who fail to comply with a request made by the Secretary or the Medicaid agency under paragraph (b) of this section or under §420.205 of this chapter (Medicare requirements for disclosure). (2) FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the Secretary or the Medicaid agency and ending on the day before the date on which the information was supplied.

455.106 Disclosure by providers: Information on persons convicted of crimes.

(a) *Information that must be disclosed.* Before the Medicaid agency enters into or renews a provider agreement, or at any time upon written request by the Medicaid agency, the provider must disclose to the Medicaid agency the identity of any person who: (1) Has ownership or control interest in the provider, or is an agent or managing employee of the provider; and (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. (b) *Notification to Inspector General.* (1) The Medicaid agency

must notify the Inspector General of the Department of any disclosures made under paragraph (a) of this section within 20 working days from the date it receives the information. (2) The agency must also promptly notify the Inspector General of the Department of any action it takes on the provider's application for participation in the program. (c) *Denial or termination of provider participation.* (1) The Medicaid agency may refuse to enter into or renew an agreement with a provider if any person who has an ownership or control interest in the provider, or who is an agent or managing employee of the provider, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the title XX Services Program. (2) The Medicaid agency may refuse to enter into or may terminate a provider agreement if it determines that the provider did not fully and accurately make any disclosure required under paragraph (a) of this section.

Subpart E—Provider Screening and Enrollment

Source: 76 FR 5968, Feb. 2, 2011, unless otherwise noted.

455.400 Purpose.

This subpart implements sections 1866(j), 1902(a) (39), 1902(a) (77), and 1902(a) (78) of the Act. It sets forth State plan requirements regarding the following:(a) Provider screening and enrollment requirements.(b) Fees associated with provider screening.(c) Temporary moratoria on enrollment of providers.

455.405 State plan requirements.

A State plan must provide that the requirements of 455.410 through 455.450 and 455.470 are met.

455.410 Enrollment and screening of providers.

(a) The State Medicaid agency must require all enrolled providers to be screened under to this subpart. (b) The State Medicaid agency must require all ordering or referring physicians or other professionals providing services under the State plan or under a waiver of the plan to be enrolled as participating providers. (c) The State Medicaid agency may rely on the results of the provider screening performed by any of the following: (1) Medicare contractors. (2) Medicaid agencies or Children's Health Insurance Programs of other States.

455.412 Verification of provider licenses.

The State Medicaid agency must (a) Have a method for verifying that any provider purporting to be licensed in accordance with the laws of any State is licensed by such State. (b) Confirm that the provider's license has not expired and that there are no current limitations on the provider's license.

455.414 Revalidation of enrollment.

The State Medicaid agency must revalidate the enrollment of all providers regardless of provider type at least every 5 years.

455.416 Termination or denial of enrollment.

The State Medicaid agency (a) Must terminate the enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider did not submit timely and accurate information and cooperate with any screening methods required under this subpart. (b) Must deny enrollment or terminate the enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years, unless the State Medicaid agency determines that denial or termination of enrollment is not in the best interests of the Medicaid program and the State Medicaid agency documents that determination in writing. (c) Must deny enrollment or terminate the enrollment of any provider that is terminated on or after January 1, 2011, under title XVIII of the Act or under the Medicaid program or CHIP of any other State. (d) Must terminate the provider's enrollment or deny enrollment of the provider if the provider or a person with an ownership or control interest or who is an agent or managing employee of the provider fails to submit timely or accurate information, unless the State Medicaid agency determines that termination or denial of enrollment is not in the best interests of the Medicaid program and the State Medicaid agency documents that determination in writing. (e) Must terminate or deny enrollment if the provider, or any person with a 5 percent or greater direct or indirect ownership interest in the provider, fails to submit sets of fingerprints in a form and manner to be determined by the Medicaid agency within 30 days of a CMS or a State Medicaid agency request, unless the State Medicaid agency determines that termination or denial of enrollment is not in the best interests of the Medicaid program and the State Medicaid agency documents that determination in writing. (f) Must terminate or deny enrollment if the provider fails to permit access to provider locations for any site visits under §455.432, unless the State Medicaid agency determines that termination or denial of enrollment is not in the best interests of the Medicaid program and the State Medicaid agency documents that determination in writing. (g) May terminate or deny the provider's enrollment if CMS or the State Medicaid agency—(1) Determines that the provider has falsified any information provided on the application; or (2) Cannot verify the identity of any provider applicant.

455.420 Reactivation of provider enrollment.

After deactivation of a provider enrollment number for any reason, before the provider's enrollment may be reactivated, the State Medicaid agency must re-screen the provider and require payment of associated provider application fees under 455.460.

455.422 Appeal rights.

The State Medicaid agency must give providers terminated or denied under §455.416 any appeal rights available under procedures established by State law or regulations.

455.432 Site visits.

The State Medicaid agency (a) Must conduct pre-enrollment and post-enrollment site visits of providers who are designated as “moderate” or “high” categorical risks to the Medicaid program. The purpose of the site visit will be to verify that the information submitted to the State Medicaid agency is accurate and to determine compliance with Federal and State enrollment requirements. (b) Must require any enrolled provider to permit CMS, its agents, its designated contractors, or the State Medicaid agency to conduct unannounced on-site inspections of any and all provider locations.

455.436 Federal database checks.

The State Medicaid agency must do all of the following: (a) Confirm the identity and determine the exclusion status of providers and any person with an ownership or control interest or who is an agent or managing employee of the provider through routine checks of Federal databases. (b) Check the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System (EPLS), and any such other databases as the Secretary may prescribe. (c)(1) Consult appropriate databases to confirm identity upon enrollment and reenrollment; and (2) Check the LEIE and EPLS no less frequently than monthly.

455.440 National Provider Identifier.

The State Medicaid agency must require all claims for payment for items and services that were ordered or referred to contain the National Provider Identifier (NPI) of the physician or other professional who ordered or referred such items or services.

455.450 Screening levels for Medicaid providers.

(1) A State Medicaid agency must screen all initial applications, including applications for a new practice location, and any applications received in response to a re-enrollment or revalidation of enrollment request based on a categorical risk level of "limited," "moderate," or "high." If a provider could fit within more than one risk level described in this section, the highest level of screening is applicable. (a) *Screening for providers designated as limited categorical risk.* When the State Medicaid agency designates a provider as a limited categorical risk, the State Medicaid agency must do all of the following: Verify that a provider meets any applicable Federal regulations, or State requirements for the provider type prior to making an enrollment determination. (2) Conduct license verifications, including State licensure verifications in States other than where the provider is enrolling, in accordance with 455.412. (3) Conduct database checks on a pre- and post-enrollment basis to ensure that providers continue to meet the enrollment criteria for their provider type, in accordance with 455.436. (b) *Screening for providers designated as moderate categorical risk.* When the State Medicaid agency designates a provider as a "moderate" categorical risk, a State Medicaid agency must do both of the following:(1) Perform the "limited" screening requirements described in paragraph (a) of this section.(2) Conduct on-site visits in accordance with 455.432.(c) *Screening for providers designated as high categorical risk.* When the State Medicaid agency designates a provider as a "high" categorical risk, a State Medicaid agency must do both of the following: (1) Perform the "limited" and "moderate" screening requirements described in paragraphs (a) and (b) of this section. (2)(i) Conduct a criminal background check; and (ii) Require the submission of a set of fingerprints in accordance with 455.434. (d) *Denial or termination of enrollment.* A provider, or any person with 5 percent or greater direct or indirect ownership in the provider, who is required by the State Medicaid agency or CMS to submit a set of fingerprints and fails to do so may have its—(1) Application denied under 455.434; or (2) Enrollment terminated under 455.416. (e) *Adjustment of risk level.* The State agency must adjust the categorical risk level from "limited" or "moderate" to "high" when any of the following occurs: (1) The State Medicaid agency imposes a payment suspension on a provider based on credible allegation of fraud, waste or abuse, the provider has an existing Medicaid overpayment, or the provider has been excluded by the OIG or another State's Medicaid program within the previous 10 years. (2) The State Medicaid agency or CMS in the previous 6 months lifted a temporary moratorium for the particular provider type and a provider that was prevented from enrolling based on the moratorium applies for enrollment as a provider at any time within 6 months from the date the moratorium was lifted.

455.452 Other State screening methods.

Nothing in this subpart must restrict the State Medicaid agency from establishing provider screening methods in addition to or more stringent than those required by this subpart.

455.470 Temporary moratoria.

(a)(1) The Secretary consults with any affected State Medicaid agency regarding imposition of temporary moratoria on enrollment of new providers or provider types prior to imposition of the moratoria, in accordance with §424.570 of this chapter. (2) The State Medicaid agency will impose temporary moratoria on enrollment of new providers or provider types identified by the Secretary as posing an increased risk to the Medicaid program. (3)(i) The State Medicaid agency is not required to impose such a moratorium if the State Medicaid agency determines that imposition of a temporary moratorium would adversely affect beneficiaries' access to medical assistance. (ii) If a State Medicaid agency makes such a determination, the State Medicaid agency must notify the Secretary in writing. (b)(1) A State Medicaid agency may impose temporary moratoria on enrollment of new providers, or impose numerical caps or other limits that the State Medicaid agency identifies as having a significant potential for fraud, waste, or abuse and that the Secretary has identified as being at high risk for fraud, waste, or abuse.

(2) Before implementing the moratoria, caps, or other limits, the State Medicaid agency must determine that its action would not adversely impact beneficiaries' access to medical assistance. (3) The State Medicaid agency must notify the Secretary in writing in the event the State Medicaid agency seeks to impose such moratoria, including all details of the moratoria; and obtain the Secretary's concurrence with imposition of the moratoria. (c)(1) The State Medicaid agency must impose the moratorium for an initial period of 6 months. (2) If the State Medicaid agency determines that it is necessary, the State Medicaid agency may extend the moratorium in 6-month increments. (3) Each time, the State Medicaid agency must document in writing the necessity for extending the moratorium.

Printed Name of Individual Practitioner _____

Signature of Individual Practitioner _____ Date _____

Or for facilities and non-practitioner organizations:

Printed Name of Authorized Representative _____ Title/Position _____

Address _____ Telephone Number _____

Signature of Authorized Representative _____ Date _____

Xerox
Montana Provider Relations
P.O. Box 4936
Helena, MT 59604

Montana Health Care Programs Provider Enrollment Application

PROVIDER TYPE

*Please enter your provider type from the following list. _____

Ambulance	Eyeglasses Contractor (CHIP)	Optometrist
Ambulatory Surgical Center	Hearing Aid Dispenser	Personal Care Agency
Audiologist	Home and Community-Based Services	Pharmacist
Birthing Center	Home Dialysis Attendant	Pharmacy
Board Certified Behavior Analyst	Home Health Agency	Physical Therapist
Case Management – Mental Health	Home Infusion Therapy	Physician
Case Management – Non-Mental Health	Hospice	Physician Assistant
Certified Nurse Specialist	Hospital – Critical Access	Podiatrist
Chiropractor	Hospital – Inpatient	Private Duty Nursing Agency
Clinic – Podiatry	Hospital – Swing Bed	Program for All-Inclusive Care for the Elderly (PACE)
Clinic – Physical Therapy	Independent Diagnostic Testing Facility (IDTF)	Psychiatrist
Clinic – Dental	Indian Health Services (IHS)	Psychologist
Clinic – Physician	Intermediate Care Facility – Mentally Retarded	Registered Nurse Anesthetist
Clinic – Chemical Dependency	Laboratory	Residential Treatment Center
Clinic – Freestanding Dialysis	Licensed Professional Counselor	Respiratory Therapy (EPSDT)
Clinic – Rural Health	Mental Health Center	School
Clinic – FQHC	Nurse Midwife	Skilled Nursing Facility/ Intermediate Care Facility – Mental Aged
Clinic – Public Health	Nurse Practitioner	Social Worker
Clinic – Clinic/Group Not Otherwise Specified	Nursing Home	Speech Pathologist
Dental	Nutritionist / Dietician	Taxi
Denturist	Occupational Therapist	Therapeutic Group Home
Durable Medical Equipment	Optician	Transportation – Non-emergency
Eyeglasses Contractor		

Targeted Case Management providers only. If you selected Targeted Case Management as your provider type, what type of services do you wish to provide?

_____ TCM Pregnant Women

_____ TCM Developmental Disability

_____ Children with Special Health Care Needs

_____ TCM Mental Health

School-Based Services providers only. If you selected School-Based Services as your provider type, select the type of School-Based Services you are enrolling for.

_____ Individualized Education Plan (IEP) Services

_____ Comprehensive School and Community Treatment (CSCT) Team Services
If CSCT, indicate the team number you are enrolling.

TEAM _____

TAXONOMY CODES

Please enter up to three taxonomy codes.

_____ _____ _____

PROGRAM TO ENROLL IN

You may enroll as a Medicaid provider, CHIP provider, or both.

_____ Medicaid only
_____ Children's Health Insurance Program (CHIP) only (dental providers only)
_____ Both Medicaid and CHIP (dental providers only)

NATIONAL PROVIDER IDENTIFIER

Enter your 10-digit National Provider Identifier (NPI) number. _____

If you are a healthcare provider, this is required. If you are a healthcare provider and do not have an NPI, you must obtain one from www.nppes.cms.hhs.gov before you complete your enrollment.

If you are an atypical provider, you might not have an NPI. If not, check below and we will assign you a new provider number.

_____ I am an atypical provider, and I do not have an NPI.

INDIVIDUAL PROVIDER NAME

Full name is required for individual practitioner.

*Last Name _____ *First Name _____ MI _____

_____ Miss _____ Mrs. _____ Mr. _____ Ms.

Professional Title _____

*SSN _____ *DOB _____

ORGANIZATION NAME

If enrolling as an organization, indicate name.

*Organization Name _____ *EIN _____

PHYSICAL OR PRACTICE ADDRESS / CONTACT INFORMATION

*Address _____ (P.O. boxes are not acceptable.)

Address Line 2 _____ (P.O. boxes are not acceptable.)

*City _____ *State _____ *ZIP _____ - _____

County (only required for in-state providers) _____

*Telephone _____ Extension _____

Administrative Fax _____ Extension _____

LENGTH OF ENROLLMENT

If physical or practice address is in any state other than Montana, enter desired length of enrollment. Desired Enrollment Period (enrollment period will begin on the date of submission).

_____ 1 month
_____ 3 months
_____ 6 months
_____ Specific dates of service
_____ Indefinite

Specific Dates From _____ / _____ / _____ To _____ / _____ / _____

Note: The "to" date is only required if "Specific Dates of Service" is selected as the Desired Enrollment Period.

CORRESPONDENCE ADDRESS

*Do you want to direct your provider correspondence to an address other than the practice address or pay-to address?

_____ Yes _____ No

If yes, enter your correspondence address.

Address _____

Address Line 2 _____

City _____ State _____ ZIP _____ - _____

County (only required for in-state providers) _____

CONTACT E-MAIL ADDRESS

***Note:** You must enter at least one, and may add up to five, contact e-mail addresses.

*E-Mail Type _____ Technical
_____ Practice
_____ Business
_____ Financial
_____ Clinical
_____ Other

*E-Mail Address _____

E-Mail Type _____ Technical
_____ Practice
_____ Business
_____ Financial
_____ Clinical
_____ Other

E-Mail Address _____

E-Mail Type _____ Technical
_____ Practice
_____ Business
_____ Financial
_____ Clinical
_____ Other

E-Mail Address _____

E-Mail Type _____ Technical
_____ Practice
_____ Business
_____ Financial
_____ Clinical
_____ Other

E-Mail Address _____

E-Mail Type _____ Technical
_____ Practice
_____ Business
_____ Financial
_____ Clinical
_____ Other

E-Mail Address _____

MOST CURRENT PROFESSIONAL LICENSE INFORMATION

Up to five licenses can be added.

License Number _____ State _____

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____ **Note:** An expiration date is only required for an out-of-state license.

Have you had any action or sanction against your license within this state? _____ Yes _____ No

If yes, indicate reason. If choosing Other, indicate reason.

☐ Revoked ☐ Suspended ☐ Inactive ☐ Fines Assessed

☐ Education Required ☐ Expired ☐ Terminated ☐ Other _____

License Number _____ State _____

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____ **Note:** An expiration date is only required for an out-of-state license.

Have you had any action or sanction against your license within this state? _____ Yes _____ No

If yes, indicate reason. If choosing Other, indicate reason.

☐ Revoked ☐ Suspended ☐ Inactive ☐ Fines Assessed

☐ Education Required ☐ Expired ☐ Terminated ☐ Other _____

License Number _____ State _____

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____ **Note:** An expiration date is only required for an out-of-state license.

Have you had any action or sanction against your license within this state? _____ Yes _____ No

If yes, indicate reason. If choosing Other, indicate reason.

☐ Revoked ☐ Suspended ☐ Inactive ☐ Fines Assessed

☐ Education Required ☐ Expired ☐ Terminated ☐ Other _____

License Number _____ State _____

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____ **Note:** An expiration date is only required for an out-of-state license.

Have you had any action or sanction against your license within this state? _____ Yes _____ No

If yes, indicate reason. If choosing Other, indicate reason.

☐ Revoked ☐ Suspended ☐ Inactive ☐ Fines Assessed

☐ Education Required ☐ Expired ☐ Terminated ☐ Other _____

License Number _____ State _____

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____ **Note:** An expiration date is only required for an out-of-state license.

Have you had any action or sanction against your license within this state? _____ Yes _____ No

If yes, indicate reason. If choosing Other, indicate reason.

☐ Revoked ☐ Suspended ☐ Inactive ☐ Fines Assessed

☐ Education Required ☐ Expired ☐ Terminated ☐ Other _____

BOARD CERTIFICATION

*Are you board certified? _____ Yes _____ No

If yes, what is your certification type?

_____ State license

_____ County/City license

_____ Other

Certification Date _____ / _____ / _____ Certification Number _____

OWNERSHIP TYPE

*Enter your type of ownership.

_____ Individual
_____ Partnership
_____ Corporation
_____ Hospital-Based
_____ Group
_____ Clinic
_____ Other

PROVIDER-BASED FACILITIES

*Montana Medicaid only recognizes Provider-Based Facilities that have received official designation from the Centers for Medicare and Medicaid Services (CMS). Have you been designated by CMS as a "Provider-Based Facility"?

_____ Yes _____ No

If yes, include your CMS designation letter with your enrollment paperwork.

TAX REPORTING STATUS

*Tax Reporting Status _____ Individual _____ Organization

INDIVIDUAL FILING INFORMATION

Enter the name and Social Security number of the individual for which this application is being filed. The name must match the name on file with the IRS exactly. This is the entity to which payments will be made when the enrolling provider is the **billing** provider on the claim.

Last Name _____ First Name _____ MI _____

Social Security Number _____

The U.S. Department of Human Services, Office of Civil Rights is requesting the following information be completed for statistical purposes only. This information is optional and is not required for Montana Medicaid.

Gender _____ Male _____ Female

Race _____ Asian or Asian American or Pacific Islander
_____ Hispanic
_____ White (not Hispanic)
_____ Black (not Hispanic) or African-American
_____ North American Indian or Alaska native

BUSINESS FILING INFORMATION

Enter the name and Federal Employer Identification Number (FEIN) or Employer Identification Number (EIN) of the business for which this application is being filed. The name must match the name on file with the IRS exactly. This is the entity to which payments will be made when the enrolling provider is the **billing** provider on the claim.

Organization Name _____

FEIN/EIN _____

OWNERSHIP/CONTROL INFORMATION

This section must be completed for each person who has a direct or indirect ownership and/or controlling interest in the entity and/or provider specified in this enrollment application. This section must also be completed for each managing employee or agent of the enrolling entity and/or provider.

Ownership interest means the possession of equity in the capital, the stock, or the profits of the disclosing entity (provider).

Indirect ownership interest means an ownership interest in an entity that has an ownership interest in the disclosing provider entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity (provider).

A person with an ownership or control interest means a person or corporation that (a) has an ownership interest totaling 5% or more in a disclosing entity (provider); (b) has an indirect ownership interest equal to 5% or more in a disclosing entity (provider); (c) has a combination of direct and indirect ownership interests equal to 5% or more disclosing entity (provider); (d) owns an interest of 5% or more in any mortgage, deed of trust note or other obligation secured by the disclosing entity (provider) if that interest equals at least 5% of the value of the property or assets of the disclosing entity (provider); (e) is an officer or director of a disclosing entity (provider);that is organized as a corporation; or (f) is a partner in a disclosing entity (provider); that is organized as a partnership.

(a) *Indirect ownership interest.* The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation which owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) *Person with an ownership or control interest.* In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Managing employee means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.

An agent means any person who has been delegated the authority to obligate or act on behalf of a provider.

OWNERSHIP/CONTROL INFORMATION, CONTINUED

At least one person must be added as owner, and up to 24 persons can be added. If you need additional fields, please download and print them at http://medicaidprovider.hhs.mt.gov/providerpages/enrollment.shtml and attach additional pages to the paper enrollment package when they are completed.

*Ownership

_____ *Owner _____ Agent _____ Managing Employee _____ Subcontractor

*Last Name _____ *First Name _____ MI _____

*Date of Birth _____ *Social Security No. _____

*Country of Birth _____

State of Birth (Only required if country of birth is U.S.) _____

Physical Address

*Address _____

Address 2 _____

*City _____ *State _____ *ZIP _____ - _____

County _____ (Only required for in-state Business.)

Mailing Address (If different from the Physical Address.)

*Address _____

Address 2 _____

*City _____ *State _____ *ZIP _____ - _____

County _____ (Only required for in-state Business.)

*Telephone _____ Extension _____

Montana Provider Number (Enter the owner's or managing employee's most recent provider number, if applicable.)

_____

*Are you the spouse, parent, child, or sibling of a person with ownership or control interest?

_____ Yes _____ No Name _____

*Have you ever been sanctioned, debarred, suspended, excluded, or convicted of a criminal offense related to Medicare/Medicaid or any other State or Federal program?

_____ Yes _____ No

If yes, enter explanation. _____

_____

OWNERSHIP ORGANIZATION INFORMATION

*Do you have ownership or control interest of 5 percent or more in another organization that participates in publicly funded health care programs?

_____ Yes _____ No

If yes, complete information below.

Note: Up to four organizations can be added. For any organization added, all information is required.

Legal Business Name _____ SSN/EIN _____

Physical Address _____

Physical Address 2 _____

City _____ State _____ ZIP _____ - _____

Legal Business Name SSN/EIN _____

Physical Address _____

Physical Address 2 _____

City _____ State _____ ZIP _____ - _____

Legal Business Name _____ SSN/EIN _____

Physical Address _____

Physical Address 2 _____

City _____ State _____ ZIP _____ - _____

Legal Business Name _____ SSN/EIN _____

Physical Address _____

Physical Address 2 _____

City _____ State _____ ZIP _____ - _____

SUBSIDIARY OR JOINT VENTURE BUSINESS INFORMATION

*Is your organization a subsidiary company or joint venture? _____ Yes _____ No
If yes, complete information below.

Note: Up to four organizations can be added. ***Required information**.

Legal Business Name _____ Employer ID _____

Provider Number _____

Address _____

Address Line 2 _____

City _____ State _____ ZIP _____ - _____

County (only required for in-state providers) _____

Telephone _____ Extension _____

Administrative Fax _____ Extension _____

Legal Business Name _____ Employer ID _____

Provider Number _____

Address _____

Address Line 2 _____

City _____ State _____ ZIP _____ - _____

County (only required for in-state providers) _____

Telephone _____ Extension _____

Administrative Fax _____ Extension _____

Legal Business Name _____ Employer ID _____

Provider Number _____

Address _____

Address Line 2 _____

City _____ State _____ ZIP _____ - _____

County (only required for in-state providers) _____

Telephone _____ Extension _____

Administrative Fax _____ Extension _____

Legal Business Name _____ Employer ID _____

Provider Number _____

Address _____

Address Line 2 _____

City _____ State _____ ZIP _____ - _____

County (only required for in-state providers) _____

Telephone _____ Extension _____

Administrative Fax _____ Extension _____

PREVIOUS PROVIDER NUMBER(S)

*Have you previously billed Montana Medicaid, Healthy Montana Kids (HMK)/CHIP, or MHSP?
_____ Yes ____ No

Note: In cases of reenrollment, it is critical that you provide accurate information so we may set up your new enrollment consistently with your previous enrollment. Up to four provider numbers can be added. Please enter all that apply to the enrolling provider type.

Provider # _____

Begin Date _____ / _____ / _____ End Date _____ / _____ / _____

Provider # _____

Begin Date _____ / _____ / _____ End Date _____ / _____ / _____

Provider # _____

Begin Date _____ / _____ / _____ End Date _____ / _____ / _____

Provider # _____

Begin Date _____ / _____ / _____ End Date _____ / _____ / _____

PREVIOUS TAX ID

*Have you changed or ever used another Tax ID number? _____ Yes _____ No
Note: Up to four tax IDs can be entered.

Tax ID # _____

Begin Date _____ / _____ / _____ End Date _____ / _____ / _____

Tax ID # _____

Begin Date _____ / _____ / _____ End Date _____ / _____ / _____

Tax ID # _____

Begin Date _____ / _____ / _____ End Date _____ / _____ / _____

Tax ID # _____

Begin Date _____ / _____ / _____ End Date _____ / _____ / _____

CLIENT DEMOGRAPHICS

Number of clients currently being seen (Montana Medicaid clients only) _____

Gender of clients _____ Male _____ Female _____ Both

EARLIEST DATE OF SERVICE

*Have you already provided services to a Montana Medicaid, Healthy Montana Kids (HMK)/CHIP, or MHSP client?
_____ Yes _____ No
If yes, earliest date of service _____ / _____ / _____

DEA NUMBER

If you have a Drug Enforcement Agency (DEA) number, enter it here. _____

LABORATORY INFORMATION

*Do you bill laboratory services? _____ Yes _____ No

If yes, enter CLIA Number. **Note:** Up to 10 CLIA types can be added.)

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date / / Expiration Date / /

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

Effective Date _____ / _____ / _____ Expiration Date _____ / _____ / _____

CLIA Number _____

CLIA Type _____ Accreditation _____ Provider Performed Microscopy Procedures
_____ Compliance (Regular) _____ Registration
_____ Partial Accreditation _____ Waiver

FISCAL YEAR-END MONTH

_____ January	_____ May	_____ September
_____ February	_____ June	_____ October
_____ March	_____ July	_____ November
_____ April	_____ August	_____ December

MEDICARE

*Are you enrolled in the Medicare program? _____ Yes _____ No (If No, go to Payment and RA Information.)

Have you had site visits in accordance with your enrollment with Medicare or another state's Medicaid or CHIP program?

_____ Yes _____ No

If Yes, provide date for the site visit. Date _____ / _____ / _____

Have you paid the application fee to Medicare or another state's Medicaid or CHIP program?

_____ Yes _____ No

If Yes, indicate which program, state, and date.

☐ Healthy Montana Kids ☐ CHIP ☐ Medicaid ☐ Medicare

State _____ Date _____ / _____ / _____

Have you been revalidated by Medicare or another state? Yes _____ No _____

If Yes, indicate validation source, state, and date.

☐ Medicare ☐ Another State

State _____ Date _____ / _____ / _____

PAYMENT AND REMITTANCE ADVICE (RA) INFORMATION

Payments will be made via Electronic Funds Transfer (EFT) unless extenuating circumstances exist. If you feel you have extenuating circumstances that prohibit you from receiving payment via EFT, include a signed letter explaining why paper checks are required to request a waiver.

Please select your payment schedule and RA options. **Note:** Electronic Statement of Remittance (ESOR) is an electronic image of the remittance advice.

_____ Weekly EFT Payment with ESOR

*Do you wish to receive an electronic remittance advice in the HIPAA standard ANSI 835 transaction format?

_____ Yes _____ No

If yes, enter the Submitter ID of the entity you want your 835 delivered to. This is the Submitter ID of your clearinghouse, billing agent, or yourself if you conduct these transactions yourself.

Submitter ID _____

NCPDP (NABP) NUMBER (PHARMACY PROVIDERS ONLY)

Is this a pharmacy that has been recently purchased? _____ Yes _____ No

Date of Sale _____ / _____ / _____

Do you wish to keep the same NCPDP (NABP) number? _____ Yes _____ No

If yes, what is your NCPDP (NABP) number? _____

PASSPORT

Do you already have a Passport number? _____ Yes _____ No

If yes, enter your current Passport number. _____

CONTACT INFORMATION FOR ENROLLMENT

*Provide contact information in case there are questions regarding this enrollment application.

*Contact Name _____ *Telephone _____ Extension _____

Montana Health Care Programs (Medicaid, HMK *Plus*/Children's Medicaid, HMK/CHIP) and MHSP Provider Enrollment Agreement and Signature Page

THE PROVIDER CERTIFIES THAT THE INFORMATION PROVIDED ON THIS ENROLLMENT FORM IS, TO THE BEST OF THE PROVIDER'S KNOWLEDGE, TRUE, ACCURATE AND COMPLETE AND THAT THE PROVIDER HAS READ THIS ENTIRE FORM BEFORE SIGNING. IN CONSIDERATION OF MEDICAID PAYMENTS MADE FOR APPROPRIATE MEDICALLY NECESSARY SERVICES RENDERED TO ELIGIBLE CLAIMANTS, AND IN ACCORDANCE WITH ANY RESTRICTIONS NOTED HEREIN, THE PROVIDER AGREES TO THE FOLLOWING:

The Provider hereby agrees to comply with all applicable laws, rules and written policies pertaining to the Montana Medicaid Program (Medicaid), including but not limited to Title XIX of the Social Security Act, the Code of Federal Regulations (CFR), Montana Codes Annotated (MCA), Administrative Rules of Montana (ARM) and written Department of Public Health and Human Services (Department) policies, including but not limited to policies contained in the Medicaid provider manuals, and the terms of this document.

The Provider certifies that the care, services, and supplies for which the Provider bills Medicaid will have been previously furnished, the amounts listed will be due, and except as noted, no part thereof will have been paid. Payment for services made in accordance with established rates, schedules or methodologies will be accepted as payment in full.

The Provider assures the Department that the Provider is an independent contractor providing services for the Department and that neither the Provider nor any of the Provider's employees are employees of the Department under this enrollment form or any subsequent amendment. The Provider is solely responsible for and shall meet all legal requirements, including payment of all applicable taxes, workers compensation, unemployment and other premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the Provider and the employment of all persons providing services under this enrollment form.

The Provider agrees to comply with the requirements concerning advance directives at 42 U.S.C. 1396a (w).

The Provider agrees to comply with those federal requirements and assurances for recipients of federal grants provided in OMB Standard Form 424B (7/97) which is applicable to the Provider. The Provider is responsible for determining which requirements and assurances are applicable to the Provider. Copies of the form are available from the Department. The Provider shall provide for the compliance of any subcontractors with applicable federal requirements and assurances. The Provider, as provided by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., shall not pay federally appropriated funds to any person for influencing or attempting to influence an officer of employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal contract, the making of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

The Provider agrees to comply with the applicable provisions of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

The Provider may not, on the grounds of race, color, national origin, creed, sex, religion, political ideas, marital status, age, or disability exclude persons from employment in, deny participation in, deny benefits to, or otherwise subject persons to discrimination under the Medicaid program and/or any activity connected

with the provision of Medicaid services. All hiring done in connection with the provision of Medicaid services must be on the basis of merit qualifications genuinely related to competent performance of the particular occupational task. The Provider, in accordance with federal Executive Orders 11246 and 11375 and 41 CFR Part 60 must provide for equal employment opportunities in its employment practices. The Provider shall use hiring processes that foster the employment and advancement of qualified persons with disabilities.

The Provider agrees, in accordance with federal and state laws, regulations, and policies including 45 CFR Subpart F or Part 431 pertaining to Medicaid recipients, to protect the confidentiality of any material and information concerning an applicant for or recipient of services funded with Medicaid monies. For purposes of the delivery of services under this Agreement, the Provider is a health care provider that must comply, as applicable, with the privacy and security 15 requirements of the Health Insurance Portability And Accountability Act (HIPAA) of 1996 as adopted at 45 CFR Part 160 and Subparts A, C, and E of Part 164.

The Provider agrees to make and maintain records, as required by applicable laws, regulations, rules and policies, which fully demonstrate the extent, nature and medical necessity of services and items provided to recipients, which support the fee charged or payment sought for the services and items, and which demonstrate compliance with all applicable requirements. The Provider agrees to furnish on request to the Department, the United States Department of Health and Human Services, the Montana Medicaid Fraud Control Unit and any other authorized governmental agency or agent thereof any records maintained under applicable laws, regulations, rules and policies.

The Provider agrees to comply with the disclosure requirements specified in 42 CFR, Part 455, Subpart B and the enrollment and screening requirements of 42 CFR, Part 455 Subpart E, including but not limited to disclosure of information regarding ownership and control, business transactions and persons convicted of crimes, site visits, criminal background checks, federal database checks, enrollment screening based on provider risk category (including pre and post enrollment site visits where applicable). Please see Disclosures, Screen and Enrollment Requirements which is part of your enrollment for more detailed information, Upon request, the provider agrees to provide to the Department and the U.S. Department of Health and Human Services the information required in 42 U.S.C.A. §1396b(s) pertaining to limitations on certain physician referrals.

The Provider agrees to repay to the Department (1) the amount of any payment under the Medicaid program to which the Provider was not entitled, regardless of whether the incorrect payment was the result of Department or provider error other cause, and (2) the portion of any interim rate payment that exceeds the rate determined retrospectively the Department for the rate period.

The Provider agrees to notify Xerox at the address stated below within 30 days of a change in any of the information in this enrollment form.

The Provider acknowledges that this enrollment is effective only for the category of services stated above and that a separate provider enrollment form must be submitted for each additional category of services (i.e., Hospital, Swing Bed, Waiver, Home Health, etc.) for which Medicaid reimbursement is sought.

The Provider, if meeting the applicable criteria, agrees to comply with 42 U.S.C. 1396a (a) (68) of the Social Security Act requiring employee education about the federal False Claims Act. This provision applies to those providers furnishing items or services at more than a single location or under more than one contractual or other payment arrangement and receiving aggregate payments of Medicaid monies totaling $5,000,000 or more annually. It is the responsibility of the provider to establish written policies for all employees that include detailed information about the False Claims Act and the other provisions named in 42 U.S.C. 1396a(a)(68)(A).

I UNDERSTAND THAT PAYMENT OF CLAIMS WILL BE FROM FEDERAL AND STATE FUNDS AND THAT ANY FALSIFICATION OR CONCEALMENT OF A MATERIAL FACT MAY BE PROSECUTED UNDER FEDERAL AND STATE LAW. I UNDERSTAND AND AGREE TO COMPLY WITH ALL DISCLOSURES, SCREENING AND ENROLLMENT REQUIREMENTS AS REQUIRED UNDER 42 CFR 455 SUBPARTS B AND E.

Printed Name of Individual Practitioner _____

Signature of Individual Practitioner _____ Date _____

Or for facilities and non-practitioner organizations:

Printed Name of Authorized Representative _____

Title/Position _____

Address _____ Telephone Number _____

Signature of Authorized Representative _____ Date _____

Xerox
Montana Provider Relations
P.O. Box 4936
Helena, MT 59604

Montana Medicaid
License, CLIA, and Certification

Attach your license, CLIA and applicable certification below.

ACS EDI Gateway, Inc., A Xerox Company
Trading Partner Agreement

THIS TRADING PARTNER AGREEMENT ("Agreement") is by and between SUBMITTER ("Submitter") and ACS EDI GATEWAY, INC. ("Trading Partner"), collectively "the Parties."

Whereas, Submitter desires to transmit Transactions to Trading Partner for the purpose of submitting data to a Health Plan;

Whereas, Trading Partner desires to receive such Transactions for this purpose recognizing that Trading Partner performs such services on behalf of the Health Plan; and

Whereas, Submitter is subject to the Transaction and Code Set Regulations with respect to the transmission of such Transactions.

Now, therefore, the Parties agree as follows:

1. Definitions

Trading Partner means ACS EDI Gateway, Inc. Submitter means the party identified as "Submitter" on the signature line of this Agreement who is a Health Care Provider as defined in 45 CFR 164.103. Standard is defined in 45 CFR 160.103. Transaction is defined in 45 CFR 160.103. Transactions and Code Set Regulations mean those regulations governing the transmission of certain health claims transactions as published by DHHS under HIPAA.

2. Obligations of the Parties Effective Upon Execution of this Agreement by Submitter

A. The Parties agree, in regard to any electronic Transactions between them:
   (1) They will exchange data electronically using only those Transaction types as selected by Submitter on the ACS EDI Gateway Trading Partner Enrollment Form (TPEF).
   (2) They will exchange data electronically using only those formats (versions) as specified on the TPEF.
   (3) They will not change any definition, data condition, or use of a data element or segment in a Standard Transaction they exchange electronically.
   (4) They will not add any data elements or segments to the Maximum Defined Data Set.
   (5) They will not use any code or data elements that are not in or are marked as "Not Used" in a Standard's implementation specification.
   (6) They will not change the meaning or intent of a Standard's implementation specification.
   (7) Trading Partner may reject a Transaction submitted by Submitter if the Transaction is not submitted using the data elements, formats, or Transaction types set forth in the TPEF. Trading Partner may refuse to accept any claims from Submitter if Submitter repeatedly submits Transactions which do not meet the criteria set forth in a TPEF or if Submitter repeatedly submits inaccurate or incomplete Transactions to Trading Partner.
B. Submitter understands that Trading Partner or others may request an exception from the Transaction and Code Set Regulations from DHHS. If an exception is granted, Submitter will participate fully with Trading Partner in the testing, verification, and implementation of a modification to a Transaction affected by the change.
C. Trading Partner understands that DHHS may modify the Transaction and Code Set Regulations. Trading Partner will modify, test, verify, and implement all modifications or changes required by DHHS using a schedule mutually agreed upon by Submitter and Trading Partner.
D. Neither Submitter nor Trading Partner accepts responsibility for technical or operational difficulties that arise out of third party service providers' business obligations and requirements that undermine Transaction exchange between Submitter and Trading Partner.
E. Submitter and Trading Partner will exercise diligence in protection of the identity, content, and improper access of business documents exchanged between the two parties. Submitter and Trading Partner will make reasonable efforts to protect the safety and security of individually assigned identification numbers that are contained in transmitted business documents and used to authenticate relationships between the parties.
F. Trading Partner may publish data clarifications to complement each Implementation Guide. Submitter should use the Electronic Transaction Instruction for HIPAA available at http://www.acs-gcro.com/docs/mt-home/transaction/. Submitter should use these in conjunction with the HIPAA Implementation Guides available at http://store.x12.org/store/healthcare-5010-consolidated-guides.
G. Transactions are considered properly received only after accessibility is established at the designated machine of the receiving party. Once transmissions are properly received, the receiving party will promptly transmit an electronic acknowledgment that conclusively constitutes evidence of properly received transactions. Each party will subject information to a virus check before transmission to the other party.
H. Each party will implement and maintain appropriate policies and procedures and mechanisms to protect the confidentiality and security of PHI transmitted between the parties.

3. Miscellaneous

A. This Agreement is effective on the date last signed below. This Agreement shall continue until such time as either party elects to give written notice of termination to the other party or termination of Transaction services provided by Trading Partner to Submitter, whichever is earlier.

B. This Agreement shall be interpreted consistently with all applicable federal and state privacy laws. In the event of a conflict between applicable laws, the more stringent law shall be applied. This Agreement and all disputes arising from or relating in any way to the subject matter of this Agreement shall be governed by and construed in accordance with Montana law, exclusive of conflicts of law principles. THE EXCLUSIVE JURISDICTION FOR ANY LEGAL PROCEEDING REGARDING THIS AGREEMENT SHALL BE IN THE COURTS OF THE STATE OF MONTANA AND THE PARTIES HEREBY EXPRESSLY SUBMIT TO SUCH JURISDICTION.

C. Unless otherwise prohibited by statute, the parties agree that this Agreement shall not be affected by any state's enactment or adoption of the Uniform Computer Information Transaction Act, Electronic Signature or any other similar state or federal law. Each party agrees to comply with all other applicable state and federal laws in carrying out its responsibilities under this Agreement.

D. This Agreement is entered into solely between, and may be enforced only by, Submitter and Trading Partner. This Agreement shall not be deemed to create any rights in third parties or to create any obligations of Submitter or Trading Partner to any third party.

E. NO WARRANTIES, EXPRESS OR IMPLIED, ARE PROVIDED BY TRADING PARTNER UNDER THIS AGREEMENT. TRADING PARTNER'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNT(S) PAID TO TRADING PARTNER BY SUBMITTER UNDER THIS AGREEMENT.

F. Trading Partner may provide proprietary software to Submitter to allow Submitter to submit Transactions to Trading Partner. Trading Partner's provision of proprietary software for Submitter's use under this section does not and shall not be construed as a transfer of ownership rights in said software to Submitter and the parties understand and agree that Trading Partner retains sole and exclusive ownership to all proprietary software furnished for Submitter's use under this section. Submitter will protect the software as it protects its own confidential information and will not directly or indirectly allow access to or the use of the software or any portion thereof, on any computer, server, or network, by any person, corporation, or business entity other than Submitter. Submitter may permit use of the software by contractors or agents of Submitter provided that any such contractors or agents are not competitors of Trading Partner and further provided that any such persons agree to protect the confidentiality of the software. Submitter and its contractors and agents are not permitted to use the software for any purpose other than submitting Transactions solely to Trading Partner.

G. This Agreement contains the entire agreement between the parties and may only be modified by an agreement signed by both parties.

H. Submitter may elect to execute either a hard copy or an electronic copy (through online enrollment only) of this Agreement. **Hard Copy Execution:** Submitter will sign a hard copy of this Agreement and mail or fax to Trading Partner at the address or fax indicated below. Trading Partner will return a copy of the fully executed Agreement to Submitter. The effective date of the hard copy Agreement is the date on which the Agreement is signed by Trading Partner. **Electronic Copy Execution:** Submitter should execute this Agreement by clicking on the "I AGREE" button that appears at the bottom of the Agreement. The effective date of the electronic copy agreement is the date Trading Partner receives the electronic transmission of Submitter's acceptance to the terms of this Agreement.

SUBMITTER

Provider NPI/Trading Partner ID _____

(For Pharmacies Only)

NCPDP ID _____

Other Pharmacy ID Type _____

Other ID Number _____

Signature _____

Printed Name and Title _____

Date _____

Mail or fax to Attention EDI, P.O. Box 4936, Helena, MT 59604, 406.442.4402 (fax).

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Montana Medicaid

Electronic Funds Transfer (EFT) & Electronic Remittance Advice (ERA) Authorization Agreement

The following information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the payer to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Electronic Funds Transfer Program.

Please make arrangements with the financial institution receiving the EFT to ensure proper delivery of payments for services provided.

All fields on this form are **required** in order to enroll in electronic funds transfer and to ensure proper delivery of your electronic remittance advice.

If you have any questions about this form, contact Xerox Provider Relations at 1.800.624.3958 (In/Out of State) or 406.442.1837 (Helena).

DATA ELEMENT GROUP #1 – PROVIDER INFORMATION

Provider Name _____
(to include legal name of institution, corporate entity, practice, or individual provider)

Provider Address

Street _____

City _____

State/Province _____ ZIP Code/Postal Code _____

DATA ELEMENT GROUP #2 – PROVIDER IDENTIFIERS INFORMATION

Provider Identifiers

Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN)

_____

National Provider Identifier (NPI)

_____

Trading Partner ID

_____

DATA ELEMENT GROUP #7 – FINANCIAL INSTITUTION INFORMATION

Financial Institution Name _____

Financial Institution Routing Number _____

Type of Account at Financial Institution _____
(The type of account provider will use to receive EFT payments, e.g., checking, savings)

Provider's Account Number with Financial Institution _____

Account Number Linkage to Provider Identifier. Select one from below.

Provider Tax Identification Number ☐

National Provider Identifier ☐
(Provider preference for grouping [bulking] claim payments – must match preference for v5010 X12 835 remittance advice.)

Preference for Aggregation of Remittance Data, e.g., account number linkage to provider identifier. Select one from below.

Provider Tax Identification Number ☐

National Provider Identifier ☐

DATA ELEMENT GROUP #8 – SUBMISSION INFORMATION

Reason for Submission

☐ New Enrollment ☐ Change Enrollment ☐ Cancel Enrollment

Authorized Signature

Written Signature of the Person Submitting Enrollment

_____

Printed Name of Person Submitting Enrollment

_____

Title of Person Submitting Enrollment

_____

Submission Date _____ / _____ / _____

Requested Effective Date _____ / _____ / _____

PRIMARY CARE PROVIDER AGREEMENT AND

SIGNATURE ADDENDUM FOR ENROLLMENT IN THE PASSPORT TO

HEALTH

AND TEAM CARE PROGRAMS

Enrollment in Passport to Health (the program) under this addendum shall be part of the provider's Montana Healthcare Programs' enrollment for purposes of governing the provider's participation in the program. However, this addendum shall not in any way reduce or modify the provider's Montana Healthcare Programs' enrollment with respect to participation or provision of services under Medicaid and Healthy Montana Kids *Plus* (HMK *Plus)* Programs. The provider(s) hereby agrees to comply with all applicable laws, rules and written policies including but not limited to Title XIX of the Social Security Act, the Code of Federal Regulations (CFR), Montana Codes Annotated (MCA), Administrative Rules of Montana (ARM), written Department of Public Health and Human Services (Department) policies, policies contained in provider manuals, and the terms of this document.

PLEASE READ THIS AGREEMENT AND ADDENDUM CAREFULLY

PASSPORT TO HEALTH PROGRAM DESCRIPTION AND RULE REFERENCES

A complete description of the Passport to Health and Team Care Programs is contained in Administrative Rules of Montana (ARM 37.86.5101-5104, 37.86.5110-5112, 31.86.5120, 37.86.5303 and 5306) and the *Passport to Health Provider Handbook*.

Passport to Health is a medical home program in which most Montana Medicaid and HMK *Plus* eligible members must enroll (see the Passport Provider Handbook for a list of ineligible groups). Members with Passport choose one primary care provider (PCP) to manage most of their health care needs. A PCP is typically a physician, mid-level provider or primary care clinic.

Team Care, a sub-program of Passport to Health, is a utilization control program for a smaller number of members who demonstrate the need for additional case management measures. Team Care is designed to educate members to effectively use the Medicaid or HMK *Plus* system. All Passport providers are also Team Care providers. Members appropriate for Team Care can be identified through Drug Utilization Review (DUR), or referred by a Montana Medicaid provider. Team Care members are managed by a team consisting of the Passport PCP, one pharmacy (all prescriptions for Team Care members must be written to the assigned pharmacy), the Nurse First Advice Line, and Montana Medicaid.

ADDITIONAL PROGRAM RESOURCES

Nurse First

Nurse First is a nurse triage line provided by the Department, available to all Montana Medicaid, HMK and HMK *Plus* members. The line is available twenty four hours a day, seven days a week and is free to members. Callers can be triaged by a registered nurse for illness or injury, ask general health questions and receive information about medications or treatments. If a Passport member calls Nurse First, and is triaged for illness or injury, a triage report is faxed to the member's Passport provider (to the fax number provided on page 6 of this agreement). Passport providers are encouraged to inform members about the benefits of using Nurse First, especially if unsure whether they need to seek medical care. The toll-free number for Nurse First is 1-800-330-7847.

Health Improvement Program

The Montana Medicaid Health Improvement Program (HIP) is an enhancement to the Passport Program. HIP services are provided by community and tribal health centers. Members are identified for intensive care management through predictive modeling software and referrals from primary care providers. Most

members have co-morbid, chronic health conditions. Services include: health assessment; self-management education; referrals to local social services; hospital pre- and post-discharge assistance; ***coordination with members and their Passport providers to develop a care plan***; and monitoring progress. Care managers are Chronic Care Professional (CCP) trained nurses and health coaches hired by the health centers. Care managers are required by Medicaid to contact Passport providers and work collaboratively for the benefit of members. If you need to refer a member to the Medicaid Health Improvement Program, you can download a referral form at www.mtmedicaid.org.

PASSPORT PROGRAM GOALS

Passport to Health encourages Montana Medicaid and HMK *Plus* members and their providers to maintain a medical home. A member-centered medical home is health care directed by a primary care provider offering family-centered, culturally-effective care that is coordinated, comprehensive, continuous, and, when possible, in the member's community. Healthcare in a medical home is characterized by enhanced access, an emphasis on prevention, and improved health outcomes and satisfaction.

By developing a medical home for members in the Passport program, the PCP, Medicaid, and HMK *Plus* will:

- assure access to primary care
- improve the continuity of care
- encourage preventive health care for children and adults
- promote Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services for children
- reduce the inappropriate use of medical services
- decrease non-emergent care in the emergency department (ED)
- reduce and control health care costs

PASSPORT PROVIDER FEE & REQUIREMENTS

Passport providers are paid a per member, per month fee (PMPM) to provide a medical home to their Passport members. This fee is $3 PMPM for each Passport member and $6 PMPM for each Team Care member. This fee is paid monthly, whether or not you saw the member in that month.

Please note the following requirements for which you are paid a PMPM fee:

- Maintain a ***written record of all referrals you give and receive*** for every Passport member you treat.
- Provide primary and preventive care, health maintenance, treatment of illness and injury, and coordination of members' access to medically necessary specialty care, by providing referrals and follow-up.
- Provide Well Child Check Ups, EPSDT services, lead screenings, and immunizations.
- Develop an ongoing relationship with Passport members for the purpose of providing continuity of care.
- Educate members about appropriate use of office visits, the emergency department (ED) and urgent care clinics.
- Identify and refer members to the Team Care Program whose utilization of services is excessive and inappropriate with respect to medical need.
- Identify and refer members who have uncontrolled chronic health condition(s) or are at risk of developing one or more serious health conditions to the Medicaid Health Improvement Program.
- Coordinate and collaborate with care managers in the Medicaid Health Improvement Program, including providing information regarding the needs of the member, reviewing and commenting on care plans prepared by care managers, and providing copies of medical records when requested.
- Provide coverage for needed services, consultation, and approval or denial of referrals during regular office hours.
- Provide 24-hour availability of information for seeking emergency services.

- Accept auto-assignment of members when PCP has openings and the members meet the PCP defined restrictions.
- Provide appropriate and HIPAA compliant exchange of information among providers.
- Educate and assist members in finding self-referral services, e.g., family planning, mental health services, immunizations, and other services.
- Maintain a medical record for each Passport member. Providers must transfer a copy of the member's medical record to a new primary care provider if requested in writing and authorized by the member.
- During periods of absence, providers must arrange for coverage for normal office hours. Passport members must have access to service or referrals from the covering provider(s).
- Providers are required to offer interpreter services for all members with limited English proficiency. Interpreter services are covered by Medicaid. For forms and information contact the Medicaid/HMK *Plus* program at 444-4540.

IMPORTANT INFORMATION FOR PASSPORT PROVIDERS

Disenrolling a Passport member

You may choose to disenroll a Passport member for the following reasons:

- the provider/member relationship is mutually unacceptable
- the member has not established care
- the member is seeking primary care elsewhere
- the member fails to follow prescribed treatment
- the member is abusive
- the member could be better treated by a different type of provider, and a referral process is not feasible.
- the member consistently fails to show up for appointments

You cannot disenroll a Passport member for the following reasons:

- the disenrollment is due to discrimination (for any protected class)
- the member's health status has worsened
- the member's utilization of medical services
- the member's diminished mental capacity
- failure to pay co-pay or other bills
- the member's disruptive, uncooperative behavior is due to his or her special needs, except if continued enrollment seriously impairs the PCP's ability to furnish care to the member or other members. In this case, disenrollment must be approved by DPHHS.

If you choose to disenroll a Passport member, you must send a letter to the member explaining the reason for the dismissal and fax a copy of the letter to Passport Provider Relations at 406-442-2328. This ensures the member will be taken off your Passport list and will not be able to choose you as their PCP. *When you disenroll a member, you are required to provide the member with services or referrals for thirty days post disenrollment, to ensure access to continuous care.*

Billing Medicaid and HMK *Plus* Members

You cannot bill Medicaid or HMK *Plus* members for covered services you provide, except when you have an agreement with the member to do so. A member can be billed if you advise, *before services are rendered*, that Medicaid will not pay for treatment (if it is not a covered service, or requires a referral which you are unable to obtain) *and* the member signs a private pay agreement. The private pay agreement cannot be something every member signs which states they will be responsible for their bill if Medicaid does not pay. It must be specific to the service and date for which you will be billing the member. (ARM 37.85.406(11)(I))

Members cannot be balance billed for services for which Medicaid paid. Balance billing is billing the member for the difference between your customary charge and Medicaid's payment.

If a Medicaid claim is denied, your office is sent information regarding the reason for denial. Your office can call the Provider Help Line at 1-800-624-3958 with questions about a denial. Medicaid or HMK *Plus* members should *not* be directed to call Medicaid to resolve billing issues. Resolving billing issues with Medicaid is the responsibility of your office.

Copays or bills owed to a provider do not affect the Passport relationship. A member may not be denied services or disenrolled by the Passport provider due to unpaid bills.

Passport Provider Termination
The Department requires written notification 30 days prior to the termination date, including termination of one provider in a group practice. If a provider leaves your practice, and you have a group Passport number, the provider must be unlinked from your Passport number. Written notification must be sent to Passport Provider Relations Unit, P.O. Box 254, Helena, MT 59624.

Member Education, Provider Choice, and Auto-Assignment
Most people with Montana Medicaid and HMK *Plus* are required to participate in Passport to Health. Members are sent a *Passport Member Handbook* explaining the benefits of having a medical home and a letter encouraging them to choose a Passport provider. The letter includes a list of possible PCPs. The list is generated to suggest the best possible provider for a member. The program looks for previous Passport enrollment, family enrollment, claims history, tribal affiliation, and providers within a close proximity to the member's home. If someone with Passport does not choose a PCP, they will be assigned. *Over 75% of people eligible for Passport to Health choose their own PCP.*

Passport Enrollee Lists and Caseload Limits
A monthly Passport list will be mailed to each Passport provider (to the address provided on page 7 of this agreement) by the first day of each month. A Team Care list will accompany your Passport list if applicable (the Team Care list will include the name of the member's pharmacy to which all prescriptions must be written).

Passport providers may serve as many as 1,000 members per full time physician or mid-level practitioner, or a lesser amount as specified on the Passport Provider Caseload Management page. Passport providers that reach their caseload capacity have the opportunity to increase capacity by 10% or more in order to have more Passport members choose or be assigned to them.

IMPORTANT INFORMATION FOR PROVIDER-BASED CLINICS
If you practice in a provider based clinic, please read the following information.

A physician, clinic, or mid-level practitioner who practices primary care in a provider-based entity is *required* to participate in the Passport to Health and Team Care Programs. Further, they must:

- sign this Passport provider agreement
- accept auto-assignment
- not limit or restrict Medicaid or HMK Plus members unless the same limits or restrictions apply to non-Medicaid members.
- accept new Medicaid and HMK Plus members at the same rate as non-Medicaid members are accepted.
- only disenroll members from his or her caseload per this agreement and subject to approval by the Department

PLEASE COMPLETE AND SIGN THE ADDENDUM BELOW,
MAKE A COPY FOR YOUR RECORDS, AND MAIL TO:

Passport to Health
Provider Relations
PO Box 254
Helena, MT 59624
Phone number (800) 362-8312 Fax number (406) 442-2328

PASSPORT PROVIDER ENROLLMENT AND SIGNATURE INFORMATION
(PLEASE CHECK SECTIONS THAT APPLY):

SELECT SOLO PASSPORT PROVIDER OR GROUP PASSPORT PROVIDER TYPE

_____ **Solo Passport Provider** A solo Passport provider will be enrolled in the Program as an individual provider with one Passport number. The solo provider will be listed as the member's Passport provider. The solo provider will be responsible for managing his or her individual Passport caseload. Case management fees will be paid to the individual provider under the solo provider's Passport number, separate from fee-for-service reimbursement.

OR

_____ **Group Passport Provider** A group Passport provider will be enrolled in the Program as having one or more Medicaid providers practicing under one Passport number. The group name will be listed as the member's Passport provider. The participating providers will sign the group signature page and be responsible for managing the caseload. Case management fees will be paid under the group's Passport number, separate from the fee-for-service reimbursement. Please check one of the categories below that describes the kind of group Passport practice:

_____ Private Group Clinic

_____ Rural Health Clinic

_____ Federally Qualified Health Center

_____ Indian Health Service (IHS)

THE PASSPORT PROVIDER'S SPECIALTY IS:

_____ Family practice
_____ Internal medicine
_____ Obstetrics/gynecology
_____ Pediatrics
_____ General Practice (can include any above combination)
Other _____

COMPLETE THE FOLLOWING PASSPORT PROVIDER ENROLLMENT INFORMATION

PASSPORT PROVIDER NAME (GROUP NAME IF APPLICABLE)

STREET ADDRESS, CITY, STATE, ZIP CODE

MAILING ADDRESS, CITY, STATE, ZIP CODE

OFFICE TELEPHONE NUMBER	**CLINIC FAX NUMBER**	**AFTER HOURS PHONE NUMBER**

NPI ***(REQUIRED FOR SOLO ENROLLMENT)***	**TAX ID**	**GROUP NPI** ***(REQUIRED FOR GROUP ENROLLMENT)***

EMAIL ADDRESS

SOLO OR GROUP PASSPORT PCP (PRIMARY CARE PROVIDER) SIGNATURE

I CERTIFY AS A SOLO OR GROUP PASSPORT PROVIDER PARTICIPATING IN THE PRIMARY CARE PROVIDER AGREEMENT THAT THE INFORMATION PROVIDED IN THIS SIGNATURE ADDENDUM IS TRUE, ACCURATE, AND COMPLETE. I AGREE TO PROVIDE PASSPORT PRIMARY CARE CASE MANAGEMENT SERVICES UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ITS ENTIRETY. CHANGES TO PROGRAM ADMINISTRATIVE RULES OF MONTANA (ARM 37.86.5101-5104, 37.86.5110-5112, 37.86.5120, 37.86.5303, 37.86.5306) TAKE PRECEDENCE OVER AGREEMENT SPECIFICATIONS. FURTHER CLARIFICATION OF PROGRAM PROCESSES IS INCLUDED IN THE PASSPORT TO HEALTH PROVIDER HANDBOOK.

→

Signature of Authorized Representative for Provider	**Date Signed**

THIS AGREEMENT CANNOT BE PROCESSED IF ANY APPLICABLE LINE IS INCOMPLETE.
PASSPORT PROVIDER RELATIONS MUST BE NOTIFIED IN WRITING PROMPTLY
IF INFORMATION IN THIS AGREEMENT CHANGES.

GROUP PASSPORT PCP (PRIMARY CARE PROVIDER) SIGNATURE(S)

EACH PHYSICIAN AND MID-LEVEL PRACTITIONER EMPLOYED BY A GROUP PASSPORT CLINIC OR PHYSICIAN, WHO WILL BE PARTICIPATING AS A PASSPORT PCP (PRIMARY CARE PROVIDER), MUST SIGN THIS PASSPORT AGREEMENT, WHEREBY THE EMPLOYEE AGREES TO PROVIDE PASSPORT PRIMARY CARE CASE MANAGMENT SERVICES UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ITS ENTIRETY.

PRINT PROVIDER'S NAME	PROVIDER'S SIGNATURE	PROVIDER TYPE (SEE BELOW)	PROVIDER NPI
PROVIDER TYPES		P=PHYSICIAN CNP=CERTIFIED NURSE PRACTITIONER CNM=CERTIFIED NURSE MIDWIFE PA=PHYSICIAN ASSISTANT	

Passport Provider Caseload Management

The following questions will be used to manage your Passport caseload. The information you provide is not part of the Passport to Health contract and can be changed at any time by contacting Passport Provider Relations. This information will be used to assure you receive the members who are most appropriate for your practice. Information such as hours of operation and age restrictions will be provided to members to allow them to choose a PCP who best meets their needs. You cannot limit or restrict your caseload in a manner that results in discrimination of a protected class.

Each PCP will be assigned a maximum of 1000 members per provider unless you are a limited provider (specify below).

I would like to be a limited provider.
Please limit my caseload to _____ Passport members.

Ages:	_____	All ages	**Sex:**	_____	Female
	_____	Minimum age		_____	Male
	_____	Maximum age			

The PCP's regular business hours are:

_____	to	_____	Sunday
_____	to	_____	Monday
_____	to	_____	Tuesday
_____	to	_____	Wednesday
_____	to	_____	Thursday
_____	to	_____	Friday
_____	to	_____	Saturday

Please list any members who have been discharged from your practice. The Department will use this information to assure these members will not be assigned to your caseload.
(attach additional pages if necessary)

_____ _____

_____ _____

_____ _____

_____ _____

List languages (other than English) that are spoken in your office.

_____

CHIP Dental Provider Agreement and Signature

The provider certifies that the information provided on this enrollment form is to the best of the provider's knowledge, true, accurate, and complete and that the provider has read this entire form before signing. In consideration of CHIP payments made for appropriate medically necessary services rendered to eligible claimants, and in accordance with any restrictions noted herein, the provider agrees to the following:

The provider hereby agrees to comply with all applicable laws, rules and written policies pertaining to the Montana CHIP program, including but not limited to Title XXI of the Social Security Act, the Code of Federal Regulations (CFR), Montana Codes Annotated (MCA), Administrative Rules of Montana (ARM) and written Department of Public Health and Human Services (Department) policies, and the terms of this document.

The provider certifies that the care, services, and supplies for which the provider bills CHIP will have been previously furnished, the amounts listed will be due, and except as noted, no part thereof will have been paid. Payment for services made in accordance with established rates, schedules or methodologies will be accepted as payment in full.

The provider assures the Department that the provider is an independent contractor providing services for the Department and that neither the provider nor any of the provider's employees are employees of the Department under this enrollment form or any subsequent amendment. The provider is solely responsible for and shall meet all legal requirements, including payment of all applicable taxes, workers compensation, unemployment and other premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the provider and the employment of all persons providing services under this enrollment form.

The provider agrees to comply with those federal requirements and assurance for recipients of federal grants provided in OMB Standard Form 424B (7/97) which are applicable to the provider. The provider is responsible for determining which requirements and assurances are applicable to the provider. Copies of the form are available from the Department. The provider shall provide for the compliance of any subcontractors with applicable federal requirements and assurances. The provider, as provided by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., shall not pay federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal contract, the making of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

The provider agrees to comply with the applicable provisions of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794).

The provider may not, on the grounds of race, color, national origin, creed, sex, religion, political ideas, marital status, age or disability exclude persons from employment in, deny participation in, deny benefits to, or otherwise subject persons to discrimination under the CHIP program or any activity connected with the provision of CHIP services.

All hiring done in connection with the provision of CHIP services must be on the basis of merit qualifications genuinely related to competent performance of the particular occupational task. The provider, in accordance with federal Executive Orders 11246 and 11375 and 41 CFR Part 60, must provide for equal employment opportunities in its employment practices. The provider shall use hiring processes that foster the employment and advancement of qualified persons with disabilities.

The Provider agrees, in accordance with federal and state laws, regulations and policies including 45 CFR Subpart F or Part 431 pertaining to Medicaid recipients, to protect the confidentiality of any material and information concerning an applicant for or recipient of services funded with Medicaid monies. For purposes of the delivery of services under this Agreement, the Provider is a health care provider that must comply, as applicable, with the privacy and security requirements of the Health Insurance Portability And Accountability Act (HIPAA) of 1996 as adopted at 45 CFR Part 160 and Subparts A, C, and E of Part 164.

The provider agrees to make and maintain records, as required by applicable laws, regulations, rules and policies, which fully demonstrate the extent, nature and medical necessity of services and items provided to recipients, which support the fee charged or payment sought for the services and items, and which demonstrate compliance with all applicable requirements. The provider agrees to furnish on request to the Department, the United State Department of Health and Human Services, and any other authorized governmental agency or agent thereof any records maintained under applicable laws, regulations, rules and policies.

The provider agrees to comply with the disclosure requirements specified in 42 CFR, part 455, subpart B, including but not limited to disclosure of information regarding ownership and control, business transactions and persons convicted of crimes. Upon request, the provider agrees to provide to the Department and the U.S. Department of Health and Human Services the information required in 42 U.S.C.A. §1396b(s) pertaining to limitations on certain physician referrals.

The provider agrees to repay to the Department (1) the amount of any payment under the CHIP program to which the provider was not entitled, regardless of whether the incorrect payment was the result of Department or provider error or other cause, and (2) the portion of any interim rate payment that exceeds the rate determined retrospectively by the Department for the rate period.

The provider agrees to notify Xerox at the address stated below within 30 days of a change in any of the information in this enrollment form.

The provider acknowledges that this enrollment is effective only for the category of services stated above and that a separate provider enrollment form must be submitted for each additional category of services (i.e., dental, eyeglasses, etc.) for which CHIP reimbursement is sought. Dental services that are covered as a medical service by the CHIP Third Party Administrative (TPA) Contract must be in accordance with the CHIP benefit plan. Claims for these dental services must be submitted to the TPA contractor and not directly to the Department.

I understand that payment of claims will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state law.

Printed Name of Individual Practitioner _____
Signature of Individual Practitioner _____ Date_____

Or for facilities and non-practitioner organizations:

Printed Name of Authorized Representative _____ Title/Position _____
Address _____ Telephone Number _____
Signature of Authorized Representative _____ Date _____

Xerox
Montana Provider Relations
P.O. Box 4936
Helena, MT 59604

CHIP Provider Agreement and Signature for Extended Mental Health Benefits for Children with a Serious Emotional Disturbance (SED)

The Provider certifies the information provided on this enrollment form is to the best of the Provider's knowledge true, accurate, and complete and the Provider has read this entire form before signing. In consideration of CHIP payments made for appropriate medically necessary services rendered to eligible claimants, and in accordance with any restrictions noted herein, the Provider agrees to the following:

The Provider states it is an enrolled Medicaid Provider and it may only continue as a Provider of benefits under the Children's Health Insurance Plan (CHIP) Extended Mental Health Benefits Plan for Children with SED if it remains a Medicaid Provider in good standing. The Provider acknowledges the terms and conditions of its Medicaid Provider enrollment agreement also apply to this agreement.

The Provider agrees to comply with all applicable laws, rules and written policies pertaining to the Montana CHIP program, including but not limited to: Title XXI of the Social Security Act, the Code of Federal Regulations (CFR), Montana Codes Annotated (MCA), Administrative Rules of Montana (ARM) and written Department of Public Health and Human Services (Department) policies, and procedure manuals and the terms of this document.

The Provider certifies that the care, services and supplies for which the Provider bills CHIP will have been previously furnished, the amounts listed will be due, and except as noted, no part thereof will have been paid. Payment for services made in accordance with established rates, schedules or methodologies will be accepted as payment in full. **THE PROVIDER'S AGREEMENT AND SIGNATURE ON THIS FORM SERVES AS NOTIFICATION TO THE PROVIDER THAT PAYMENT FOR SERVICES THROUGH THE CHIP EXTENDED MENTAL HEALTH BENEFITS FOR CHILDREN WITH SED WILL BE AT THE RATES PROVIDED IN THE MEDICAID MENTAL HEALTH AND MENTAL HEALTH SERVICE PLAN FEE SCHEDULE.**

The Provider assures the Department the Provider is an independent contractor providing services to CHIP enrollees and neither the Provider nor any of the Provider's employees are employees of the Department under this enrollment form or any subsequent amendment. The Provider is solely responsible for and shall meet all legal requirements, including payment of all applicable taxes, workers compensation, unemployment and other premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the Provider and the employment of all persons providing services under this enrollment form.

The Provider agrees to comply with those federal requirements and assurance for recipients of federal grants provided in OMB Standard Form 424B(7/97) which are applicable to the Provider. The Provider is responsible for determining which requirements and assurances are applicable to the Provider. Copies of the form are available from the Department. The Provider shall provide for the compliance of any subcontractors with applicable federal requirements and assurances. The Provider, as provided by 31 U.S.C. 1352 and 45 CFR 93.100 et. seq., shall not pay federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress, in connection with the awarding of any federal contract, the making of any cooperative agreement, or the extension, continuations, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

The Provider agrees to comply with the applicable provisions of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990 (42 U.S,C. 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

The Provider may not, on the grounds of race, color, national origin, creed, sex, religion, political ideas, marital status, age or disability exclude persons from employment in, deny participation in, deny benefits to, or otherwise subject persons to discrimination under the CHIP program or any activity connected with the provision of CHIP services. All hiring done in connection with the provision of CHIP services must be on the basis of merit qualifications genuinely 29 related to competent performance of the particular occupational task. The Provider, in accordance with federal Executive Orders 11246 and 11375 and 41 CFR Part 60, must provide for equal employment opportunities in its employment practices. The Provider shall use hiring processes that foster the employment and advancement of qualified persons with disabilities.

The Provider further agrees to, in accordance with relevant laws, regulations and policies, including the 1996 Department Policy on Confidentiality of Client Information and the Health Insurance Portability and Accountability Act (HIPAA), protect the confidentiality of any material and information concerning an applicant for or recipient of CHIP services.

The Provider agrees to make and maintain records, as required by applicable laws, regulations, rules and policies, which fully demonstrate the extent, nature and medical necessity of services and items provided to recipients, which support the fee charged or payment sought for the services and items, and which demonstrate compliance with all applicable requirements. The Provider agrees to furnish on request to the Department, the United States Department of Health and Human Services, and any other authorized governmental agency or agent thereof any records maintained under applicable laws, regulations, rules and policies.

The Provider agrees to comply with the disclosure requirements specified in 42 CFR, part 455, subpart B, including but not limited to disclosure of information regarding ownership and control, business transactions and persons convicted of crimes. Upon request, the Provider agrees to provide to the Department and the U.S. Department of Health and Human Services the information required in 42 U.S.C.A. §1396b(s) pertaining to limitations on certain physician referrals.

The Provider agrees to repay to the Department (1) the amount of any payment under the CHIP program to which the Provider was not entitled, regardless of whether the incorrect payment was the result of Department or Provider error or other cause, and (2) the portion of any interim rate payment that exceeds the rate determined retrospectively by the Department for the rate period.

The Provider agrees to notify Xerox at: Xerox Provider Enrollment Unit, P.O. Box 4936, Helena, MT 59604 within 30 days of a change in any of the information in this enrollment form.

The Provider acknowledges that this enrollment is effective only for the following services to the extent a CHIP enrollee qualifies for the service: Therapeutic Group Home; Therapeutic Family Care (moderate level); Day Treatment; Community Based Psychiatric Rehabilitation and Support (therapeutic aide); Individual therapy; Family therapy; and Respite Care. A separate Provider enrollment form must be submitted for any additional category of services for which CHIP reimbursement is sought.

I understand claims payment will be from federal and state funds and any falsification or concealment of a material fact may be prosecuted under federal and state law.

Printed Name of Individual Practitioner _____

Signature of Individual Practitioner _____ Date _____

Or for facilities and non-practitioner organizations:

Printed Name of Authorized Representative _____ Title/Position _____

Address _____ Telephone Number _____

Signature of Authorized Representative _____ Date _____

Xerox
Montana Provider Relations
P.O. Box 4936
Helena, MT 59604

Mental Health Services Plan
Provider Enrollment Addendum

NPI _____

The individual or entity identified below has applied for enrollment and is enrolled as a provider in the Montana Medicaid Program ("Medicaid"), and has also requested enrollment as a provider under the Mental Health Services Plan established in ARM Title 46, Chapter 20 (the "Plan").

In consideration of enrollment in the Plan and Plan payments made to the Provider for covered medically necessary services under the Plan, the Provider acknowledges and agrees to the following:

As a condition of participation in the Plan, the Provider must be and remain enrolled as a Medicaid Provider. Participation in the Plan shall be limited to the category or categories of services which is a covered service under the Plan and for which the Provider is enrolled in Medicaid.

The Provider agrees to comply with and be bound by all applicable laws, regulations, rules and written policies pertaining to the Plan, and those Medicaid laws, regulations, rules and written policies applicable under the Plan, including but not limited to the Montana Code Annotated, the Administrative Rules of Montana and written policies of the Department of Public Health and Human Services (DPHHS).

DPHHS is authorized to use the information contained in the Provider's Medicaid Provider Agreement for purposes of administering the Plan. Provider acknowledges and agrees that the provisions of the Medicaid Provider Agreement shall apply to the Plan as if the Plan services were Medicaid services, except that this Addendum shall not be construed to make applicable to the Plan any provisions of State or Federal laws, regulations, rules and policies not otherwise applicable to the Plan.

Enrollment in the Plan under this Addendum shall be effective according to the same provisions applicable to Medicaid enrollment under ARM 46.12.302. This addendum shall terminate, without affecting the Provider's Medicaid Provider Agreement, upon written notice by DPHHS to the Provider or upon the termination of the Plan.

This Addendum shall be a part of the Provider's Medicaid Provider Agreement for purposes of governing the Provider's participation in the Plan. However, this Addendum shall not in any way reduce or modify the Provider's obligations under the Provider's Medicaid Provider Agreement with respect to participation or provision of services under the Montana Medicaid Program.

Printed Name of Individual Practitioner _____

Signature of Individual Practitioner _____ Date _____

Or for facilities and non-practitioner organizations:

Printed Name of Authorized Representative _____ Title/Position _____

Address _____ Telephone Number _____

Signature of Authorized Representative _____ Date _____

Comprehensive School and Community Treatment Services Contract

This contract contains boilerplate language that may be utilized and modified by the parties involved to specify the requirements appropriate for the School and CSCT provider. As with any legal document, your legal staff should review the contract prior to parties signing to ensure language meets the requirements of the involved parties.

SECTION 1. PARTIES. The Parties to this Comprehensive School and Community Treatment Contract (hereinafter "Contract") are:

> The Board of Trustees of School District No. ____, _____ County, a political subdivision of the State of Montana providing public education (hereinafter "School District"), and
>
> _____, a (Corporation/Partnership/Sole Proprietor) (hereinafter "Vendor") that holds all federal and state licenses required to provide Comprehensive School and Community Treatment Services (hereinafter "CSCT"). Vendor specifically represents that it is an entity that can satisfy all federal and state medical licensure requirements to enable School District to recoup Medicaid funds for costs incurred for the provision of CSCT.

SECTION 2. PURPOSE. The Parties enter into this Contract for the following purpose:

> Vendor will provide CSCT Services, according to the terms of this contract, to all School District students authorized by the School District to receive CSCT. As used in this agreement the term CSCT means Comprehensive School and Community Treatment.

SECTION 3. TERM OF CONTRACT. This Contract shall be effective as of _____, 20___, and shall continue in effect through _____unless terminated earlier as provided in Section 9 below.

SECTION 4. SERVICES TO BE PROVIDED BY VENDOR.

4.1. Vendor agrees to render CSCT services to School District in accordance with the Statement of Work attached hereto as Exhibit 1 and incorporated by reference. For all students, Vendor shall submit monthly progress reports, including service documentation, supporting the provision of CSCT services.

4.2. Vendor will maintain and submit to School District sufficient documentation of services to enable School District to bill for Medicaid covered services provided to Medicaid eligible children. Vendor will bill third party insurers for all CSCT Medical services provided to non-Medicaid eligible children in the amount, scope and duration required by the Montana Department of Public Health and Human Services to satisfy third party liability requirements. For those children ineligible for Medicaid and uninsured, Vendor will bill the parents for services rendered utilizing their fee schedule.

SECTION 5. CREATION AND RETENTION OF RECORDS.

5.1. The Vendor must create and maintain records of the services covered by this contract, including financial records, supporting documents, and such other records as are required by law or other authority.

5.2. Vendor shall maintain books, records, and documents in accordance with federal and state medical documentation requirements, accounting procedures and practices which sufficiently and properly reflect the services rendered and funds expended in connection with this Contract. All service/program notes, books, medical records, documents, or other materials associated with this Contract shall be subject to reasonable inspection, review, or audit by School District and/or the Montana Department of Public Health and Human Services and/or Centers for Medicare and Medicaid Services and their designees, during Vendor's usual business hours and upon prior notice. Vendor shall retain all medical service progress notes, student case files/ medical records, financial and other records pertaining to its work under this Contract for six (6) years three (3) months from the date of the completion, termination or expiration of this Contract or the conclusion of any audit pertaining to this Contract, whichever is later. If any litigation, review, claim or audit is started before the expiration of this period, the records must be retained until all litigation, reviews, claims or audit findings involving the records have been resolved.

SECTION 6. CHANGES TO VENDOR'S WORK WITHIN STATEMENT OF WORK.

6.1 School District may, at any time by written notice, make changes in the Vendor's work within the general scope of the Statement of Work. If any change under this section causes an increase or decrease in the Vendor's cost of, or time required for, the performance of any part of the work, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Contract shall be modified in writing accordingly. If the Parties cannot reach a mutually agreeable adjustment after good faith negotiations either Party may terminate this contract.

6.2. The parties agree to negotiate in good faith to revise this Contract in the event of:

6.2.1 Legislation or court action that affects this Contract or State Medicaid Coverage;

6.2.2 Changes in the funds available that affect this Contract; or

6.2.3 Other changes reasonably requested by School District necessary to make this Contract consistent with federal and state Medicaid billing requirements.

If the Parties cannot reach a mutually agreeable adjustment after good faith negotiations either Party may terminate this contract.

SECTION 7. SCHOOL DISTRICT'S OBLIGATIONS.

7.1. School District agrees to provide the Vendor with office space, phone, computer, printer, Internet and E-mail access, and reasonable office supplies.

7.2 School District agrees to provide the Vendor with the following additional services:

_____

_____

_____ (If none so note.)

SECTION 8. CONSIDERATION AND PAYMENTS.

8.1. Amount of compensation. School District shall pay Vendor in accordance the Payment Schedule attached hereto as Exhibit 2. Vendor agrees that such rates shall not increase during the term of this Contract.

8.2 Manner of Payment. Vendor shall prepare and submit to School District an invoice, by the tenth (10th) day of each month, showing CSCT student load, student Medicaid eligibility status and corresponding Medicaid number if applicable, services performed for each student, and the number of days for which services were provided to the student. School District shall pay the Vendor within thirty (30) days after receipt and approval of the invoice and any required supporting documentation.

SECTION 9. TERMINATION.

9.1 This Contract may be terminated with written notice prior to the expiration of the term of the Contract for the following reasons:

9.1.1 The District may immediately terminate the whole or any part of this contract for failure to perform the contract in accordance with the terms of the contract and other governing authorities.

9.1.2 Either Party shall have the right to terminate this Contract if the other Party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from the non-defaulting Party specifying such default.

9.1.3 This Contract may be terminated by School District upon written notice to the Vendor if:

9.1.3.1 The Montana Department of Public Health and Human Services (DPHHS) for any reason terminates Medicaid coverage of the CSCT program in the State of Montana

9.1.3.2 The DPHHS no longer allows the School District to recoup Medicaid reimbursement for the provision of CSCT services to Medicaid eligible children; and,

9.1.3.3 Vendor does not meet federal and state CSCT licensure and service requirements.

9.2 If this contract is terminated early School District shall compensate Vendor for services performed up to the date of written notice of termination less any amounts that are the subject of a good faith dispute. In no event, however, shall the amount payable to Vendor in connection with a termination exceed the total value of this Contract as set forth on Exhibit 2.

SECTION 10. CESSATION OF SERVICES, RETURN OF PROPERTY, COMPENSATION.

10.1 Upon the expiration of the term of this Contract, or earlier termination as provided in Section 9, Vendor shall: cease to provide CSCT services hereunder, submit any outstanding monthly progress reports, including service documentation and invoices described in Sections 4 and 5, and deliver to School District all property relating to the business and work of School District. Such property shall include but not be limited to all office space, phone, computer, printer, Internet and E-mail access, and reasonable office supplies.

10.2 Upon the expiration of the term of this Contract, or earlier termination as provided in Section 6, School District shall: compensate Vendor for services performed up to the date of written notice of termination less any amounts that are the subject of a good faith dispute. In no event, however, shall the amount payable to Vendor in connection with a termination exceed the total value of this Contract as set forth on Exhibit 2. School District's obligation to pay is contingent on the receipt from Vendor of monthly progress reports, including service documentation and invoices, and all School District property.

SECTION 11. STANDARD OF PERFORMANCE. Vendor warrants and represents that it possesses the special skill and professional competence, licensure, expertise and experience to undertake the obligations imposed by this Contract. Vendor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to devote such time as is necessary to perform the services required under this Contract. Vendor agrees to remove and replace any of its personnel who, in the sole judgment of School District, are not performing their responsibilities at an acceptable level.

SECTION 12. INDEMNIFICATION. Vendor agrees to defend, indemnify and hold School District harmless from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of (i) the negligence or willful misconduct of the Vendor, its employees or agents, and/or (ii) a breach by the Vendor of its obligations under this Contract. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

SECTION 13. INSURANCE.

13.1 General Liability. The Vendor must maintain, at its cost, primary standard general liability insurance coverage. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities that may arise in the provision of services under this contract. The insurance must cover claims as may be caused by any act, omission, or negligence of the Vendor and/or its officers, agents, employees, representatives, assigns or subcontractors.

13.1.1 The Vendor must provide general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The general liability insurance coverage must be obtained with combined single limits of $_____ (_____ Dollars) per occurrence and $_____ (_____ Dollars) aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

13.1.2 The School District, its officers, officials, agents, employees, and volunteers, are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Vendor, inclusive of the insured's general supervision of the Vendor, products and completed operations; and arising in relation to the premises owned, leased, occupied, or used by the Vendor.

THE RECOMMENDED COVERAGE FOR GENERAL LIABILITY INSURANCE IS $1,000,000 PER CLAIM AND $2,000,000 AGGREGATE PER YEAR. THE MINIMUM ALLOWABLE COVERAGE IS $_____ PER CLAIM AND $1,000,000 AGGREGATE PER YEAR. VARIATIONS MAY BE APPROVED BY THE BOARD OF TRUSTEES.

13.2 Automobile liability insurance.

13.2.1 Automobile insurance coverage is required when the Vendor is to transport student, when the transportation of students may occur as an activity related to the delivery of services or the delivery of services necessitates travel by Vendor or employees of the Vendor. Vendor's and School District's initials and date indicated automobile liability insurance is not required because Vendor will not transport students or travel as part of the performance of this contract.

	Initials	Date
Vendor	_____	_____
School District	_____	_____

13.2.2 If Section 13.2.1 is not initialed Vendor must provide proof of Automobile liability insurance and the following provision applies:

The Vendor must maintain, at its cost, automobile liability insurance coverage. The insurance must cover claims as may be caused by any act, omission, or negligence of the Vendor and/or its officers, agents, employees, representatives, assigns or subcontractors. The Vendor must provide automobile liability insurance inclusive of bodily injury, personal injury and property damage. The automobile liability insurance coverage must be obtained with combined single limits of $ _____ (_____Dollars) per occurrence and $ _____ (_____Dollars) aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

The School District, its officers, officials, agents, employees, and volunteers, are to be covered as additional insured for liability arising out of activities performed by or on behalf of the Vendor, inclusive of the Vendor's general supervision, or arising in relation to automobiles leased, hired, or borrowed by the Vendor.

THE RECOMMENDED AND MINIMUM COVERAGES ARE THE SAME AMOUNTS IDENTIFIED FOR GENERAL LIABILITY INSURANCE (SEE ABOVE).

13.3 Professional liability insurance. The Vendor must maintain, at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through this contract. The insurance must cover claims as may be caused by any

act, omission, or negligence of the Vendor and/or its officers, agents, employees, representatives, assigns or subcontractors, assigns or employees.

13.3.1 The Vendor must provide occurrence coverage professional liability insurance with combined single limits of $ _____ (_____Dollars) per occurrence and $ _____ (_____Dollars) aggregate per year, from an insurer with a Best's Rating of no less than A-.

THE RECOMMENDED AND MINIMUM COVERAGES ARE THE SAME AMOUNTS IDENTIFIED FOR GENERAL LIABILITY INSURANCE (SEE ABOVE).

13.3.2 In lieu of occurrence coverage, the Vendor may provide claims made coverage with three years of additional tail coverage at the discretion of the Board of Trustees.

13.3.3 The Vendor must provide to the District a copy of the certificate of insurance showing compliance with the requisite coverage. All insurance required under this contract must remain in effect for the entire contract period. The Vendor must provide to the District copies of any new certificate or of any revisions to the existing certificate issued during the term of this contract. The District may require the Vendor to provide copies of any insurance policies pertinent to these requirements, any endorsements to those policies, and any subsequent modifications of those policies.

13.3.4 The Vendor's insurance coverage is the primary insurance in respect to the School District, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the School District and its officers, officials, agents, employees, and volunteers is in excess of the Vendor's insurance and does not contribute with it.

13.3.5 Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District, the insurer must:

13.3.5.1 Reduce or eliminate such deductibles or self-insured retentions in relation to the District, its officials, employees, and volunteers; or

13.3.5.2 The Vendor must procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

SECTION 14. COMPLIANCE WITH LOCAL, STATE AND FEDERAL ORDINANCES STATUTES, REGULATIONS, RULES, AND POLICIES.

14.1 Vendor agrees to comply with all federal, state and local statutes, regulations, ordinances and rules as well as any and all School District policies and procedures relating, directly or indirectly, to vendor's performance hereunder, including but not limited to all applicable laws pertaining to licensing, civil rights, equal employment opportunity, drug-free work place, the Health Insurance Portability and Accountability Act of 1996, PL 104-91 (HIPAA) and procurement integrity.

14.2 Vendor represents that it is not presently suspended or debarred by any government agency ore regulatory agency, proposed for suspension or debarment by any government agency or regulatory agency or otherwise excluded from participating in procurement activities funded with federal monies.

14.3 The Vendor agrees to ensure compliance of its subcontractors, if any, with the applicable federal requirements and assurances.

SECTION 15. COMPLIANCE WITH LABOR LAWS.

15.1 This Contract shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement. Each Party to this Contract shall act as an independent contractor, and neither Party shall have the power to act for or bind the other Party except as expressly provided for herein.

15.2 Ineligible for Employee Benefits. Vendor and its employees shall not be eligible for any benefit available to employees of the School District, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

15.3 Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Vendor under this Contract. Vendor agrees to pay all state and federal taxes and other levies and charges as they become due on account of monies paid to Vendor hereunder, and to defend, indemnify and hold School District harmless from and against any and all liability resulting from any failure to do so.

15.4 Workers' Compensation Insurance. The Vendor, at all times during the term of this contract, must maintain coverage for the Vendor and the Vendor's employees, if any, through workers' compensation, occupational disease, and any similar or related statutorily required insurance program. The Contractor must provide the School District with proof of necessary insurance coverage.

15.5 The Vendor is solely responsible for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Vendor and any persons providing services on behalf of the Contractor under this contract.

15.6 The provision of this contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing or resulting from the Vendor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Vendor under this contract is an employee of the School District.

SECTION 16. LIAISONS.

16.1 The liaison for the School District is:

_____

_____

_____

The liaison for the Vendor is:

_____

_____

_____

These persons serve as the primary contacts between the Parties regarding the performance of this contract.

16.2 Written notices, reports and other information required to be exchanged between the Parties must be directed to the liaison at the parties' addresses set out in this contract.

SECTION 17. MISCELLANEOUS.

17.1 Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Contract, the prevailing Party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

17.2 Waiver, Modification, and Amendment. No provision of this Contract may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Contract shall not be deemed to be a continuing waiver or a waiver of any other provision. This Contract may be modified or amended only by a written contract executed by all of the parties hereto.

17.3 Governing Law; Venue. This Contract shall be governed and construed in accordance with the laws of the State of Montana, without regard to choice of law principles. The parties agree that the sole venue for legal actions related to this Contract shall be the state and U.S. Federal District courts in which the School District is located.

17.4 Assignment; Subcontracting. Neither this Contract nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by Vendor without the prior written approval of School District, which approval may be withheld in the sole and absolute discretion of School District.

17.5 Notices. All notices under this Contract will be in writing and will be delivered by personal service, facsimile, or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant Party, which initially shall be the address set forth on the signature page to this Contract. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

17.6 Partial Invalidity. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

17.7 Publicity. Neither Party shall make any public announcement concerning this Contract without the advance approval of the other Party. Notwithstanding the foregoing, if the parties are unable to agree on a mutually acceptable announcement, a Party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.

17.8 Waiver of any default, breach, or failure to perform under this contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not construed to be a modification of the terms of this contract unless reduced to writing as an amendment to this contract.

SECTION 18. ENTIRE CONTRACT. This Contract contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. The Parties through their authorized agents have executed this contract on the dates set out below.

SCHOOL DISTRICT

By _____ Date _____

_____ as _____

Typed/Printed Name Title

VENDOR

By _____ Date _____

_____ as _____

Typed/Printed Name Title

_____

_____

Address

_____

Phone Number

Exhibit 1
Statement of Work

The Vendor will provide the School District with the following services:

1. Meet all CSCT program staffing requirements as required by the Department of Public Health and Human Services;
2. Ensure all children within the school or the school district, as appropriate, who meet the described criteria for service, are considered for admission to the program;
3. Provide a program of services staffed by at least 2 mental health workers who work exclusively in the school;
4. Ensure that at least 1 of the 2 mental health workers are a licensed psychologist, licensed clinical social worker, or licensed professional counselor.
5. The CSCT team may provide up to 720 units of service per calendar month;
6. Develop and implement a CSCT plan of care in cooperation with the District for each enrolled child;
7. Provide treatment, crisis management and discharge planning services to enrolled children;
8. Provide regular updates of a child's plan of care to the District and pertinent agencies;
9. Provide for family involvement in treatment and discharge planning and in the course of treatment;
10. Provide continuing contact and information exchange with persons and agencies significantly involved in the child's treatment;
11. Provide the School District with the necessary support documentation to enable School District to bill Medicaid for services provided to Medicaid eligible children;
12. Ensure that all available financial resources for support of services including third party insurance and parent payment are utilized;
13. Bill for all third parties for services provided to non-Medicaid eligible children including family members; and
14. Ensure that services delivered are adequately documented to support the reimbursement received.

Exhibit 2
Payment Schedule

School District will reimburse Vendor according to the following payment schedule:

For Medicaid eligible children receiving Medicaid covered CSCT services, $ _____dollars per day/week/month for CSCT services rendered.

It will be the responsibility of the Vendor to recoup payment for CSCT services rendered to Non-Medicaid eligible children from all third party payers following the Department of Public Health and Human Services third party liability guidelines. For children that do not have third party insurance coverage, the Vendor agrees to bill the student or student's family following the Department of Public Health and Human Services sliding fee schedule for CSCT services provided to Non-Medicaid eligible, uninsured students.