

Medi-Cal Rx Telecommunications Provider and Biller Application/Agreement (For Electronic Claims Submission)

Instructions: Carefully read and complete this form. By submitting this form, the Provider is agreeing to the terms for Electronic Claims Submission. If the Provider is not the Biller, then the Biller must also complete the appropriate sections of the form. Please use blue ink as noted and return the original to the address listed on the last page of this document.

This agreement is between the State of California, Department of Health Care Services (DHCS), hereinafter referred to as the “Department,” and the following parties:

*** Indicates Required Field**

PART 1 – IDENTIFICATION OF PARTIES		
PROVIDER INFORMATION		
*Provider Name <i>(full legal)</i> :		
*Provider Number (NPI):		
DBA <i>(required if applicable)</i> :		
Last 4 Digits of Tax ID Number or Social Security Number:		
*Provider Service Address (number, street):		
*City:	*State:	*ZIP:
Contact Person:		
Email Address:		
Contact Person Address (number, street):		
City:	State:	ZIP:
Contact Telephone Number:		
BILLER INFORMATION (If other than the Provider of Service)		
*Biller Name <i>(full legal)</i> :		
Biller Telephone Number:		
DBA <i>(required if applicable)</i> :		
Email Address:		
*Business Address (number, street):		
*City:	*State:	*ZIP:
Contact Person:		

Full legal name(s), as well as any assumed (DBA) name(s), and address(es) are required. The parties identified above will be hereinafter referred to as the “Provider” and/or “Biller.”

PART 1.1 – SUBMISSION TYPE (CHECK ALL THAT APPLY)	
Batch Submission Type:	Real-Time Submission Type:
<input type="checkbox"/> Secure File Transfer Protocol (SFTP)	<input type="checkbox"/> Point of Service (POS)
	<input type="checkbox"/> Web Claims Submission* *Note: Requires Provider/Biller registration to utilize the Medi-Cal Rx Secured Provider Portal.

PART 1.2 – BACKGROUND INFORMATION

The Provider/Biller understands and agrees that this completed form and acceptance to the terms herein is required by the Department in order for the Provider/Biller’s claims to be eligible as a Medi-Cal Rx electronic Biller. In the absence of a current, complete, and accurate form, the Department and its fiscal intermediary is entitled to reject Provider/Biller claims. This form does not complete the Medi-Cal Rx network enrollment process. If not already done so, the Provider/Biller must separately complete and adhere to the Department’s Medi-Cal provider enrollment procedures and policies per the Department’s Provider Enrollment Division (PED).

PART 2 – DEFINITIONS

The terms used in this agreement shall have their ordinary meaning with the exception of those terms defined in Title 22, California Code of Regulations, Section 51502.1 which shall have the meaning ascribed to them by that regulation as from time to time amended.

PART 3 – CLAIMS ACCEPTANCE AND PROCESSING

The Department agrees to accept electronic claims submitted to the Medi-Cal Rx fiscal intermediary in accordance with the Medi-Cal Rx provider manuals from the enrolled Provider/Biller. The Provider hereby acknowledges that he/she has received, read, and understands the provider manual and its contents, and agrees to read and comply with all provider manual updates and provider bulletins relating to electronic billing.

PART 3.1 – CLAIMS CERTIFICATION

The Provider agrees and shall certify under penalty of perjury that:

- a. All claims for services submitted electronically by Provider/Biller have been personally provided to the patient by the Provider or under his direction by another person eligible under the Medi-Cal program to provide such services, and such person(s) are designated on the claim.
- b. The services were, to the best of the Provider's knowledge, indicated and medically necessary to the health of the patient.
- c. All information submitted electronically by Provider/Biller is accurate and complete.
- d. Payment of these claims will be from federal and/or state funds, and that any falsification or concealment of a material fact may be prosecuted under federal and/or state laws.
- e. For a minimum period of three years from the date of service, the Provider/Biller shall keep an electronic archive of all records necessary to fully disclose the extent of services furnished to the patient. A printed representation of those records shall be produced upon request of the Department during that period of time. The Provider/Biller agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California to the California Department of Health Care Services; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services; or their duly authorized representatives.
- f. Provider offers and provides medical care services without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
- g. By submitting an electronic claim and denoting the Medi-Cal Rx Bank Identification Number (BIN), the Provider/Biller accepts the terms and conditions of the Medi-Cal Rx Telecommunications Provider and Biller Application/Agreement (DHCS 6500).

PART 3.2 – VERIFICATION OF CLAIMS WITH SOURCE DOCUMENTS

Regardless of whether the Provider employs a Biller, the Provider acknowledges and agrees that the Provider retains personal responsibility for the development, transcription, data entry, and transmittal of all claim information for payment. This includes usual and customary charges for services rendered. The Provider also accepts personal responsibility for verification of submitted claims with source documents. The Provider/Biller agrees that no claim shall be submitted until the required source documentation is completed and made readily retrievable in accordance with Medi-Cal statutes and regulations. Failure to make, maintain, or produce source documents shall be cause for immediate suspension of electronic billing privileges.

PART 3.3 – ACCURACY AND CORRECTION OF CLAIMS OR PAYMENTS

The Provider acknowledges and agrees that the Provider is responsible for the prompt review and verification of the accuracy of claims payment information upon the receipt of any payment. The Provider agrees to seek correction of any claim errors through the appropriate processes as designated by the Department or its fiscal intermediary including, but not limited to, the process set out in Title 22, California Code of Regulations, Section 51015. The Provider/Biller understands and agrees that anyone who misrepresents or falsifies or causes to be misrepresented (or falsified) any records or other information relating to that claim may be subject to legal action, including, but not limited to, criminal prosecution, action for civil money penalties, administrative action to recover the funds, and decertification of the Provider/Biller from participation in the Medi-Cal program, including Medi-Cal Rx, and/or electronic billing.

PART 4 – CHANGE IN ELECTRONIC BILLING STATUS

The Provider/Biller and the Department agree that any changes in Provider/Biller status which might affect eligibility to participate in electronic billing pursuant to federal and state law shall be promptly communicated to each party.

PART 5 – PROVIDER/BILLER REVIEWS

The Provider/Biller agrees that agents of the Department of Health Care Services, the Office of the State Controller, the Department of Justice, or any other authorized agent or representative of the State of California or any authorized representative of the U.S. Department of Health and Human Services may, from time to time, conduct reviews as are necessary to ensure compliance with state and federal law and with this agreement. In particular, the Provider/Biller agrees to make available to such agent or representative all source documents necessary to verify the accuracy and completeness of claims submitted electronically.

PART 5.1 – NONEXCLUSIVE REVIEWS

The Provider/Biller agrees that the review set out in *Part 5* above is not exclusive but supplements any other form of audit or review the Provider/Biller may be subject to due to its status as a Provider/Biller of services under the Medi-Cal or Medicare programs.

PART 6 – EFFECTIVE DATE

This agreement shall become effective upon approval of the Department.

PART 6.1 – TERMINATION

The Department or Provider may terminate this agreement without cause by giving 30-days prior written notice of intent to terminate, and the Provider has no right to appeal such termination by the Department.

PART 6.2 – TERMINATION FOR CAUSE

The Department may terminate this agreement for cause in the event Provider/Biller does not comply with any aspect of its obligations herein. For example, if the Provider/Biller is unable or has failed to produce source documents on request pursuant to *Part 5*, the Department may terminate this agreement immediately by directing its fiscal intermediary to cease payment of any and all electronic claims submitted by the Provider/Biller, including any claims in process on the date of such termination. The Provider/Biller has no right to appeal termination for cause pursuant to this subpart prior to the effective date of such termination. The Provider/Biller may appeal any grievance resulting from the termination in accordance with the procedure established by Title 22, California Code of Regulations, Section 51015, as from time to time amended. The Department may demand repayment of claims for which no source documents are produced, and the Provider/Biller shall have a right to appeal of such an overpayment finding to the extent provided by Section 14171 of the Welfare and Institutions Code and regulations promulgated pursuant thereto, and as from time to time amended.

PART 6.3 – EFFECT OF TERMINATION AND APPEAL

Once termination is in effect pursuant to *Part 6.1* or *Part 6.2*, the Provider/Biller is required by the Department to submit hard copy claims, unless mutually agreed to in writing otherwise.

**PART 7 – AGREEMENT BETWEEN PROVIDER AND BILLER
(IF OTHER THAN THE PROVIDER OF SERVICE)**

The Provider certifies to the Department that any agreements with Billers to submit Medi-Cal Rx electronic billings on Provider's behalf shall be in conformance with state law governing electronic claims submission, and shall contain provisions including, but not limited to, the following:

- a. Provider designates the Biller as the agent to the Provider for the purpose of preparation and submission of Medi-Cal Rx claims by the Biller. As the Provider's agent, the Biller agrees to comply with all Medi-Cal requirements on record making and retention as established by statute and regulation including, but not limited to, Welfare and Institutions Code, Sections 14124.1 and 14124 and Title 22, California Code of Regulations, Section 51476.
- b. Electronic billing for services rendered to Medi-Cal beneficiaries shall be prepared by the Biller solely from information supplied by the Provider. This information includes usual and customary charges for services rendered. A printed representation of source documents as defined in Title 22, California Code of Regulations, Section 51502.1 shall be kept, including all information transmitted as a claim by the Provider to the Biller electronically, or a period of at least three years from the date of claims submission.
- c. If an audit is initiated, the Biller shall retain all original records described in *Part 3.2*, *Part 5*, and *Part 7(b)* above until the audit is completed and every audit issue has been resolved, even if the retention period extends beyond three years from the date of the service of termination of financial relationship or longer period required by federal or state law.
- d. The parties understand and agree that the Department may accept electronic billings prepared, certified, and submitted by the Biller on behalf of the Provider only as long as the agreement between the Provider and the Biller remains in effect.
- e. Each party has a duty to notify the Department in writing immediately upon any change in or termination of the agreement between the Provider and Biller.

PART 8 – DECLARATION OF INTENT

This agreement does not limit the duties of the parties under the Medi-Cal Act, but serves to clarify certain such duties relating to the Provider/Biller in its capacity as an authorized Provider/Biller for electronic billing.

PART 8.1 – PROVIDER TO HOLD STATE OF CALIFORNIA HARMLESS

The Provider agrees to hold the State of California and its agents, contractors, and representatives harmless for any and all failures to perform by billing services, billing software, or other features of electronic billing which do not occur with (hard copy) paper billing. The Provider explicitly agrees that the Provider is assuming any and all risks that accompany electronic billing and that the Provider is not relying upon the evaluation, if any, that the State has made of the electronic billing system, software, or Biller the Provider is using. Furthermore, the Provider acknowledges that if the electronic billing system, software, or Biller contracted with, is or has been listed as available in Medi-Cal or Medi-Cal Rx bulletins, that such listing was not an endorsement by the State of California nor does it imply that the service, system, or software has met or is continuing to meet a standard of performance.

PART 9 – CONFIDENTIALITY OF RECORD

The Provider/Biller agrees to provide adequate precautions to protect the confidentiality of Medi-Cal beneficiary record and claims submission methods in accordance with statute or regulations Title 17, CCR, Section 6800, et seq. and/or 42 CFR, Part 400 and 440, Subpart B.

PROVIDER SIGNATURE INFORMATION

Print Name:	Title:
Provider Signature (<i>Original Signature Required; Use Blue Ink</i>):	Date:

BILLING SERVICE SIGNATURE INFORMATION

(Complete only if "Biller Information" is completed in Part 1)

Print Name:	Title:
Owner or Corporate Officer Signature (<i>Original Signature Required; Use Blue Ink</i>):	Date:

Returning Application/Agreement

Verify that all information is correct and complete, and that the form is signed in blue ink. Print and mail this form to the address below.

Medi-Cal Rx Customer Service Center
ATTN: Billing Agreement Processing
P.O. Box 610
Rancho Cordova, CA 95741-0610

For assistance in completing the form or to check the status of your form, contact Medi-Cal Rx Customer Service at the phone number below.

Phone: 1-800-977-2273

Internet Address: <https://medi-calrx.dhcs.ca.gov/home>

Privacy Statement (Civil Code Section 1798 et seq.)

The information requested on this form is required by the Department of Health Care Services for purposes of identification and document processing. Furnishing the information requested on this form is mandatory. Failure to provide the mandatory information may result in your request being delayed or not be processed.