



# GOVERNMENT OF PUERTO RICO

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Department of Health  
Medicaid Program

January 27, 2023

## **RE: Important Information for Providers Enrolled in the Puerto Rico Medicaid Program (PRMP)**

Dear Medicaid Provider:

The purpose of this communication is to inform providers that are enrolled in the Puerto Rico Medicaid Program (PRMP) of an update to the PRMP Provider Revalidation Policy as well as an update to the Provider Enrollment Agreement. Below is an overview of the policy update and action that must be taken by all providers to remain enrolled in the PRMP.

The update to the revalidation policy extends the current 3-year revalidation timeframe to 5 years for physicians. All other non-physician providers will be required to revalidate in 4 years, with subsequent revalidations returning to 3 years. As a result of this policy update, a new version of the Provider Enrollment Agreement must be reviewed and acknowledged for each of the enrolled service locations so that the Provider Enrollment Agreement end date can be extended with PRMP. The new Agreement is provided below for your early review.

On March 16, 2023, you will receive a notification to your Mail To email address on file requiring you to acknowledge the new Provider Enrollment Agreement so that your Medicaid Agreement End Date can be extended. For additional information on how to update your Mail To email address, visit the Frequently Asked Questions (FAQs) on the Medicaid webpage linked below.

At that time, you will be advised to access the Provider Secure Communications (PSC) website at <https://psc.prmis.pr.gov/>. You will be required to log into PSC with the Mail To email address and password previously registered. If you have not registered your PSC account, you must first register using the following data: National Provider Identifier (NPI) and Application Tracking Number (ATN), OR TAX ID and Application Tracking Number (ATN) when completing your registration. For additional information on how to obtain your ATN, visit the Frequently Asked Questions (FAQs) on the Medicaid webpage linked below.

### Important Links

Frequently Asked Questions: <https://medicaid.pr.gov/Home/PepFAQs/>

Provider Revalidation Policy: <https://www.medicaid.pr.gov/Home/PepPoliticlas/>

If you have any questions regarding this notification or your enrollment in the Puerto Rico Medicaid Program, please contact the Medicaid Provider Services Contact Center at (787) 641-4200 between 8:00 and 5:00 Atlantic Standard Time, Monday through Friday. You may also submit your inquiry by email to [prmp-provider@salud.pr.gov](mailto:prmp-provider@salud.pr.gov).

Contained in this communication is the following:

- Awareness Notification in English
- Awareness Notification in Spanish
- Provider Enrollment Agreement in English
- Provider Enrollment Agreement in Spanish

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# GOVERNMENT OF PUERTO RICO

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Department of Health  
Medicaid Program

## Medicaid Provider Enrollment Agreement to the Puerto Rico Government Health Plan (GHP)

This Agreement, effective on the date specified on the signature page of this document, between the Puerto Rico Department of Health, Puerto Rico Medicaid Program (hereinafter referred to as the “**PRMP**”) and the undersigned Provider (hereinafter called the “**Provider**”), is made pursuant to Title XIX and Title XXI of the Social Security Act, Puerto Rico Health Insurance Administration Act, and rules and regulations promulgated thereunder to provide physical and/or behavioral health services (hereinafter called “**Service**” or “**Services**”) to eligible Puerto Rico Medicaid Government Health Plan (“**GHP**”) members (hereinafter called “**Members(s)**”). On its effective date, this Agreement supersedes and replaces any existing agreements between the parties related to the provision of Services to Members.

### 1. **Provider Agrees:**

1.1. To adhere to standards of practice, professional standards and levels of Service as set forth in all applicable local, state and federal laws, statutes, rules and regulations as well as administrative policies and procedures set forth by the **PRMP** relating to the **Provider’s** performance under this Agreement and to hold harmless, indemnify and defend PRMP from all negligent or intentionally detrimental acts of the **Provider**, its agents and employees.

1.2. That the **PRMP** Provider Manuals and Companion Guides related to the program and services, Provider Manual revisions are a part of this Agreement and are wholly incorporated by reference. The **Provider** agrees to read them promptly. The Manuals represent Medicaid program limitations and requirements that providers must follow to receive payment and to continue participation in the Medicaid program under the **PRMP** State Plan. The Manuals are in addition to the requirements of the Medicaid Provider Agreement and any other contracts such as managed care contracts and contracts with other insurance carriers.

1.3. To provide Services to Members without regard to age, sex, race, color, religion, national origin, disability or type of illness or condition. This includes providing Services in accordance with the terms of

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794). To provide Services in accordance with the terms, conditions and requirements of Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. §12101, and regulations adopted hereunder contained in 28 CFR §§ 36.101 through 36.999, inclusive.

1.4. To provide Services in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended and the HITECH Act and related regulations at 45 CFR §§160, 162 and 164.

1.5. To obtain and maintain all licenses, permits, certifications, registrations and authority necessary to do business and provide Services under this Agreement. Where applicable, the **Provider** shall comply with all laws regarding safety, unemployment insurance and workers' compensation. Copies of applicable licensure/certifications must be submitted at the time of each license/certification renewal.

1.6. To comply with all protocols set forth by the **PRMP**, including but not limited to, verifying Member eligibility, submitting accurate, complete and timely claims and encounters to the appropriate Managed Care Organization ("MCO"), and conducting business in such a way the Member retains freedom of choice of provider.

1.7. To safeguard all information on Members, in accordance with the requirements set forth in 42 CFR Part 431, Subpart F and under Puerto Rico law. To ensure appropriate security, **Provider** agrees that no processing or storage of Protected Health Information as defined by HIPAA or electronic transactions with the **PRMP** will be conducted from outside the territorial limits of the United States.

1.8. To permit unannounced on-site inspections of any and all locations as provided under 42 C.F.R. § 455.432.

1.9. To consent to Federal and State criminal background checks, including fingerprinting, when required to do so, as provided under 42 C.F.R. § 455.434, Puerto Rico Acts No. 94 (June 22, 1977), 28 (July 1, 1997), 129 (June 20, 1977) and 300 (September 2, 1999), as amended by Act No. 224 (December 17, 2015).

1.10. To submit, within thirty (30) days of the date of a request by the **PRMP**, full and complete information regarding (a) the ownership of any subcontractor with whom **Provider** has had business transactions totaling more than twenty-five thousand dollars (\$25,000) during the twelve (12) month period ending on the date of the request; and (b) any significant business transactions between **Provider** and any wholly owned supplier, or between **Provider** and any subcontractor, during the five (5) year period ending on the date of the request, as provided under 42 C.F.R. § 455.105.

1.11. To exhaust all Administrative remedies, including the reconsideration and appeal process and the Fair Hearing process set forth under the Puerto Rico Uniform Administrative Procedure Act No. 48 of January 22, 2018, as amended), prior to initiating any litigation against the **PRMP**.

## **2. Reimbursement:**

2.1. Upon enrollment in Medicaid, **Provider** shall receive payment for all Services properly authorized, timely claimed, and actually and properly rendered in accordance with federal and state law and the state policies and procedures set forth by the **PRMP**.

2.2. **Provider** is responsible for the validity and accuracy of claims whether submitted on paper, electronically or through a billing service.

2.3. **Provider** agrees to pursue the Member's other medical insurance and resources of payment prior to submitting a claim for Services for Medicaid payment as required by 42 C.F.R. Part 433, Subpart D. This includes but is not limited to Medicare, private insurance, medical benefits provided by employers and unions, workers' compensation (State Insurance Fund) and/or any other third-party insurance.

2.4. **Provider** shall accept payment from the **PRMP**, through **Provider's** contracted MCOs, Medicare Advantage Organizations ("MAO") or Pharmacy Benefit Manager ("PBM"), as payment in full on behalf of the Member, and agrees not to bill, retain or accept payments for any additional amounts except as provided for in Section 2.3 above or as otherwise provided by law. **Provider** shall immediately repay the **PRMP**, through **Provider's** contracted MCO, MAO or PBM, in full for any claims where **Provider** received payment from another party after being paid by Medicaid.

2.5. Upon receipt of notification that **Provider** is disqualified through any federal, State and/or Medicaid administrative action, **Provider** will not submit claims for payment by Medicaid for services performed on or after the disqualification date.

2.6. **Provider** agrees that any overpayment or improper payment may be immediately deducted from future Medicaid payments to any payee with **Provider's** Tax Identification Number at the discretion of the **PRMP**.

2.7. For all physicians, this agreement shall be valid for a period of five (5) years from the effective date of the agreement. For all non-physicians, with an enrollment effective date **prior to 12/31/2022**, the agreement shall be valid for a period of four (4) years from the effective date of the agreement. For non-physicians with an enrollment effective date **on or after 1/1/2023**, the agreement shall be valid for a

period of three (3) years from the effective date of the agreement. Continuation of this Agreement beyond the current term is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Puerto Rico Legislature and/or federal sources. The **PRMP** may terminate this Agreement and **Provider** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the **PRMP's** funding from Puerto Rico and/or federal sources is not appropriated or is withdrawn, limited or impaired. Such continuation of this Agreement beyond the current term shall be in writing to be valid.

### 3. Notices:

All notifications shall be deemed to have been given when delivered electronically. **Provider** shall notify the **PRMP** within five (5) working days of any of the following:

3.1. Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction on any of the **Provider's** licenses, certifications, permits or staff privileges by any entity under which **Provider** is authorized to provide Services including an indictment, arrest or felony conviction or any criminal charge.

3.2. Change in any ownership and control information described in 42 C.F.R. Part 455, Subpart B. Among other information, this will include corporate entity, servicing locations, mailing address or addition to or removal of practitioners or any other information pertinent to the receipt of Medicaid funds.

3.3. When there is a change in ownership, the terms and agreements of the original Agreement are assumed by the new owner, and the new owner shall, as a condition of participation, assume liability, jointly and severally with the prior owner for any and all amounts that may be due, or become due to the Medicaid program, and such amounts may be withheld from the payment of claims submitted when determined. Change in ownership requires full disclosure of the terms of the sale agreement, a new enrollment application and a newly signed Medicaid provider contract.

### 4. Records:

4.1. The **PRMP** is a covered entity as defined by HIPAA. Accordingly, the **PRMP** complies with the HIPAA Privacy Regulations promulgated in 45 CFR §§160 and 164. In accordance with 45 C.F.R. § 164.506, when requested by the **PRMP** for treatment, payment or health care operations, **Provider** will furnish Protected Health Information about potential or current **PRMP** Members without requiring the individual's authorization.

4.2. **Provider** shall maintain adequate medical, financial and administrative records as necessary to fully justify and disclose the extent of Services provided to Members under this Agreement for a minimum of ten (10) years from the date of the Service. The **PRMP**, the Medicaid Fraud Control Unit (“MFCU”), the U.S. Department of Health and Human Services, and any of their employees, agents or authorized representatives shall be allowed access to **Provider’s** business or facility and all related Member information and records, including claim and/or encounter records. It is **Provider’s** responsibility to obtain any Member consent required in order to provide the requested information and records.

4.3. Failure to timely submit or failure to retain adequate documentation for Services billed to Medicaid may result in recovery of payments for Services not adequately documented and may result in the termination or suspension of **Provider** from participation as a Medicaid provider.

4.4. **Provider** agrees to furnish all information as described in 42 CFR Part 455, Subpart B, as now in effect or as may be amended, including ownership or control information.

4.5. For Facility Providers Only: **Provider** agrees to maintain records as are necessary to fully disclose to the Member, his/her representative and/or the **PRMP**, the management of Member trust funds and upon demand transfer to the Member, his/her representative and/or the **PRMP** the balance of his/her Member trust funds held by **Provider**. Upon discharge, **Provider** agrees to return monies and valuables of the Member to him/her or, in the event of death, to the Member’s legal representative.

## 5. Miscellaneous:

5.1. **Both Parties** mutually agree that the Puerto Rico Medicaid Provider Enrollment Application submitted and signed by the **Provider** is incorporated by reference into this Agreement and is a part hereof as though fully set forth herein.

5.2. For Group Practices Only: Each **Provider** must be enrolled in the **PRMP** as an individual and associated to the Group Practice. Group Practice agrees to be jointly responsible with any member **Provider** for contractual or administrative sanctions or remedies including but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payment received. Any false claims, statements or documents, concealment or omission of any material facts may be prosecuted under applicable federal or state laws.

5.3. For all Providers: **Provider** shall provide all Members with written information regarding their rights to make health care decisions, including the right to accept or refuse treatment and the right to execute

advance directives (durable power-of-attorney for health care decisions and declarations), as provided under Puerto Rico Act 194 (August 25, 2000)

5.4. For Facility Providers Only: **Provider** shall cooperate in the Coordination of Care of Members as prescribed by the attending physician and all pertinent federal and state regulations.

5.5. For Ordering, Referring and Prescribing Providers Only (ORP): A **Provider** enrolling in the **PRMP** as an ORP Provider may not bill or render services but may order, prescribe, or refer services and supplies for PR Medicaid members in accordance with 42 CFR §455.410(b). ORP Provider agrees that claims for items or services that are ordered, referred, or prescribed that do not contain an NPI for the physician who ordered, referred, or prescribed such items or services will be denied in accordance with 42 CFR §455.440.

5.6. For Providers of Services not covered by Medicaid State Plan but covered by the MCO: A **Provider** enrolling in the **PRMP** to provide services which are covered by the MCO and not Medicaid are providers such as Home Health Agencies and Non-Emergency Medical Transportation (NEMT). Such **Provider** may be able to bill the contracted MCO for payment based on their contractual arrangement, however, no payment will be made by the **PRMP**, as these are not covered services defined in the State Plan. The contracted MCO will continue to send the encounters to the **PRMP** for data related purposes only.

5.7. For Providers Not Defined as Covered Entities under HIPAA in 45 CFR §160: A **Provider** which is not required to comply with HIPAA privacy rules must inform the **PRMP** in writing and execute a business associate agreement or other appropriate confidentiality agreement concurrent with this Agreement to protect and secure the privacy of all Members' Protected Health Information in accordance with the HIPAA requirements of 45 CFR §§160, 162 and 164.

5.8. The **PRMP** does not guarantee that **Provider** will receive any Members as clients and **Provider** will not obtain any property right or interest in any Member business by the Agreement.

5.9. The **PRMP** may terminate this Agreement with cause at any time with twenty (20) days written notice to **Provider**, except for the immediate causes described in the PRMP Termination/Cancellation of Provider Policy that do not require written notice to **Provider**. The **PRMP** will have grounds for terminating this Agreement, including but not limited to the circumstances listed below, and which may include the actions or circumstances involving **Provider** or any person or entity with an affiliate relationship to **Provider**:

5.9.1. The exclusion from participation in Medicare, Medicaid, or any other publicly funded health-care program;



5.9.2. The loss or suspension of a professional license or certification;

5.9.3. Failure to comply with the provisions of this Agreement or any applicable law, rule, or policy of the Medicaid program;

5.9.4. Any circumstances indicating that the health or safety of members is or may be at risk;

5.9.5. The circumstances for termination listed in 42 C.F.R. § 455.416, as amended; and

5.9.6. Any other circumstances resulting in **Provider's** ineligibility to participate in the Medicaid program.

5.10. The **PRMP** may also cancel this Agreement for reasons including, but not limited to, the following:

5.10.1. If, at any time during the term of this Agreement, the **PRMP** determines **Provider** to be ineligible to participate in the Medicaid program;

5.10.2. If **Provider** has not submitted a claim and/or encounter to the Medicaid program for at least twenty-four (24) months;

5.10.3. Any other circumstances resulting in **Provider's** ineligibility to participate in the Medicaid program.

**Provider** will receive written notification of the cancellation of the Agreement and any rights to reconsider or appeal to the **PRMP's** determination will be included.

5.11. The **PRMP** may terminate this Agreement immediately if and when the **PRMP** receives notification that **Provider** no longer meets the professional credential or licensing requirements, or the enrollment screening criteria described at 42 C.F.R. Part 455, Subpart E.

The **Parties** agree that all questions pertaining to validity, interpretation and administration of this Agreement shall be determined in accordance with the laws of Puerto Rico, regardless of where any Service is performed. The **Parties** consent to the exclusive jurisdiction of Puerto Rico for enforcement of this Agreement.

By electronic signature, **Provider** attests that it:

- Has accepted the terms and conditions of this Provider Enrollment Agreement.
- Understands that by being enrolled as a provider under the Puerto Rico Medicaid Program it is its/his/her responsibility to notify the Puerto Rico Medicaid Program of any change to the information on this application including but not limited to address, group affiliation, change of ownership, tax identification number, or NPI.

- Has provided true, correct and complete information in its/his/her Provider Enrollment Application, and will notify the **PRMP** if any of the above information is not true, correct, or complete.
- Will timely notify the **PRMP** of any changes to the information contained in its Provider Enrollment Application after enrollment, in accordance with this Agreement and applicable laws.
- Is a Covered Entity in compliance with the HIPAA privacy rule at 42 CFR §164 or has complied with section 5.7 above.
- Will pay any applicable application fees required under 42 C.F.R. § 455.460.
- Will pay any applicable fees required for finger printing services.

All matters stated herein are true and accurate, **signed electronically** by a natural person who is the **Provider** or is authorized to act for the **Provider**, under the pains and penalties of perjury.