

Organizational Nonbilling Provider Agreement

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—do not complete this form in a web browser.**

The Health Care Authority (HCA) provides medical assistance and medical care services to certain eligible Apple Health (Medicaid) clients through the HCA Apple Health Managed Care Contracts. This Organizational Nonbilling Provider Agreement is required so that the enrolling organization can be recognized by HCA as a nonbilling provider organization under an HCA Apple Health Managed Care Contract.

An organization will be considered enrolled as a nonbilling provider organization once the organization completes the online application and signs this agreement, and HCA has approved the nonbilling provider organization's application.

As a nonbilling provider organization under the HCA Apple Health Managed Care Contracts, the organization agrees to the following:

1. The nonbilling provider organization 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 organization 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. **National Provider Identifier (NPI).** The nonbilling provider organization must provide its NPI to HCA.
3. **Changes.** At any time during the course of this agreement, the nonbilling provider organization agrees to notify HCA of any material and/or substantial changes in information contained in this application. This notification must be made in writing within thirty (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.
4. If the organization wishes to be reimbursed by HCA directly, the organization must enroll and sign a Core Provider Agreement as required under WAC 182-502-0005 instead of submitting this Nonbilling Provider Organization Agreement.
5. **Governing law and venue.** This agreement will be governed by the laws of the State of Washington. The jurisdiction for all lawsuits in which the nonbilling provider organization alleges a breach of this agreement will be exclusively in the Superior Court for the State of Washington. Venue for any such lawsuits will be in the Superior Court for Thurston County, Washington.
6. **Severability.** The provisions of the agreement are severable. If any provision of the agreement is held invalid by any court, that invalidity will not affect the other provisions of this Agreement and the invalid provision will be considered modified to conform to existing law.
7. **Indemnification and hold harmless.** The nonbilling provider organization shall be responsible for and shall indemnify and hold HCA harmless from all liability resulting from the acts or omissions of the nonbilling provider organization.

8. **Provider not employee or agent.** The nonbilling provider organization represents and warrants that the organization’s employees are not employees or agents of HCA.
9. **Liability coverage.** By signing this agreement the nonbilling provider organization represents and warrants that the organization currently has and will maintain professional liability insurance coverage so long as the organization is providing services to Apple Health clients under an HCA Apple Health Managed Care Contract.
10. **Additional requirements.** Additional requirements for providers enrolled with HCA as nonbilling provider organizations are provided under WAC 182-502-0006.
11. **Electronic signatures.** Nonbilling provider and HCA agree that each may treat executed faxes, scanned images, or photocopies as original documents.
12. **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.
13. **Signature block.** Identify the enrolling organization in the first line of the signature block. The person signing this Nonbilling Provider Organization Agreement represents and warrants that he/she has legal authority to bind the enrolling organization.

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Enrolling Organization Legal 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.).