

In applying for enrollment as a provider of goods and services in the Illinois Medical Assistance Program ("Program") administered by the Illinois Department of Healthcare and Family Services (hereinafter referred to as Illinois Medical Assistance), the provider applying for enrollment as a provider (hereinafter referred to as "the applicant") represents, agrees, and certifies as follows:

1. The undersigned has the legal authority to execute this Agreement on the applicant's behalf.
2. The applicant understands that enrollment in the Program does not guarantee participation in Illinois Medical Assistance managed care programs, nor does it replace or negate the contract process between a managed care entity and its providers or subcontractors.
3. All information furnished to Illinois Medical Assistance during the application process on any associated form is true, accurate, and complete.
4. The applicant has disclosed the name and address of each person with an ownership or control interest in the applicant or in any subcontractor in which the applicant has direct or indirect ownership of 5 percent (5%) or more.
5. The applicant agrees to submit, within 35 days of the date on a request by the Secretary or the Illinois Medical Assistance, full and complete information about the ownership of any subcontractor with whom the applicant has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the applicant and any wholly owned supplier, or between the applicant and any subcontractor, during the 5-month period ending on the date of the request.
6. The applicant will provide proper disclosure of all criminal convictions of any person associated with the applicant's business operations, including but not limited to owners, officers or principals, and persons with management responsibility.
7. When billing for any medical goods or services, the applicant will comply with all applicable terms, conditions, policies and procedures contained in the Illinois Medical Assistance Handbooks for Providers of Medical Services, the Illinois Administrative Code, statutes, provider bulletins, and program notifications.
8. The applicant will comply with the following provisions of federal law, which state the conditions and requirements under which participation in the Program is allowed: 42 CFR 455.104, 42 CFR 455.105, and 42 CFR 431.107.
9. Upon request, the applicant will allow authorized state or federal government agents to inspect, copy, or electronically scan any records pertaining to the delivery of goods and services to, or on behalf of, a Program recipient. These records include, but are not limited to, medical records, financial records, business records and any service contract(s) the applicant has with any billing agent/service or service bureau, billing consultant, or other health care provider.
10. The applicant will include a clause in all subcontracts related to the provision of goods and services to Program recipients that requires all subcontractors to provide state or federal government agents access to the subcontractor's accounting records and other documents needed to verify the nature and extent of costs and services furnished under the contract.

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11. The applicant is not currently, and has not been in the past, suspended, terminated, or excluded or barred from the Program by any state or by the U.S. Department of Health and Human Services, or from any state or federal healthcare program.
12. The applicant understands that disputed claims, including overpayments, may be adjudicated by Illinois Medical Assistance.
13. The applicant shall reimburse Illinois Medical Assistance for all overpayments, and the applicant acknowledges and accepts that the Program uses random sampling, which is a reliable and acceptable method for determining extrapolated overpayments.
14. The applicant shall accept all notifications of disputed claims, overpayments, and other administrative actions involving program payments and participation by electronic mail (email) at the address provided to Illinois Medical Assistance in the executed enrollment agreement, or by mail at the physical address of record.
15. The applicant agrees not to sell or provide their accounts receivable for the Program recipients to bill collection agencies, similar entities, or any other third party
16. The applicant agrees that they may be required to refund, or have payment recouped by the Illinois Medical Assistance for both the state and federal share of any overpayments, including erroneous payments, erroneously claimed payments, payments made for non-compliant claims, payments in excess of the amount allowed, fraudulent claims or claims identified in accordance with the exclusion provisions of 42 CFR 1001.1901(b).
17. The applicant shall immediately notify Illinois Medical Assistance in writing of any change in the email address or physical address provided in the executed enrollment agreement.
18. Failure to provide Illinois Medical Assistance with changes to the email address or physical address provided in the executed enrollment agreement will constitute waiver of service of Illinois Medical Assistance notifications and documents.
19. The applicant shall treat all information and, in particular, personally identifying information relating to recipients of the Program's services, which is obtained through its performance under this Agreement as confidential information in accordance with the provisions of 45 C.F.R. 205.50, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 and 164, Subparts A and E, and the Health Information Technology for Economic and Clinical Health Act (the HITECH Act) of the American Recovery and Reinvestment Act of 2009, as in effect on the date of this Agreement and as may be amended, modified, or renumbered and Public Law 104-191, the Social Security Act (42 U.S.C. §§1320d-2 through 1320d-7), and all other applicable federal and State laws and regulations, and shall not use any information so obtained in any manner except as otherwise permitted by this Agreement and as necessary for the proper discharge of its obligations and securing of its rights hereunder. The applicant will also comply with all HIPAA regulations (45 CFR Parts 160, 162, and 164), as applicable, for electronic protected health information and transactions.
20. No confidential data collected, maintained, or used shall be disseminated except as authorized by law and with the written consent of Illinois Medical Assistance.
21. Applicant shall not make inquiries by, or for, another agency, organization or individual without the prior knowledge and written consent of Illinois Medical Assistance.

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22. The applicant shall advise any personnel authorized on applicant's behalf who accesses the Program of the confidentiality of the Program, the safeguards required to protect the information within the Program, and the civil and criminal sanctions for noncompliance contained in the applicable federal and state laws.
23. The applicant shall deliver Security Awareness Training and HIPAA training for any personnel authorized on applicant's behalf and maintain a copy of the training received. The training shall include information about the responsibility of any personnel authorized on applicant's behalf for proper use and protection of the information within the Program, and the possible sanctions for misuse. All personnel authorized on applicant's behalf shall receive security awareness training and HIPAA training prior to accessing the Program, and at least annually thereafter. Such training shall address the Privacy Act of 1974, other federal and state laws governing computer security and the use and misuse of HIPAA/PII/IIHI/PHI and SSNs as applicable. The applicant shall make such records available to the Department within two working days of a request for such records. Such records are to be maintained for three (3) years.
24. Illinois Medical Assistance will obtain from each applicant a current list of any personnel authorized on applicant's behalf who have access to Social Security Administration (SSA) data disclosed under this application. Illinois Medical Assistance will ensure that applicants require any personnel authorized on applicant's behalf with authorized access to the SSA data disclosed under this application, to comply with the terms and conditions set forth in this application, and not to duplicate, disseminate, or disclose such data without obtaining SSA's prior written approval.
25. The applicant shall have appropriate procedures in place to report security or privacy incidents (unauthorized disclosure or use involving PHI/IIHI/PII/ and SSNs as applicable), or suspected incidents involving information within the Program. The applicant shall report confirmed and suspected incidents in either electronic or physical form to the Illinois Medical Assistance immediately upon discovery but in no case later than one (1) hour of discovery of the incident. The requirement for the applicant to report confirmed or suspected incidents involving the Program to Illinois Medical Assistance exists in addition to, not in lieu of, any user requirements to report to any other reporting agencies. If SSNs or other SSA-provided information is compromised, the applicant must contact the state security official designated, who will contact the SSA Regional Office representative, or report to the SSA's National Network Service Center (NNSC) toll free at 1-877-697-4889.
26. The applicant agrees to maintain adequate security controls in accordance with NIST SP 800-53 Recommended Security Controls for Federal Systems, Illinois Medical Assistance published enterprise security policies and guidelines, which are available on request.
27. This Agreement shall be governed by the laws of the State of Illinois and applicable federal law.
28. The provisions of this Agreement are severable. If any provision is held or declared to be illegal, invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as though the illegal, invalid or unenforceable provision had not been contained in this Agreement.
29. The applicant's failure or delay to exercise any right, power, privilege, or remedy in this Agreement will constitute a waiver. No provision of this Agreement may be waived by

Illinois Medical Assistance, except in writing and signed by an authorized representative of Illinois Medical Assistance requesting the waiver.

30. The applicant will comply with the 89 Ill. Admin. Code §140.12(e), and all requirements of 42 USC §1396a (a) (68), when applicable. Applicant will upon demand present documentation of, education of employees, contractors and agents regarding the federal False Claims Act (31 USC 2729-3733) that complies with all requirements of 42 USC 1396a (a) (68). Providers subject to this requirement include a governmental agency, organization, unit, corporation, partnership, or other business arrangement (including any Medicaid managed care organization, irrespective of the form of business structure or arrangement by which it exists), whether for-profit or not-for-profit, that receives or makes payments totaling at least \$5 million annually.
31. As a condition of enrollment, the applicant agrees and consents to be subject to enhanced oversight, screening, and review based on the risk of fraud, waste and abuse that is posed by the vendor. This includes, but is not limited to: criminal and financial background checks; fingerprinting; license, certification and authorization verifications; unscheduled or unannounced site visits; database checks; prepayment audit reviews; audits; payment caps; payment suspensions; and other screening as required by federal or State law.
32. The applicant agrees that the U.S. Department of Health and Human Services, its authorized representatives, and the Medicaid Fraud Control Unit of the Illinois State Police will have access to the same records and information as does the Illinois Medical Assistance.
33. The applicant acknowledges that they may be suspended or terminated from participation in the Program if convicted of a criminal offense under the Medicare or Medicaid Program, or if the Illinois Medical Assistance administratively determines that fraud exists, or for failure to disclose ownership information as required. Moreover, the applicant agrees that in the event their license is revoked, or they are disqualified through state action, or federal or Illinois Medical Assistance administrative action this Agreement is automatically terminated. All of the above are considered adverse actions. Claims cannot be submitted for any dates of service that occur while an adverse action is in effect.
34. Any violation of this Agreement shall be cause for immediate termination of this Agreement at the discretion of Illinois Medical Assistance.
35. In the absence of statements imprinted on all provider claim forms as specified in 42 CFR 455.18, the applicant agrees that for each claim they submit to the Program for payment, they are certifying their compliance with the following requirements as stated in 42 CFR 455.18, as though the statements and their signature were present on the claim form:
 - (1) This is to certify that the foregoing information is true, accurate, and complete.
 - (2) The applicant understand that payment of this claim will be from Federal and State funds, and that any falsification, or concealment of a material fact, may be prosecuted civilly or criminally under applicable Federal and State laws.

Long Term Care Providers

1. The Facility and Supportive Living Program Providers (SLPP) must be currently licensed by the State Survey Agency (SSA) and/or certified by Illinois Medical Assistance in accordance with applicable licensing or certification standards as contained in State laws or Federal regulations. If applicable, the Facility must be accredited by a National Accrediting Body. If the Facility is located outside Illinois, the Facility must be approved for Title XIX participation by its State's Title XIX Agency.
2. The Facility and SLPP must, on a continuing basis, comply with: the current rules and regulations for long term care facilities and SLPPs, Federal requirements specified in Title XIX of the Social Security Act and its implementing regulations; all applicable Federal and State laws and regulations including, but not limited to the requirement that Facilities and SLPPs must maintain written policies, procedures and materials concerning advance directives and give written information to all adults concerning their rights under State law to make decisions about their medical care; requirements set forth in the Provider Handbook; and the policies and procedures of Illinois Medical Assistance.
3. The Facility and SLPP must maintain and make available to Illinois Medical Assistance or its designee, on request, all records and signed Billing Certification(s) to disclose fully the nature and extent of services provided to recipients as well as physician's reports. The Facility and SLPP must maintain said records for not less than six(6) years from the date of service and maintain the Billing Certification for three (3) years from the voucher date to which it relates or for the time period required by applicable Federal and State laws, whichever is longer. If an Illinois Medical Assistance audit is initiated, the Facility and SLPP shall retain all original records until the audit is completed and every audit issue has been resolved, even if the retention period extends beyond the required period.
The State-Operated Facility must maintain and make available to Illinois Medical Assistance or its designee, on request, all records to disclose fully the nature and extent of services provided to recipients as well as physician's reports. The Facility must maintain said records for not less than six (6) years from the date of service.
4. The Facility and SLPP will cooperate at all times in making necessary information available to State and Federal personnel or their authorized representatives for such purposes as facility reviews, medical needs and service reviews, review of records and periodic review of resident care policies.
5. Pursuant to Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and regulations promulgated there under, the Facility and SLPP will provide services equally to all persons without regard to race, color, religion, sex, national origin or handicap.
6. If the SSA (or its agents) finds that deficiencies exist in violation of State or Federal regulations, SSA may deny, terminate or refuse to renew the Facility's license and/or Medicaid certification and this agreement will terminate subject to applicable notice and hearing requirements. If Illinois Medical Assistance finds that the Facility has failed to comply with any of the conditions or provisions of this agreement, participation in the Medical Assistance program may be terminated, subject to applicable notice and hearing requirements. A decision by the U. S. Department of Health and Human Services (hereinafter referred to as HHS) to deny or terminate

participation under Medicare shall be binding on the Facility for purposes of Medical Assistance participation for long term care services. A decision by a National Accrediting Body to deny or terminate accreditation shall be binding on the Facility for purposes of Medical Assistance participation for nursing care recipients.

For the SLPP, if Illinois Medical Assistance or its designee finds that there is noncompliance in violation of State regulations, Illinois Medical Assistance may terminate or suspend the SLPP's Medical Assistance certification and this agreement will terminate subject to applicable notice and hearing requirements. If Illinois Medical Assistance finds that the SLPP has failed to comply with any of the conditions or provisions of this agreement, participation in the Medical Assistance Program may be terminated, subject to applicable notice and hearing requirements.

7. The SLPP and Facility's (excluding State-Operated Facility) agreement and the current certification shall be binding on the new owner when the Facility and SLPP is sold, leased, moved to a new location or when operations are discontinued. The Facility and SLPP shall be responsible for repayment to Illinois Medical Assistance of any outstanding balances due Illinois Medical Assistance regardless of whether the outstanding balance was incurred by a current owner or operator or by a previous owner or operator. Illinois Medical Assistance may recover any such balance by recouping from amounts otherwise due the Facility and SLPP pursuant to 89 Ill. Adm. Code, 140.12.
8. The payment rate received by the Facility and SLPP from Illinois Medical Assistance or the Illinois Department of Human Services (IDHS) shall constitute the full and complete charge for services rendered. Additional payment, other than patient credits authorized by IDHS, may not be accepted. Payment of services under this agreement is made from Federal and State funds and any falsification or concealment of a material fact with regard to services provided or charges submitted may lead to prosecution or other appropriate legal action.
9. The SLPP and Facility (excluding State Operated Facilities) shall furnish to Illinois Medical Assistance or the HHS on request, information related to disclosure requirements and business transactions in accordance with 42 CFR Part 455. The SLPP and Facility agrees to submit, within 35 days after the date of such request by Illinois Medical Assistance or HHS, complete information about: (1) the name and address of each person with an ownership or control interest in the Medical Assistance provider; (2) the name and address of each person associated with any subcontractor providing services that the Medical Assistance provider has direct or indirect ownership of five percent or more; (3) whether any of the persons named in (1) and (2) is related to another as spouse, parent, child or sibling; (4) the name of any other health care entity that receives government funding in which a person with an ownership or control interest in the Medical provider also has an ownership or control interest; (5) the ownership of any subcontractor providing services with whom the Medical Assistance provider has had business transactions totaling more than \$25,000 during the 12-month period ending with the date of this request; (6) any significant business transactions between the Medical Assistance provider and any wholly owned supplier (total ownership, operator/licensee or person), or between the Medical Assistance provider and any subcontractor providing services during the five year period ending with the date of this request; and (7) the name of any person who has ownership or control

interest in the provider or is an agent or managing employee of the provider and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medical Assistance or the Title XX services program since the inception of those programs.

10. Prior to requesting reimbursement for developmental training (DT) services, the Facility (excluding SLPP and Specialized Mental Health Rehabilitation Facilities) must have contracted with one or more DT service providers whose DT programs are certified by IDHS. The contract must contain the minimum provisions required in 89 Ill. Adm. Code 140.652(a) through (f).
11. The SLPP and Facility (excluding State Operated Facility) agrees to electronically submit resident admission information and any changes to a current resident's status in compliance with 89 Ill. Adm. Code 140.20(c)(7) and 140.513 through the Medical Electronic Data Interchange (MEDI) or one of the Electronic Data Interchange (EDI) Vendors.
12. In accepting Illinois Medical Assistance payments the SLPP and Facility (excluding State-Operated Facilities) agrees that it shall review all remittance advices that accompany payments and shall certify that all services specified therein are a true, accurate and complete record of services rendered by the SLPP and Facility. Furthermore, the SLPP and Facility agrees to review, affix an original signature, and retain in its files the Billing Certification which is the last page of the remittance advice.
13. The Facility and SLPP agrees to exhaust all other sources of reimbursement as required by Illinois Medical Assistance Program policy prior to seeking reimbursement from Illinois Medical Assistance.
14. The Facility and SLPP agrees and understands that knowingly falsifying or willfully withholding information on the Provider Enrollment and/or the Provider Agreement may be cause for denial or termination of participation in the Illinois Medical Assistance Program. This agreement becomes effective upon acceptance by Illinois Medical Assistance.
15. The terms of this agreement are continuous and will not expire without notification from Illinois Medical Assistance.

Medical Assistance Provider - Pay To Providers

1. The applicant is employed by the business listed, now referred to as the "Pay To Provider," to provide Program services to eligible recipients at the service address listed.
2. The applicant who has designated a Pay To Provider shall use the applicant's Medical Assistance Provider Number when billing for Program services provided by the applicant to eligible recipients.
3. Where, as a condition of the applicant's employment, the applicant must turn over all payments for medical services to his or her employer, the applicant agrees that the employer designated as the applicant's Pay To Provider shall directly receive the payments made by the Program for applicant's services billed and paid for eligible recipients.
4. The Pay To Provider and the applicant shall notify Illinois Medical Assistance in writing after any change(s) in the employment relationship.

5. The Pay To Provider and the applicant agree to be jointly and severally liable for any and all Program overpayments.

Billing Agent Conditions

The Billing Agent represents, agrees, and certifies as follows:

1. The Billing Agent will participate within the Business-to-Business (B2B) Testing process. The Billing Agent must meet all required criteria before submitting claims.
2. Before billing for any medical services, the Billing Agent will review and fully comply with all applicable terms, conditions, policies and procedures contained in Illinois Medical Assistance Handbooks for Providers of Medical Services, the Illinois Administrative Code, statutes, provider bulletins, and program notifications.
3. All invoice information the Billing Agent submits to Illinois Medical Assistance on behalf of Program providers will be true, complete, and accurate.
4. The Billing Agent may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data, other acts of misrepresentation, or conspiracy to engage therein.
5. The Billing Agent must maintain claims data for six years from the date of the service and be able to reproduce claims data for resubmission or audit upon request from Illinois Medical Assistance, OIG, or any other state or federal law enforcement agency.
6. The Billing Agent will allow, upon request, authorized federal or state government agents to inspect, copy, and/or take any records I maintain on the services provided and billed on behalf of my client.

Trading Partner Provisions

Illinois Medical Assistance and its Trading Partner desire to facilitate the exchange of healthcare transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents.

1. **Companion Documents; Standards; Other Documentation.**
Illinois Medical Assistance makes available certain inbound and outbound Electronic Data Interchange (EDI) transaction sets/formats and related versions. From time to time during the term of this Agreement, Illinois Medical Assistance may modify supported transaction sets/formats. In submitting Transactions to Illinois Medical Assistance, the Trading Partner agrees to conform to Illinois Medical Assistance-issued provider publications and Illinois Medical Assistance Companion Guides as amended from time to time. The Illinois Medical Assistance Companion Guides, incorporated by reference herein, contain specific instructions for conducting each Transaction and as such supplement Implementation Guides issued under the Standards for Electronic Transactions mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended. The Illinois Medical Assistance Companion Guides are not intended to be complete billing instructions and do not alter or replace applicable physician guides or other healthcare provider billing publications issued by Illinois Medical Assistance or by other third party payers. The Trading Partner, or its vendor, or other authorized technical representative responsible for EDI software will document Trading Partner Information, data formats and related versions, trading partner

identifiers and other information Illinois Medical Assistance requires for receiving and transmitting specific Transactions supported by Illinois Medical Assistance.

2. Support.

As to software, equipment, and services associated with each party's performance under this Agreement, the parties agree to provide support services sufficient for Transactions to be exchanged. Each party will assist the other in establishing and/or maintaining support procedures, and will complete appropriate problem determination procedures prior to contacting the other with a support related matter. The parties agree to use all commercially reasonable efforts to avoid and resolve performance and unavailability issues. Each party will perform remedial action, as requested by the other, to assist in problem resolution. Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively and reliably transmit and receive transactions.

3. Data Retention.

Illinois Medical Assistance will log all Transactions for the purpose of problem investigation, resolution, and servicing. The Trading Partner is responsible for maintaining and retaining its own records of data submitted to Illinois Medical Assistance. Trading Partners who are healthcare providers will ensure that electronic healthcare claims submitted to Illinois Medical Assistance can be readily associated and identified with the correct patient medical and business office records, and that these records are maintained in a manner that permits review, and for the time period as may be required by Illinois Medical Assistance or other third party payer responsible for claim payment.

4. Inspection.

Upon request, the Trading Partner will allow authorized state or federal government agents to inspect, copy, or electronically scan any records the Trading Partner maintains pertaining to the delivery of goods and services to, or on behalf of, a Medical Assistance Program recipient. These records include, but are not limited to, medical records, financial records, business records and any service contract(s) the Trading Partner has with any billing agent/service or service bureau, billing consultant, or other healthcare provider.

5. Proper Receipt and Verification for Transactions.

Upon proper receipt of any ANSI ASC X12N Standard Transaction, the receiving party shall promptly and properly transmit a functional acknowledgement in return, unless otherwise specified. The functional and interchange acknowledgements must be accepted and reviewed, when applicable, to confirm the receipt of a Transaction. The ability to send or receive functional acknowledgements is applicable only to ANSI ASC X12N Standard Transactions. Additionally, Illinois Medical Assistance originated outbound Transactions must be accepted and reviewed, when appropriate, to obtain Illinois Medical Assistance's response to specific inbound Transactions. The acknowledging party does not attest to the accuracy of the data contained in the transmission; rather, it only confirms receipt of the transmission.

6. Liability.

Illinois Medical Assistance shall be excused from performing any EDI service or function, in whole or in part, as a result of an act of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including shortages

or fluctuations in electrical power, heat, light, or air conditioning. Neither party shall be liable for any indirect, special, or consequential damages arising out of any access, use, or any reliance upon, the EDI services Illinois Medical Assistance provides to the Trading Partner. Illinois Medical Assistance assumes no responsibility for claims preparation, review, information accuracy, pricing, adjudication, payment, adjustment, accounting, reconciliation or any other matter related to the claims transmitted for delivery to other third party payers. The Trading Partner agrees to defend, indemnify, and hold Illinois Medical Assistance harmless from and against any and all claims, losses, and actions, including all costs and reasonable attorney fees, caused by the Indemnifying Party or any subcontractor, agent, person or entity under the Indemnifying Party's control, in connection with electronic Transactions.

7. Standard Transactions.

All Standard Transactions, as defined by HIPAA, will be conducted by the parties using only code sets, data elements, and formats specified by the Transaction Rules and instructions in the HFS Companion Guides. The parties agree that when conducting Standard Transactions, they will not change the definition, data condition, or use of a data element or segment in a standard, add data elements or segments to the maximum defined data set, use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s), or change the meaning or intent of the HIPAA standards implementation specifications.

8. Testing.

All new Trading Partners will cooperate with Illinois Medical Assistance upon request in testing processes prior to submission of production data. Existing Trading Partners will cooperate with Illinois Medical Assistance upon request in testing processes for any changes in submission format prior to submission of production files. Illinois Medical Assistance will notify the Trading Partner of the effective date for production data after successful testing.

9. Data and Network Security.

The parties shall comply with the HIPAA Security Rule (45 CFR Part 160 and Part 164, Subparts A and C) and use reasonable security measures to protect the integrity of data transmitted under this Agreement and to protect this data from unauthorized access. The Trading Partner shall comply with Illinois Medical Assistance data and network security requirements, which may change from time to time and as may be required by the HIPAA security regulations.

10. Automatic Amendment for Regulatory Compliance.

This Agreement will automatically be amended to comply with any final regulation or amendment to a final regulation adopted by the U.S. Department of Health and Human Services concerning the subject matter of this Agreement upon the effective date of the final regulation or amendment.

11. Miscellaneous.

Trading Partner Provisions 3 and 8 shall survive termination of this Agreement. The Trading Partner will notify Illinois Medical Assistance of any changes in trading partner information supplied including, but not limited to, the name of the service bureau, billing service, recipient of remittance file, or provider code at least 30 calendar days prior to the effective date of such change.

Waiver Program Providers

Waiver Program providers in the Illinois Medical Assistance Program represent, agree, and certify the following:

1. The provider shall, on a continuing basis, comply with all current and future program policy provisions as set forth in any applicable Program handbooks/agreements with the appropriate administering Waiver Agency. Illinois Medical Assistance or Waiver Agency, as appropriate, shall notify the Provider of changes in policy 30 days before the effective date of the change unless there is an emergency, as defined in the Administrative Procedure Act, or the change is to comply with State or Federal law or regulation.
2. The provider shall, on a continuing basis, comply with applicable licensing or certification standards as contained in State laws or regulations.
3. The provider shall comply with Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and regulations promulgated thereunder which prohibit discrimination on the grounds of sex, race, color, national origin or disability.
4. The provider shall, on a continuing basis, comply with Federal standards specified in Title XIX of the Social Security Act, and also with all applicable Federal and State laws and regulations.
5. The Provider shall invoice Waiver Agency for Medical Assistance covered services; Waiver Agency will arrange payment for covered services from Illinois Medical Assistance, as is outlined in the Social Security Act, Section 1902 (a) (27) and (a) (32).
6. Payments to the Provider under this Agreement shall constitute payment in full. Any payments received by the Provider from other sources shall be shown as a credit and deducted from the Provider's charges.
7. The Provider shall be fully liable for the truth, accuracy, and completeness of all claims for payment submitted electronically or in hard copy. Furthermore, the Provider agrees to review, affix an original signature on, and retain in their files the billing certification. Any false or fraudulent claim or claims or any concealment of a material fact may be prosecuted under applicable Federal and State laws.
8. The Provider shall maintain all records necessary to fully disclose the nature and extent of services provided to individuals under Articles V, VI, and VII of the Public Aid Code. The Provider shall maintain said records for not less than six (6) years from the date of service or as required by applicable Federal and State laws, whichever is longer, and shall furnish these records upon demand when so requested by Illinois Medical Assistance, the Waiver Agency or their designees. If an Illinois Medical Assistance or a Waiver Agency audit is initiated, the Provider shall retain all original records until the audit is completed and every audit issue has been resolved, even if the retention period extends beyond the required period.
9. If not a practitioner, the Provider shall comply with the Federal regulations requiring ownership and control disclosure found at 42 CFR Part 455, Subpart B.
10. The Provider shall exhaust all other sources of reimbursement as required by Medical Assistance Program policy prior to seeking reimbursement from Illinois Medical Assistance.

11. The Provider shall be fully liable to Illinois Medical Assistance and the Waiver Agency for any overpayments which may result from the Provider's billings to Illinois Medical Assistance and the Waiver Agency. The Provider shall be responsible for promptly notifying Illinois Medical Assistance and the Waiver Agency of any overpayments of which the Provider becomes aware. Illinois Medical Assistance and the Waiver Agency shall recover any overpayments by setoff, crediting against future billings or by requiring direct repayment to Illinois Medical Assistance and the Waiver Agency.
12. The Provider (if a hospital, nursing facility, hospice, home health care provider, or personal care services provider) shall comply with Federal requirements, found at 42 CFR Part 489, Subpart I, related to maintaining written policies and providing written information to patients regarding advance directives.
13. There has not been a prohibitive transfer of ownership interest to or in the provider by a relative who is terminated or barred from participation in the Program pursuant to 305 ILCS 5/12 - 4.25.
14. The Provider shall furnish to Illinois Medical Assistance or the U.S. Department of Health and Human Services (hereinafter referred to as "HHS") on request, information related to business transactions in accordance with 42 CFR 455.105 paragraph (b). The Provider agrees to submit, within 35 days after the date of such request by Illinois Medical Assistance or HHS, 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.
15. Knowingly falsifying or willfully withholding information on the Provider Enrollment Application and/or the Agreement for Participation may be cause for termination of participation in the Illinois Medical Assistance Program.
16. The Provider, if a community developmental disabilities provider per the definitions and requirements of 59 Ill. Admin. Code 115 to 120, shall maintain compliance with applicable parts of the most recently updated Attachment A to the Department of Human Services grant agreement (available via <http://www.dhs.state.il.us/page.aspx?item=29741>).
17. The Provider, if a home services program provider per the definitions and requirements of 89 Ill. Admin. Code Part 686, shall maintain compliance with applicable parts of the most recently updated Attachment D to the Department of Human Services grant agreement (available via <http://www.dhs.state.il.us/page.aspx?item=29741>).

Personal Assistant or Private Duty Certified Nurse Aide Providers

I, a Personal Assistant or Private Duty Certified Nurse Aide in the Medical Assistance Program agree, represent, and certify as follows:

1. I shall comply with all requirements set forth in the Home Services Customer/Provider Agreement (IL488-1947).

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2. I shall not to discriminate in the provision of services based on the grounds of sex, race, color, national origin or disability.
3. I shall comply with the Personal Assistant requirements as set forth in 89 Ill. Adm. Code 686.10, or the Certified Nurse Aide requirements as set forth in 77 Ill. Adm. Code 395.
4. I shall voluntarily assign the responsibility for payment to me for the services I provide to customers of the Department of Human Services Division of Rehabilitation Services (DHS-DRS).
5. I shall accept payment from the State of Illinois for services provided, as payment in full.
6. I shall be accurate, complete and truthful in the completion of the HOME SERVICES TIME SHEET (L488-2251), and by signing the IL488-2251, I agree to be fully liable for the information the form contains (Any submission of false or fraudulent billing, or any concealment of information relevant to the payment of these bills may be prosecuted under applicable Federal and State laws).
7. I shall maintain a copy of the completed IL488-2251 and any other records related to the billing for services paid by the Division of Rehabilitation Services (These records must be maintained for at least three (3) years from the date the service was billed).
8. I shall notify DHS-DRS if there is an overpayment for any service provided and return any overpayment to the State of Illinois.
9. I agree that should the information provided be incomplete, inaccurate or falsified, it may be cause for my termination as a DHS-DRS provider under the Home Services Program.

Telepsychiatry and Group Psychotherapy Providers

Telepsychiatry and group psychotherapy service providers in the Illinois Medical Assistance Program agree, represent, and certify as follows:

1. I have completed either a general psychiatric residency program or a child/adolescent psychiatric residency program. I agree to provide HFS with the name of the program and the date on which I completed the program. I further agree that my acceptance of these Terms and Conditions certifies, under penalties of perjury, that the information I have provided on my residency program is true, accurate and complete.

Alcohol and Substance Abuse Providers

Alcohol and substance abuse providers in the Illinois Medical Assistance Program agree, represent, and certify as follows:

1. I shall notify Illinois Medical Assistance of any significant injury, suicide attempt or death at the facility, in order to allow Illinois Medical Assistance and the Department of Public Health to investigate the incident.

2. The Provider, if a substance abuse treatment and intervention provider per the definitions and requirements of 77 Ill. Admin. Code 2060 and 2090, agrees that it will maintain compliance with applicable parts of the most recently updated Attachment C to the Department of Human Services grant agreement (available via <https://www.dhs.state.il.us/page.aspx?item=122705>).

Community Mental Health Providers

Community Mental Health providers in the Illinois Medical Assistance Program agree, represent, and certify as follows:

1. The provider, if a community mental health provider per the definitions and requirements of 59 Ill. Admin Code 132, agrees that it will maintain compliance with applicable parts of the most recently updated Attachment B to the Department of Human Services grant agreement. (available via <https://www.dhs.state.il.us/page.aspx?item=122705>)
2. The provider agrees that it will maintain compliance with all applicable parts of 89 Ill. Admin Code 140.
3. The provider shall, with 30 days advance written notice from the Department, enroll each individual staff member, as detailed by the Department, in the HFS IMPACT System and associate those staff with the provider, pursuant to the direction of the Department.
4. The provider shall complete all required data collection and entry requirements of the Integrated Assessment and Treatment Plan (IATP), as required by Department policy and procedure, in a format as required by the Department.

Behavioral Health Clinic (BHC) Providers

Behavioral Health Clinic providers in the Illinois Medical Assistance Program agree, represent, and certify as follows:

1. The Provider agrees that it will maintain compliance with all applicable parts of 89 Ill. Admin. Code 140, including, but not limited to: 1) Section 140.453, pertaining to service definitions; 2) 140.499, pertaining to the requirements of BHCs; and 140. Table O, pertaining the requirements of a BHC.
2. The provider shall, with 30 days advance written notice from the Department, enroll each individual staff member, as detailed by the Department, in the HFS IMPACT System and associate those staff with the provider, pursuant to the direction of the Department.
3. The provider shall complete all required data collection and entry requirements of the Integrated Assessment and Treatment Plan (IATP), as required by Department policy and procedure, in a format as required by the Department.

Mobile Crisis Response Providers - General

Mobile Crisis Response providers in the Illinois Medical Assistance Program agree, represent, and certify as follows:

1. The provider shall be responsible for complying with 59 Ill. Admin. Code 131, 89 Ill. Admin. Code 139, and 89 Ill. Admin Code 140.453, and with all current and future program policy provisions as set forth in the Illinois Medical Assistance Handbook for

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Providers of Mobile Crisis Response Services. Illinois Medical Assistance shall notify the provider of changes in policy 30 days before the effective date of the change unless there is an emergency, as defined in the Administrative Procedure Act, or the change is to comply with State or Federal law, regulation, or court order.

2. The provider shall complete all required data collection and entry requirements associated with Mobile Crisis Response service delivery, as outlined in the Handbook for Providers of Mobile Crisis Response Services, requiring access to a computer with High Speed/Broadband Internet and email access for program staff.
3. The provider shall establish and maintain Mobile Crisis Response services that are available 365 days per year, 24 hours per day.
4. The provider shall respond in-person to all requests for crisis response services within 90 minutes after receiving the referral. Whenever possible, the screening shall be conducted where the crisis is occurring. If the screening occurs at an alternative location, the provider shall record the location and reasons for utilizing an alternative location.
5. Following a crisis episode, the provider shall link all recipients of Mobile Crisis Response services to the qualified community provider of the consumer's preference, when a preference is identified, for the purposes of providing access to the follow-up community mental health and allied services necessary for ongoing stabilization and treatment.
6. Upon acceptance of these enrollment terms and conditions, the provider shall notify Illinois Medical Assistance in writing of any legal relationship that exists between the provider and a hospital. The provider shall include a description of the following: how the hospital functions are separate from any other community mental health functions of the provider, how the governance of the Mobile Crisis Response services is separate from the hospital, a distinct organization/ management separation between the crisis screening and the hospital part of the provider's structure, and how a conflict of interest will not occur between the community mental health and the hospital parts of the provider's organization. The provider shall notify Illinois Medical Assistance within 30 days of any changes in the provider's legal relationship with a hospital.
7. The provider shall file an annual cost report with Illinois Medical Assistance consistent with the format and process requirements outlined in the Handbook for Providers of Mobile Crisis Response Services.
8. The provider shall perform background checks on all staff in accordance with the standards as set forth in the Department of Children and Family Services' (DCFS) rules, regulations, procedures, and protocols at the expense of the provider.
9. The provider acknowledges the immediate reporting requirements outlined in the Handbook for Providers of Mobile Crisis Response Services and the applicability of these reporting requirements upon the provider and its staff, including but not limited to the following: 1) significant events, changes in family circumstances, or unusual

- incidents involving a Youth in Care; 2) suspected child abuse or neglect consistent with the provider's responsibilities as a Mandated Reporter under the Abused and Neglected Child Reporting Act; 3) suspected abuse or neglect consistent with the provider's responsibilities under 59 Ill. Admin Code 50; and 4) suspected financial fraud and abuse in the Medical Assistance Program or Child Support Enforcement Program.
10. The provider shall attend all mandated regional and other required meetings and trainings when notified more than 14 days in advance by the Department.

Mobile Crisis Response Providers – Designated Service Area

Mobile Crisis Response providers assigned a designated Service Area in the Illinois Medical Assistance Program agree, represent, and certify as follows:

1. The provider shall be responsible for complying with 59 Ill. Admin. Code 131, 89 Ill. Admin. Code 139, and 89 Ill. Admin Code 140.453, and with all current and future program policy provisions as set forth in the Illinois Medical Assistance Handbook for Providers of Mobile Crisis Response Services. Illinois Medical Assistance shall notify the provider of changes in policy 30 days before the effective date of the change unless there is an emergency, as defined in the Administrative Procedure Act, or the change is to comply with State or Federal law, regulation, or court order.
2. The provider shall provide Illinois Medical Assistance with a minimum of 90 days written notice in the instance that the provider is unable or unwilling to continue providing services as outlined in this Agreement and all applicable Handbooks for Providers of Mobile Crisis Response Services, the Family Support Program (FSP), and the Specialized Family Support Program (SFSP). The provider shall work collaboratively with Illinois Medical Assistance in such an instance to transition Mobile Crisis Response responsibilities with as minimal impact to Program recipients as possible.
3. The provider shall serve as the designated service provider for all individuals who present or reside in the provider's identified geographic area, as defined by the Department, and who are determined by the Illinois Medical Assistance Program as eligible for the Screening, Assessment and Support Services (SASS) program, Family Support Program (FSP) and the Specialized Family Support Program (SFSP).
4. The provider shall complete all required data collection and entry requirements associated with the SASS, FSP and SFSP programs, as outlined in the applicable Handbooks for Providers of Mobile Crisis Response Services, the Family Support Program (FSP), and the Specialized Family Support Program (SFSP), requiring access to a computer with High Speed/Broadband Internet and email access for program staff.
5. The provider shall establish and maintain Mobile Crisis Response services that are available 365 days per year, 24 hours per day. The provider shall accept all referrals from the Crisis and Referral Entry Service (CARES) crisis line on a no-decline basis within 30 minutes of the referral, regardless of the public funder. The provider shall establish protocols for collecting and recording information necessary for responding to the referral from the CARES crisis line upon first live contact with the provider or its agent.
6. The provider shall respond in-person to all requests for crisis response services within 90 minutes after receiving the referral from the CARES crisis line or from other

appropriate referral sources. The provider shall conduct an in-person assessment and screening for every recipient referred to the provider by the CARES crisis line. Whenever possible, the screening shall be conducted where the crisis is occurring. If the screening occurs at an alternative location, the provider shall record the location and reasons for utilizing an alternative location.

7. Following a crisis episode, the provider shall link all recipients of Mobile Crisis Response services to the qualified community provider of the consumer's preference, when a preference is identified, for the purposes of providing access to the follow-up community mental health and allied services necessary for ongoing stabilization and treatment.
8. Upon acceptance of these enrollment terms and conditions, the provider shall notify Illinois Medical Assistance in writing of any legal relationship that exists between the provider and a hospital. The provider shall include a description of the following: how the hospital functions are separate from any other community mental health functions of the provider, how the governance of the Mobile Crisis Response services is separate from the hospital, a distinct organization/ management separation between the crisis screening and the hospital part of the provider's structure, and how a conflict of interest will not occur between the community mental health and the hospital parts of the provider's organization. The provider shall notify Illinois Medical Assistance within 30 days of any changes in the provider's legal relationship with a hospital.
9. The provider shall notify Illinois Medical Assistance in writing at least 30 days in advance of its intention to begin utilizing subcontractors or partners in the provision of the services required under this Agreement. The provider shall require all subcontractors or partners to enroll with Illinois Medical Assistance. The provider acknowledges it is responsible for ensuring its subcontractor or partner's compliance with the policies outlined in all applicable Handbooks for Providers of Mobile Crisis Response Services, the Family Support Program (FSP), and the Specialized Family Support Program (SFSP).
10. The provider shall file an annual cost report with Illinois Medical Assistance consistent with the format and process requirements outlined in all applicable Handbooks for Providers of Mobile Crisis Response Services, the Family Support Program, and the Specialized Family Support Program.
11. The provider shall perform background checks on all staff in accordance with the standards as set for the in the Department of Children and Family Services' (DCFS) rules, regulations, procedures, and protocols. DCFS is responsible for the administration of and payment for such background checks.
12. The provider acknowledges the immediate reporting requirements outlined in all applicable Handbooks for Providers of Mobile Crisis Response Services, the Family Support Program (FSP), the Specialized Family Support Program (SFSP) and the applicability of these reporting requirements upon the provider and its staff, including but not limited to the following: 1) significant events, changes in family circumstances, or unusual incidents involving a Youth in Care; 2) suspected child abuse or neglect consistent with the provider's responsibilities as a Mandated Reporter under the Abused and Neglected Child Reporting Act; 3) suspected abuse or neglect consistent with the provider's responsibilities under 59 Ill. Admin Code 50; and 4) suspected financial

fraud and abuse in the Medical Assistance Program or Child Support Enforcement Program.

13. The provider shall attend all mandated regional and other required meetings and trainings when notified more than 14 days in advance by the Department.

Care Coordination and Support Organization Providers

Care Coordination and Support Organization (CCSO) providers in the Illinois Medical Assistance Program agree, represent, and certify as follows:

1. The provider shall be responsible for complying with all applicable laws and administrative rules, including but not limited to 89 Ill. Admin. Code 140.453 and 89 Ill. Admin. Code 141, and with all current and future program policy provisions as set forth in the Illinois Medical Assistance Handbook for Care Coordination and Support Organizations. Illinois Medical Assistance shall notify the provider of changes in policy at least 30 days before the effective date of the change unless there is an emergency, as defined in 5 ILCS 100/5-45, or the change is to comply with State or Federal law, regulation, or court order.
2. The provider shall provide Illinois Medical Assistance with a minimum of 90 days written notice before any discontinuation or termination of the provision of services as outlined in this Agreement and the Illinois Medical Assistance Handbook for Care Coordination and Support Organizations. The provider shall work collaboratively with Illinois Medical Assistance in such an instance to transition CCSO responsibilities with as minimal impact to Program recipients as possible.
3. The provider maintains a physical site within one of the Illinois counties within the Designated Service Area (DSA) the provider is approved to serve. If the provider is approved to serve multiple DSAs, the provider maintains a physical site within one of the Illinois counties within each DSA it is approved to serve.
4. The provider maintains the capacity to serve, on a no-decline basis, all customers who present or reside in the CCSO's DSA and who are determined by HFS as eligible for the Pathways to Success (Pathways) program, the Family Support Program (FSP), and the Specialized Family Support Program (SFSP).
5. The provider has obtained and will maintain a Program Approval for Crisis Services pursuant to 89 Ill. Admin. Code 140 Table N and corresponding IMPACT enrollment.
6. The provider shall complete all required data collection and entry requirements associated with the Pathways program, FSP, and SFSP service delivery, as outlined in the Illinois Medical Assistance Handbook for Care Coordination and Support Organizations or other Department policy provisions and guidance. The provider shall have access to a computer with High Speed/Broadband Internet and email access for program staff to complete the data entry requirements.
7. The provider shall attend all mandated regional and other required meetings and trainings when notified more than 14 calendar days in advance by the Department.

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8. The provider shall file an annual cost report with Illinois Medical Assistance consistent with the format and process requirements outlined in the Illinois Medical Assistance Handbook for Care Coordination and Support Organizations or other Department policy provisions or guidance.
9. The provider acknowledges the immediate reporting requirements outlined in the Illinois Medical Assistance Handbook for Care Coordination and Support Organizations and the applicability of these reporting requirements upon the provider and its staff, including but not limited to the following circumstances: 1) significant events, or unusual incidents as defined in Department policy; 2) suspected child abuse or neglect consistent with the provider's responsibilities as a Mandated Reporter under the Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.); 3) suspected abuse or neglect consistent with the provider's responsibilities under 59 Ill. Admin. Code 50; and 4) suspected financial fraud and abuse in the Medical Assistance Program or Child Support Enforcement Program.
10. Upon acceptance of these enrollment terms and conditions, the provider shall notify Illinois Medical Assistance in writing of any legal relationship that exists between the provider and a hospital. The provider shall include a description of the following: how the hospital functions are separate from any other community mental health functions of the provider; how the governance of the CCSO is separate from the hospital; a distinct organization/ management separation between the CCSO and the hospital part of the provider's structure; and how a conflict of interest will not occur between the community mental health and the hospital parts of the provider's organization. The provider shall notify Illinois Medical Assistance within 30 days prior to any changes in the provider's legal relationship with a hospital.
12. The provider shall perform background checks on all staff, including, but not limited to a check of the following in Illinois and any other state in which the provider operates: the child abuse and neglect tracking system, the sex offender registry, and a fingerprint check by the State Police and the Federal Bureau of Investigation.
13. CCSOs must establish and maintain an internal grievance process specific to customers enrolled in Pathways to Success for tracking and resolving customer complaints related to the CCSO, its staff, or any service providers or supports involved in the customer's care.

Behavioral Health Residential Treatment Service Providers - General

Behavioral Health Residential Treatment Service providers participating in the Illinois Medical Assistance Program pursuant to 89 Ill. Admin. Code 139 agree, represent, and certify as follows:

1. The provider shall complete all required data collection and entry requirements of the Integrated Assessment and Treatment Plan (IATP), as required by Department policy and procedure, in a format as required by the Department.
2. The provider shall, with 30 days advance written notice from the Department, enroll each individual staff member, as detailed by the Department, in the HFS IMPACT System and associate those staff with the provider, pursuant to the direction of the Department.
3. The provider shall be responsible for complying with 89 Ill. Admin. Code 139, establishing and maintaining all applicable licensures pursuant to 89 Ill. Admin. Code 139.400(a)(1), and all current and future program policy provisions as set forth in all applicable Handbooks for Providers of Residential Treatment Services. The Department shall notify the provider of changes in policy 30 days before the effective

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date of the change unless the change is required on an emergency basis, as provided in the Administrative Procedure Act, or the change is to comply with State or Federal law, regulation, or court order.

4. The provider shall establish policies and procedures in acknowledgment of a parent or legal guardian's right to full and complete access to a residential treatment service recipient admitted to the provider's facility, including, but not limited to, telephonic and physical access. Additionally, the provider shall inform the youth participant and the parent(s)/guardian(s) of their policies regarding the use of Physical Restraint, Seclusion, Chemical Restraint, and Mechanical Restraint, along with all appropriate means of expressing a concern while receiving residential treatment services.
5. The provider shall establish and maintain a safe, therapeutic culture, focused on the delivery of Active Treatment. In the development of this therapeutic culture, the provider shall:
 - Establish and maintain policies regarding the usage of restraint and seclusion that is consistent with 42 CFR 483;
 - Prohibit the use of Chemical Restraints and Mechanical Restraints on service recipients;
 - Emphasize the use of crisis de-escalation techniques, utilizing Personal Restraint and seclusion only in the event that a recipient represents an immediate danger to self or others.
6. The provider acknowledges that the Department shall only reimburse residential treatment services for recipients whose have been determined eligible for residential treatment service participation pursuant to 89 Ill. Admin. Code 139 and who has

established medical necessity for residential treatment services pursuant to 89 Ill. Admin. Code 139.500.

7. The provider shall make admissions determinations: 1) based solely upon clinical and treatment factors; 2) absent of all educational factors; and 3) within the timeframes required by the Department as detailed in all applicable Handbooks for Providers of Residential Treatment Services.
8. The provider shall notify the Department of any unusual incidents that occur involving residential treatment service recipients, as outlined in all applicable Handbooks for Providers of Residential Treatment Services, in order to allow the Department and any other appropriate licensing or credentialing entity to investigate the incident. This shall include, but is not limited to, significant injury, suicide attempt or death at the facility.
9. The provider shall ensure that all residential treatment service recipients have access to all medically necessary physical healthcare services required, consistent with the policies outlined in all Handbooks for Providers of Residential Treatment Services.
10. The provider shall provide the Illinois Medical Assistance Program with a minimum of 30 days written notice in the instance that the provider determined a residential treatment service recipient is no longer appropriate to be served at the provider's facility.
11. The provider shall make follow-up services available to residential treatment service recipients following discharge from the provider's facility, consistent with the policies outlined in the Handbook for Providers of Residential Treatment Services.
12. Upon acceptance of these enrollment terms and conditions, the provider shall notify the Illinois Medical Assistance Program in writing of any legal relationship that exists between the provider and a hospital. The provider shall include a description of the following: how the hospital functions are separate from the residential treatment functions of the provider, how the governance of the residential treatment facility is separate from the hospital, a distinct organization/management separation between the residential treatment and the hospital part of the provider's structure, and how a conflict of interest will not occur between the residential treatment and the hospital parts of the provider's organization. The provider shall notify Illinois Medical Assistance within 30 days of any changes in the provider's legal relationship with a hospital.
13. The provider acknowledges it is solely responsible for reporting per diem rate changes, as issued by the Illinois Purchased Care Review Board for residential treatment services to the Department consistent with 89 Ill. Admin 139.305.
14. The provider shall submit claims for authorized residential treatment services to the Department consistent with the established policies and procedures pertaining to the authorized service. The provider shall accept its per diem residential rate as payment in full for services rendered to residential treatment service recipients and shall not seek additional reimbursement from the residential treatment service recipient or the recipient's family.
15. The provider shall perform background checks on all staff, including, but not limited to a check of the following in the state in which the provider operates: the child abuse and neglect tracking system, the sex offender registry, and a fingerprint check by the State Police and the Federal Bureau of Investigation.
16. The provider acknowledges the immediate reporting requirements outlined in the Handbook for Providers of Residential Treatment Services and the applicability of

- these reporting requirements upon the provider and its staff, including but not limited to the following: 1) significant events, changes in family circumstances, or unusual incidents; 2) suspected child abuse or neglect consistent with the provider's responsibilities as a Mandated Reporter under the Abused and Neglected Child Reporting Act; 3) suspected abuse or neglect consistent with the provider's responsibilities under 59 Ill. Admin Code 50; and 4) suspected financial fraud and abuse in the Medical Assistance Program or Child Support Enforcement Program
17. The provider shall attend all regional and other required meetings when notified more than 14 days in advance by the Illinois Medical Assistance Program.
 18. Residential Treatment Service Providers who are enrolled with a Subspecialty of Sub-Acute Psychiatric or Sub-Acute Substance Use Disorder shall also comply with the following:
 - Compliance with 42 CFR 483. Submit a completed HFS Form 2734A to the Department, attesting to the facility's compliance with federal requirements regarding the use of restraint and seclusion in each of the following instances: 1) Upon initial enrollment with Illinois Medical Assistance as a provider; 2) Annually on July 1 of each state fiscal year to be received by the Department by July 15th; and 3) In the event of a change in the facility director;
 - Notify the Department and the State's designated Protection and Advocacy System of any significant injury, suicide attempt, or death that occurs at the facility, consistent with the requirements established by the Department;
 - Comply with 42 CFR 440.10 and 42 CFR 441 Subpart D as defined and interpreted by the Department in the administration of the Illinois Medicaid Program; and
 - Comply with all State Survey activities performed by the Illinois Department of Public Health, or its agent(s).
 19. Behavioral Health Residential Treatment Service Providers who are enrolled with a Subspecialty of Sub-Acute Substance Use Disorder shall establish licensure and remain in good standing with the Illinois Department of Human Services, Division of Substance Use Prevention and Recovery (DHS-SUPR) as a provider of residential substance use disorder services.

Billing Certification

For each paper or electronic claim or invoice I submit for payment, remittance advice and voucher issued, as a condition of my enrollment, I certify and acknowledge that I am familiar with pertinent Healthcare and Family Services policies and procedures as set forth in the Illinois Medical Assistance Program Handbooks, rules and statutes. With that knowledge, I certify that the billing information on claims, invoices, remittances and vouchers, and billing information attached to, or reference in, those documents is true, accurate and complete; I certify that the services as described on the claims, invoices, vouchers or remittance advice were provided; I certify that I will keep and make available such records as are necessary to disclose fully the nature and extent of the services provided; and I certify that I understand payment is made from State and federal funds and any falsification or concealment of the material fact may be cause for prosecution or other appropriate sanctions and legal action.

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By checking this, I certify that I have read and that I agree and accept all the enrollment terms and conditions in herein that are applicable to me.

Signature

Date

Approved Domain Administrator: <i>First and Last Name</i>	
Application ID: <i>Provider Enrollment Application ID</i>	
SSO ID <i>Impact Userid</i>	
NPI <i>Provider NPI</i>	
Provider Name <i>Hospital or facility</i>	