

Payment Agreement for Medical Records Companies

This Agreement is between the Washington State Health Care Authority (HCA) and the Medical Records Company (MRC) listed below. The purpose of this Agreement is to provide a mechanism for Washington's Medicaid payment system, ProviderOne, to pay MRCs who provide medical records for State clients in response to requests by the Department of Social and Health Services (DSHS).

Disability or incapacity decisions for people applying for social services are based on the existence of objective medical evidence. When an applicant has medical records that may support a disability or incapacity determination, HCA will pay to obtain these records (requested by DSHS) directly from the medical provider or from the MRC used by that medical provider. In order to be paid by ProviderOne, MRCs must enter into the following Payment Agreement.

Any failure to submit the requested information below may cause HCA to refuse to enter into an agreement with the MRC.

Note: Do not attach Medical Records or other Protected Health Information (PHI) to this Payment Agreement.

Section 1. Medical Records Company (MRC) Information

MRC Company Name (Legal Name)

Federal Tax ID

Doing business as (DBA)

UBI/Business License Number

Section 2. MRC's Primary Business Location Information

Primary Business Location Name

Street

City

State

Zip Code + 4

Telephone

Fax

Email

Section 3. MRC's Mailing and Pay-to Address Information

Street

City

State

Zip Code + 4

Section 4. MRC Debarment, Suspension, and Exclusion Checklist

A. Has the MRC ever:

Been fined or debarred by the state of Washington Department of Enterprise Services?
RCW 39.26.200, chapter 200-305 WAC

Yes No

Been convicted of a criminal offense as described in Section 1128A (1), (2) or (3) of the Social Security Act? More Info: http://www.socialsecurity.gov/OP_Home/ssact/title11/1128A.html

Yes No

B. If yes to any of the questions listed under IV A:

Report Final adverse legal action history, including each final legal adverse action, when it occurred, the Federal or State agency or the court / administrative body that imposed the action, and the resolution, if any. Attach a copy of the relevant final legal adverse action documents.

Final Adverse Legal Action	Date	Taken By	Resolution
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section 5. Payment Agreement for Medical Records Company

HCA will pay a MRC the reasonable costs for providing existing medical records which support a disability or incapacity determination for a State client. The MRC will be eligible for payment once the information above is provided to HCA, this Agreement is signed, and HCA approves this Agreement.

The MRC agrees as follows:

- 1. Provide Records.** When requested, the MRC will provide to DSHS existing medical records for an identified State client for the purpose of determining that person's physical and/or mental incapacity or disability. DSHS will submit a Medical Evidence Request letter to the medical provider and identify the person who requires a disability or incapacity determination. This letter will include the due date for the request, address to send the medical records to, and billing instructions.
- 2. Legal Compliance.** The MRC 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 MRC is subject to and shall comply with all program rules in effect at the time the service is rendered which are incorporated into this Agreement by this reference: <https://www.dshs.wa.gov/esa/medical-evidence-requirements-and-reimbursements/medical-records-medical-evidence-fee-schedule>
- 3. HIPAA Compliance.** The MRC shall comply will all HIPAA Rules. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the "Security Rule" is subpart C (beginning with §164.302), the "Breach Notification Rule" is subpart D (beginning with § 164.400), and the "Privacy Rule" is subpart E (beginning with § 164.500) and will not use or disclose Protected Health Information (PHI), as defined by the HIPAA Rules, other than as permitted or required by this Agreement or as required by law.
- 4. Use of Personal Information.** The MRC shall use any personal information gained by reason of this Agreement only for the purpose of the Agreement and shall not disclose, transfer, or sell any such information to any party.
- 5. Billing Restriction.** The MRC shall bill only HCA and never bill a State client for any part of the medical records services.
- 6. 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 MRC 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.
- 7. 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.
- 8. Indemnification and Hold Harmless.** The MRC shall be responsible for and shall indemnify and hold HCA harmless from all liability resulting from the acts or omissions of the MRC.
- 9. Not Employee or Agent.** The MRC is not an employee or agent of the State.
- 10. Electronic Signatures.** The MRC and HCA agree that each may treat executed faxes, scanned images, or photocopies as original documents.
- 11. Certification.** This is to certify 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.
- 12. Signature Block.** I further certify that I am authorized to sign on behalf of the MRC and I have signed and dated this Agreement.

Signature

Title

Date

Full Name (Printed)

Questions? Toll-Free 1-800-562-3022, ext. 16137

Return Payment Agreement and W9 form to:

- **IRS W9 Form link:** Only signed page is required
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- **Email to:**
providerenrollment@hca.wa.gov
- **Mailing to:** Health Care Authority
Provider Enrollment
PO Box 45562
Olympia, WA 98504-5562

Note: Do not attach Medical Records or other Protected Health Information (PHI) to this Payment Agreement

All Medical Records and PHI must be returned to:

DSHS – CSD Customer Service Center
PO Box 11699
Tacoma, WA
98411-6699
Fax: 888-338-7410