

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 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. The applicant understands that disputed claims, including overpayments, may be adjudicated by Illinois Medical Assistance.
12. 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.

- 13.** 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.
- 14.** 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.
- 15.** 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.
- 16.** The applicant will comply with the privacy and confidentiality provisions of any applicable laws governing the use and disclosure of protected health information, including the privacy regulations adopted by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 and 164, Subparts A and E, and Public Law 104-191. 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.
- 17.** This Agreement shall be governed by the laws of the State of Illinois and applicable federal law.
- 18.** 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.
- 19.** 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.
- 20.** 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.
- 21.** 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.

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).

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 <http://www.dhs.state.il.us/page.aspx?item=29741>).

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 <http://www.dhs.state.il.us/page.aspx?item=29741>).

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.

- 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.**