



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
**DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION**  
BUREAU OF TENNCARE

**PROVIDER PAYMENT AND PARTICIPATION AGREEMENT**

STATE OF TENNESSEE MEDICAID/TENNCARE TITLE XIX PROGRAM

This Provider Payment and Participation Agreement (“Agreement”) includes the minimum standards to which the Applicant Provider or Provider Entity must adhere to be enrolled and maintain enrollment in the State of Tennessee’s Medicaid health care program known as TennCare, and to be eligible to receive payment for services provided to TennCare enrollees. Read this Agreement carefully.

By affixing an electronic signature to this Agreement,, the Provider or Provider Entity agrees to adhere to all the conditions listed below and certifies that they are aware that the Provider or Provider Entity may be denied payment for TennCare services or permission to participate in the program, or may be terminated by TennCare if any of the listed conditions are violated.

Provider or Provider Entity certifies that:

- 1) The information contained in this Agreement, including the information provided regarding ownership interests and individual sanctions or exclusions, is true, correct and complete. If the Provider or Provider Entity becomes aware that any information in this Agreement is not true, correct or complete, Provider or Provider Entity agrees to notify TennCare of this fact immediately.
- 2) If the Provider or Provider Entity prescribes scheduled drugs in the practice and is under a Federal Drug Enforcement Agency (DEA) restriction for prescribing and/or dispensing scheduled drugs, that the Provider or Provider Entity is complying with the terms of the restriction.
- 3) The Provider or Provider Entity will accept the Medicaid/TennCare payment plus any applicable patient liability as payment in full. Provider or Provider Entity acknowledges that federal law precludes payment for any services for which Federal Financial Participation is not available.
- 4) Provider or Provider Entity will maintain all necessary licenses and certifications in the State of Tennessee or in the State in which it practices or operates. Provider or Provider Entity also agrees to acquire or maintain any required federal licenses or certifications.
- 5) Provider or Provider Entity will maintain all Medicaid/TennCare member medical records and any other records pertaining to payments received under the Medicaid Program for a minimum of five (5) years from the date of service, unless a longer time period is required by federal or state law, or, until completion of any audits of which Provider or Provider Entity has been notified. Provider or Provider Entity agrees to provide access to and free copies of said records to TennCare, the Office of the Comptroller of the Treasury, and any federal or state health oversight agency, such as the Office of the Inspector General (OIG), the Tennessee Bureau of Investigations Medicaid Fraud Control Unit (TBI MFCU), the Department of Health and Human Services Office of Inspector General (DHHS OIG), the Department of Justice (DOJ), and any other authorized Federal or State agency, or their designees. In addition to surrendering medical or other records, Provider or Provider Entity and its employees are required to cooperate with the evaluating agency or entity in their investigation, as needed to explain or demonstrate office policies, records systems, business practices, conduct or other matters raised by the investigation.

- 6) Provider or Provider Entity will provide medical assistance at or above recognized standards of practice.
- 7) Provider or Provider Entity will comply with all contractual terms, Federal and State regulations, rules, bulletins, policies and manuals, and MCO provider manuals and bulletins.
- 8) Provider or Provider Entity acknowledges that failure to comply with Federal and State laws, regulations and rules may subject the Provider or Provider Entity to sanctions, up to and including termination for cause as defined in 42 C.F.R. § 455.101. These requirements include, but are not limited to the following:
  - Health Insurance Portability and Accountability Act (HIPAA)
  - Health Information Technology For Economic and Clinical Health Act (HITECH)
  - Civil rights and antidiscrimination laws
  - Stark, anti-kickback and exclusion laws
- 9) Provider or Provider Entity understands that payment by TennCare is conditioned upon the invoice, claim or bill and the underlying transaction complying with Medicaid laws, regulations, and program instructions including but not limited to, the Federal anti-kickback statute, the Stark law and federal requirements on disclosure, debarment and exclusion screening, and is conditioned on Provider or Provider Entity compliance with all applicable conditions of participation in Medicaid.
- 10) Provider or Provider Entity understands and agrees that each invoice, claim or bill submitted by Provider or Provider Entity to TennCare constitutes a certification that Provider or Provider Entity has complied with all applicable Medicaid laws, regulations and program instructions including but not limited to, the Federal anti-kickback statute and the Stark law, in connection with payment and the services provided under this Agreement.
- 11) Pursuant to 42 CFR §§ 455.18 and 455.19, Provider or Provider Entity attests that "I understand that payment and satisfaction of this claim will be from federal and state funds, and that any false claims, statements, documents, or concealment of a material fact, may be prosecuted under applicable federal and/or state laws." Acknowledgement by Provider or Provider Entity of this statement shall be made for all claims submitted by the Provider or Provider Entity by either an actual or electronic signature during either the claims submission or claims payment process.

I certify that on behalf of myself or the entity that I represent I agree to bind myself or said entity by these provisions.