

MEDICAID SUPPLEMENTAL PAYMENT PROGRAM
CERTIFICATION OF HOSPITAL PARTICIPATION

On behalf of _____, a privately owned and operated hospital licensed and in good standing under the laws of the State of Nevada ("Hospital"), I, _____, affirm and certify the following:

1. *Authorization.*

- a. Hospital is a party to a Low Income and Needy Care Collaboration Agreement ("Low Income and Needy Care Collaboration Agreement") that was entered into between _____ ("Governmental Entity") and Hospital and/or a group of private hospitals (the "Participating Hospitals").
- b. As a qualified private hospital that is collaborating with the Governmental Entity, Hospital receives supplemental Medicaid payments ("Supplemental Payments") from the Nevada Department of Health and Human Services ("DHHS") pursuant to the terms of the Nevada Medicaid State Plan and Nevada regulations (the "Supplemental Payment Program").

2. *Assurances and Representations.*

- a. *Validity of Claims.* All claims filed by Hospital for Supplemental Payments have complied and will comply with the applicable regulations regarding the Medicaid upper limit provisions at title 42, Code of Federal Regulations, Part 447, sections 447.272 and 447.321, as well as the conditions approved by the federal Centers for Medicare and Medicaid Services ("CMS") for governmental entities' and private hospitals' participation in the Supplemental Payment Program (the "Conditions of Participation").
- b. *Use of Supplemental Payments.*
 - i. No funds derived from any Supplemental Payment received by Hospital have been or will be returned or reimbursed to the Governmental Entity and Hospital will retain the payment in accordance with federal law.
 - ii. No other funds have been used to reimburse the Governmental Entity in consideration of any supplemental funds paid to Hospital.
- c. *Agreements with Governmental Entity.*
 - i. Hospital has not entered and will not enter into any agreement with the Governmental Entity to condition either the amount of the Public Funds transferred by the Governmental Entity (to DHHS for the purpose of the non-federal share funding of Medicaid Supplemental Payments) or the

amount of Medicaid supplemental payments Hospital receives on the amount of low income and needy care Hospital has provided or will provide;

- ii. Hospital has not entered and will not enter into any agreement with the Governmental Entity to condition the amount of Hospital's low income and needy care obligation on either the amount of Public Funds transferred by the Governmental Entity to DHHS (for the purpose of the non-federal share funding of Medicaid Supplemental Payments) or the amount of Supplemental Payments Hospital may be eligible to receive;
- iii. Neither Hospital nor any other entity acting on behalf of a Participating Hospital or group of Participating Hospitals will make or agree to make cash or in-kind transfers to the Governmental Entity other than transfers and transactions that:
 - (1) Following the date this Certification was executed, are unrelated to the administration of the Supplemental Payment Program and/or the delivery of low income and needy care services under a Low Income and Needy Care Collaboration Agreement;
 - (2) Constitute fair market value for goods and/or services rendered or provided by the Governmental Entity to Hospital; and
 - (3) Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between Hospital and the Governmental Entity;
- iv. The Hospital will notify DHHS of any transfer or transaction that does not comply with this certification and the Conditions of Participation.

d. *Assignment/Assumption of Governmental Entity Obligations.*

- i. Except as specified in paragraph 2.c.iii above, neither Hospital nor any other entity acting on behalf of a Participating Hospital or group of Participating Hospitals will, following the date this Certification was executed:
 - (1) Take assignment or agree to take an assignment of a contractual or statutory obligation of the Governmental Entity; or
 - (2) Authorize or consent to the assumption of a statutory or contractual obligation of the Governmental Entity by a Participating Hospital or any other entity acting on behalf of a Participating Hospital or group of Participating Hospitals.

3. *Deferral or Disallowance of Federal Financial Participation.*

- a. If the Centers for Medicare and Medicaid Services ("CMS") of the United States Department of Health and Human Services or any other lawful authority disallows, defers, or otherwise rejects, in whole or in part, a claim for federal financial participation based on a claim submitted by Hospital to DHHS pursuant to Nevada SPA 10-002C, DHHS will have the right, by set-off or recoupment, to recover the amount disallowed, deferred, or rejected by CMS, subject to Hospital's rights of administrative appeal, if the disallowance, deferral or rejection by CMS is the result of actions taken by Hospital.
- b. The set-off and/or recoupment may include any interest, fees, or sanctions assessed by CMS as a result of the late repayment to CMS.

4. *Public Access to Low Income and Needy Care Collaboration Agreement.* Copies of the Low Income and Needy Care Collaboration Agreement shall be made available as provided under Nevada law and will be provided to DHHS on request.

On behalf of Hospital, I hereby certify that I have read and understood the above statements; that the statements are true, correct, and complete; and that I am authorized to bind Hospital, and to certify to the above.

Signature

Date

Name and Title (print or type)

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