Effective Feb. 2, 2017, Waiver health partners will be required to complete an attestation when submitting claims on the CareSource Provider Portal. In order to submit a claim, health partners must confirm they have read and agree to be bound to our Terms and Conditions.

Currently, Waiver providers have the ability to submit claims through the Provider Portal with the following view:

```
Eligible Submissions

** By Submitting this form, you agree to its accuracy.

Submit Total: $0.00
```

The comment “By Submitting this form, you agree to its accuracy” will be replaced with:

```
By clicking submit, you confirm that you have read CareSource’s Terms and Conditions, that you understand them, and agree to be bound by them, and attest that all services were approved by a CareSource Care Manager for medical necessity, actually rendered by you or an employee under your direct supervision, and all information is true and correct.
```

The Terms and Conditions link includes the following information:

**Terms and Conditions**

By submitting claims to CareSource, you agree and certify to the following:

1. To comply with all applicable federal and state laws;

2. To comply with any applicable handbook produced by CareSource, which will detail various processes and procedures you will be required to follow;

3. That all services provided were medically indicated and necessary to the health of the CareSource member and were personally furnished by you or any employee under your supervision;

4. That all information submitted to CareSource is accurate and complete and submission of false claims, statements, documents, or concealment of a material fact, may be prosecuted under applicable federal and state laws;
5. To keep all records and documentation that is necessary to disclose and support the full extent of the services you provided and to disclose/provide this information to CareSource, at no cost to CareSource, when requested by CareSource;

6. Claims payment is subject to member eligibility and benefits on the date of service, coordination of benefits, covered services available under the member’s plan, referral/authorization and utilization management guidelines when applicable, and adherence to CareSource policies and procedures and claims editing logic;

7. You agree to accept as payment in full, the amount paid by CareSource, for all claims you submit, with the exception of any applicable cost sharing and you further agree to not balance bill CareSource members;

8. CareSource has the right to conduct audits and investigations of all claims submitted to ensure compliance with federal and state laws as well CareSource internal policies. You agree that if such an audit determines that your office/facility did not comply with appropriate federal and state laws and/or CareSource’s internal policies, then your office/facility will refund all payments related to non-compliance to CareSource immediately, unless such non-compliance is cured within a reasonable period of time as established by CareSource. In event that a refund is required due to non-compliance, you agree to allow CareSource, in its discretion, to offset any future payments due to you in order to allow CareSource to recoup any monies paid to you that should not have been paid;

9. To cooperate with CareSource during any audit or investigation and provide CareSource with any documentation, at no cost, when requested by CareSource within (15) business days of CareSource requesting such documentation for purposes of any audit or investigation;

10. That all dispute(s) must first be handled through CareSource’s internal dispute resolution processes. In event that a dispute still exists after exhaustion of CareSource’s internal dispute resolution processes, then you agree to resolve the dispute(s) through binding arbitration, with the cost to be shared equally by you and CareSource. All demands for arbitration should be made in writing to:

   CareSource
   Attn: Legal Department
   230 N. Main Street
   Dayton, Ohio 45402

You agree that the arbitration process will be governed by the American Arbitration Association Healthcare Payor Provider Arbitration Rules.

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