

Individual Nonbilling Provider Agreement

The Health Care Authority (HCA) administers medical assistance and medical care services programs for eligible Apple Health (Medicaid) clients. This Individual Nonbilling Provider Agreement is required so that the enrolling provider can be recognized by HCA as a nonbilling individual provider that is either practicing under an HCA Apple Health Managed Care Contract or is enrolling for the sole purpose of ordering, referring, and prescribing as well as those individuals needing to be identified on claims for hospital services.

A provider will be considered enrolled as a nonbilling individual provider once the provider completes the online application and signs this agreement, and HCA approves the nonbilling individual provider's application.

As a nonbilling individual provider in the medical assistance and medical care services programs ("nonbilling provider"), the provider agrees to the following:

- 1. I shall abide by all applicable state and federal laws and regulations.** The medical assistance and medical care services programs are authorized and governed by Title XIX of the Social Security Act, Title XXI of the Social Security Act, Chapter IV of Title 42 of the Code of Federal Regulations (CFR), Chapter 74.09 of the Revised Code of Washington (RCW), and Washington Administrative Code (WAC) 182-502-0006. The nonbilling provider is subject to and shall comply with all program policy provisions, including pre-2012 numbered memoranda, provider notices, Medicaid provider guides, and other associated written HCA issuances in effect at the time the service is rendered, which are incorporated into this agreement by this reference.
- 2.** I will not knowingly order and/or refer an item and/or service that allows false or fraudulent claims to be presented for payment by HCA.
- 3. National provider identifier (NPI).** I must provide my NPI to HCA (if eligible for an NPI).
- 4. Changes.** At any time during the course of this agreement, I agree to notify HCA of any material and/or substantial changes in information contained in this application. This notification must be made in writing within 30 calendar days of the event triggering the reporting obligation. Material and/or substantial changes include, but are not limited to, changes in:
 - a.** Licensure, e.g., limitations, sanctions and expirations.
 - b.** Any denial, termination, or lack of professional liability coverage, or any change in professional liability coverage, including restrictions, modifications, or discontinuing coverage.
 - c.** Any change in address or telephone number.
- 5.** If I wish to be reimbursed by HCA, I must enroll and sign a core provider agreement as required under WAC 182-502-0005 instead of submitting this nonbilling individual provider agreement.
- 6. Governing law and venue.** This agreement shall be governed by the laws of the state of Washington. The jurisdiction for all lawsuits in which the nonbilling provider alleges a breach of this agreement shall be exclusively in the Superior Court for the state of Washington. Venue for any such lawsuits shall be in the Thurston County, Washington, Superior Court.
- 7. Severability.** The provisions of the agreement are severable. If any provision of the agreement is held invalid by any court, that invalidity shall not affect the other provisions of this agreement and the invalid provision shall be considered modified to conform to existing law.
- 8. Indemnification and hold harmless.** I shall be responsible for and shall indemnify and hold HCA harmless from all liability resulting from the acts or omissions of the nonbilling provider.
- 9. Provider not employee or agent.** I represent and warrant that I am not an employee or agent of HCA.

10. Professional liability coverage. By signing this agreement, I represent and warrant that I currently have and will maintain the professional liability insurance coverage so long as I am providing services to Apple Health clients.

11. Additional requirements. Additional requirements for providers enrolled with HCA as nonbilling individuals are provided under WAC 182-502-0006, apps.leg.wa.gov/wac/default.aspx?cite=182.

12. Electronic signatures. Nonbilling provider and HCA agree that each may treat executed faxes, scanned images, or photocopies as original documents.

13. Certification. I represent and warrant that the information provided in support of this agreement is true and accurate and I completely understand that any falsification or concealment of a material fact may be prosecuted under federal and state laws. Willful misstatement of any material fact in the enrollment application may result in criminal prosecution. I acknowledge that this is being signed under penalty of perjury and understand that HCA is relying on the accuracy of the information I have presented. I agree to abide by the terms of this agreement, including all applicable federal and state statutes, rules, and policies.

14. Signature block. I further represent and warrant that I am the individual practitioner who is applying for the sole purpose of ordering, referring and prescribing items or services to medical assistance and medical care services clients, and I have signed and dated this agreement.

Provider legal entity name

Printed name of signer

NPI

Title

Signature of Provider or Owner/Manager

Date

Return Instructions

Submit completed form via the HCA support portal at support.hca.wa.gov/hcasupport:

1. Select **Public inquiry** or **Agency to agency inquiry**.
2. Select **Make a request**.
3. Select the **Provider Enrollment** tile.
4. Complete all required fields and submit with your documents

attached.
For provider enrollment assistance, use the support portal or call (800) 562-3022 extension 16137. Phones are open Tuesdays and Thursdays from 7:30 a.m. to 4:30 p.m. (closed from noon to 1 p.m.).