



Wes Moore, Governor · Aruna Miller, Lt. Governor · Meena Seshamani, M.D., Ph.D., Secretary

**AGREEMENT FOR PROVIDERS OF TARGETED CASE MANAGEMENT SERVICES FOR PEOPLE WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES UNDER THE MARYLAND DEPARTMENT OF HEALTH'S DEVELOPMENTAL DISABILITIES ADMINISTRATION**

This Agreement (the "Agreement") is entered into between the Developmental Disabilities Administration ("DDA"), a unit of the Maryland Department of Health (the "Department"), and

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("Targeted Case Management Provider"), an individual or entity that is authorized by law to provide Targeted Case Management services to individuals with an intellectual and developmental disability in the state of Maryland.

**RECITALS**

WHEREAS, pursuant to, and in accordance with, Title 7 of the Health-General Article of the Maryland Annotated Code, the Department, primarily through DDA, both certifies, licenses and funds the provision of home and community-based services ("services") to individuals with an intellectual or developmental disability in the state of Maryland ("Participants");

WHEREAS, pursuant to, and in accordance with, Title 7, Subtitle 9 of the Health-General Article, the Department licenses (including certification/or approval) persons (as defined in § 1- 101 of the Health-General Article including both individuals and entities) who meet, and continually comply with, certain minimum qualifications, set forth in Title 10, Subtitle 22 of the Code of Maryland Regulations ("COMAR"), to provide services to participants;

WHEREAS, the DDA, on behalf of the Department, also funds services to participants through its administration of its Medicaid Section 1915(c) Home and Community-Based Services Waiver program: Community Pathways Waiver ("CPW");

WHEREAS, the DDA-operated Medicaid Waiver program has been approved by the federal Centers for Medicare & Medicaid Services ("CMS"), pursuant to, and in accordance with, Section

1915(c) of the Social Security Act and Title 42, Part 441, Subpart G of the Code of Federal Regulations ("CFR");

WHEREAS, with such approval, the Department may submit a claim to the Centers for Medicare & Medicaid Services for payment of federal financial participation ("FFP"), in accordance with federal regulations and guidance, for services rendered to an eligible participant, meeting the Administration's requirements, including the Provider's compliance with certain conditions for participation;

WHEREAS, to provide services to participants, and receive funding, the Provider must comply with all applicable laws, rules, regulations, and policies governing provision of services, including, but not limited to, maintaining a license from the Department and enrollment in the Department's Medical Assistance Program ("Medicaid Program");

WHEREAS, to enroll in the Medicaid Program for provision of services funded under Maryland's State Plan, the Provider must review and sign the Maryland Medical Assistance Provider Agreement and the DDA Addendum, specifically addressing conditions for participation with which the Provider must comply to receive funding for provision of services to participants approved for DDA services; and

WHEREAS, this Agreement supplements, but does not supersede, the requirements set forth in the Maryland Medical Assistance Provider Agreement and DDA Addendum;

NOW THEREFORE, in reliance on the representations contained herein, in exchange for mutual promises, covenants, and obligations in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intent to be legally bound, the Provider and DDA stipulate and agree to the following.

**1. Incorporation.**

**1.1. Recitals.** The recitals set forth above are hereby incorporated into, and made a part of, this Agreement.

**1.2. Application.** The Provider's applications for licensure, certification, or approval by the Department and enrollment in the Medicaid Program for provision of Targeted Case Management services to participants, submitted and signed by the Provider, are hereby incorporated into and made part of, this Agreement.

**1.3. Maryland Medical Assistance Provider Agreement & DDA Addendum.** The Maryland Medical Assistance Provider Agreement, including the DDA Addendum, submitted and signed by the Provider, is hereby incorporated into and made part of, this Agreement.

## 2. Targeted Case Management Provider's Responsibilities.

No.	CONTENT	CATEGORY	Authority
2.1	<p>Accept payment in full for services rendered per the rates published by DDA, as limited by legislative appropriations, and comply by:</p> <ul style="list-style-type: none"> <li>a. Submitting invoices or requesting payment for services rendered to participants whom DDA has referred to the Entity for services within thirty (30) days of providing the service in the form required by DDA;</li> <li>b. Not seeking payment from the participant for services provided to Medicaid participants and not reimbursed through Medicaid;</li> <li>c. Not seeking payment from the participant for services that DDA funds</li> <li>d. Documenting efforts taken to keep each participant enrolled in DDA's Medicaid Home &amp; Community Based Waiver per DDA policies and procedures;</li> <li>e. Assisting each participant in accessing any entitlement benefits for which they may be eligible and, pursuant to regulation, submit-accurate financial information to DDA and Medicaid for each participant, informing DDA and Medicaid when the participant's financial condition changes;</li> <li>f. Complying with all federal, State, and DDA rules, regulations, policies, procedures, and requirements for filing claims for payment, including using specified forms and submitting all required reports in a timely fashion, as requested, including those described in Md. Code Ann., Health-General Art., §7-306.1, and Code of Maryland Regulations 10.09.26.13 and 10.09.26.14; and</li> <li>g. Maintain adequate financial records and statistical data in accordance with generally accepted accounting principles and procedures.</li> </ul>	FISCAL	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.26.13</a>  <a href="#">10.09.26.14</a>  <a href="#">10.09.36</a>  <a href="#">10.09.36.03A(12)(15) and (C)</a>  <a href="#">10.09.36.04</a>  <a href="#">10.09.36.06</a>  <a href="#">10.09.48.04G</a>  <a href="#">10.09.48.05C(2) and (3)(f) and (i) and (j)</a>  <a href="#">10.09.48.06F(1)(a)(v)</a>  <a href="#">10.09.48.08</a></p> <p><a href="#">CMS Approval MD SPA-22</a></p> <p>Waiver  <a href="#">Appendix B: Participant Access and Eligibility B-6: Evaluation/Reevaluation of Level of Care</a></p> <p>Md. Code Ann., Health-Gen.  <a href="#">§7-306.1</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p>

No.	CONTENT	CATEGORY	Authority
2.2	<ul style="list-style-type: none"> <li>a. Case management can continue for participants who have received a short-term (up to 30 days) Pre-Admission Screening and Resident Review (PASARR) with a plan to transition back to the community.</li> <li>b. Case management services should be discontinued for any participant who has received a long-term Pre-Admission Screening and Resident Review (PASARR) determination and has been receiving more than 30 consecutive days of a covered stay in a medical institution, such as a skilled nursing facility.</li> <li>c. Case Management services should be discontinued for any participant who is incarcerated.</li> </ul>	FISCAL	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.36</a>  <a href="#">10.09.48.07F(2)</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p> <p><a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a></p> <p>United States Code  <a href="#">42 U.S.C. § 1396d(a)(29)(A)</a></p>
	<p>Transition Coordination can be provided to a target group of eligible individuals:</p> <ul style="list-style-type: none"> <li>a. Who are preparing to transition to the community from an institutional setting, such as a State Behavioral Health Hospital or Forensic Residential Facility;</li> <li>b. Who are incarcerated can begin to receive Targeted Case Management within six months of release from jail; and</li> <li>c. Any participant who is discharging from an Intermediate Care Facility for Individuals with Intellectual Disabilities or Related Conditions (ICF/IID).</li> </ul>	REGULATIONS	
2.3	Obtain and maintain an initial and current DDA provider licensure/certification as a Targeted Case Management Provider.	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.26.02C</a>  <a href="#">10.09.36</a>  <a href="#">10.09.48.02</a>  <a href="#">10.22.02.09</a>  <a href="#">10.22.02.01-1A(3)</a>  <a href="#">10.22.02.02A - D</a></p>

No.	CONTENT	CATEGORY	Authority
			<p>Md. Code Ann., Health-Gen.  <a href="#">§ 7-903</a>  <a href="#">§7-904</a>  <a href="#">§7-909</a>  <a href="#">§7-1101(a)(1)(iii)</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p> <p><a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a></p> <p>Waiver  <a href="#">Appendix C: Quality Improvement: Qualified Providers</a></p> <p><a href="#">Appendix D: Participant-Centered Service Planning and Service Delivery: Service Plan</a></p>
2.4	Provide Targeted Case Management services in the jurisdiction(s) identified in the Program Service Plan and approved by the DDA.	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.36</a>  <a href="#">10.09.36.03A(7)</a>  <a href="#">10.09.48.04D(9)</a>  <a href="#">10.22.09E(4)</a></p> <p>Code of Federal Regulations  <a href="#">42 CFR 441.18(a)(8)(ii)</a>  <a href="#">42 CFR 440.169(b)</a></p>

No.	CONTENT	CATEGORY	Authority
			<a href="#">Maryland Medical Assistance Provider Agreement</a>  <a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a>
2.5	<ul style="list-style-type: none"> <li>a. Maintain a standard 8-hour operational day, Monday through Friday, and have flexible staffing hours that include nights and weekends to accommodate the needs of participants receiving services;</li> <li>b. Have a means for participants, their families, community providers, and DDA staff to contact the case management designated staff directly in the event of an emergency and at times other than at standard operating hours; and</li> <li>c. Maintain a toll-free number unless otherwise authorized by the DDA and a communication system accessible to everyone receiving case management services in accordance with the Americans with Disabilities Act.</li> </ul>	REGULATIONS	Code of Maryland Regulations (COMAR) <a href="#">10.09.48.04</a>  <a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a>
2.6	Comply with the conditions and staff requirements, including but not limited to federal and State law, policy, and regulations.	REGULATIONS	Code of Maryland Regulations (COMAR) <a href="#">10.09.36</a> <a href="#">10.09.48.04D(2)</a> <a href="#">10.09.48.05</a>  <a href="#">Maryland Medical Assistance Provider Agreement</a>  <a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a>

No.	CONTENT	CATEGORY	Authority
2.7	<p>Comply with all training and competency requirements set forth in, but not limited to, the Administration’s HCBS Waiver, State Regulations, Medicaid Provider Agreement, State policies, State guidance, State directives, and the Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A.</p> <ul style="list-style-type: none"> <li>a. All regulatory training provided to CCS agency staff must be approved by the DDA to ensure it meets DDA policies, procedures, guidance, and regulations. If the DDA identifies a deficiency in a training and/or competency requirement, staff must receive retraining as determined by the DDA. Additionally, annual competency training must be completed each year as determined by the DDA;</li> <li>b. Training regarding procedures, protocols, processes, and regulations shall be documented on a DDA-authorized attestation form;</li> <li>c. Maintain training logs/attestations and submit upon DDA’s request and during the recertification process; and</li> <li>d. Any staff providing Targeted Case Management services must complete the required training prior to independent service delivery.</li> </ul>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.48.04D(1)(b)</a>  <a href="#">10.09.48.05B - C</a>  <a href="#">10.22.02.11C</a>  <a href="#">10.22.09.06</a></p> <p><a href="#">CCS Training Matrix</a></p> <p><a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a></p> <p>Waiver  <a href="#">Appendix C: Quality Improvement: Qualified Providers</a></p> <p><a href="#">Appendix D: Participant-Centered Service Planning and Service Delivery: Service Plan</a></p>
2.8	Produce records to DDA or contractors working on behalf of DDA within the timeframe requested.	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.36</a>  <a href="#">10.22.02.03C</a>  <a href="#">10.22.09.05A(3)</a></p> <p>Md. Code Ann., Health-Gen.  <a href="#">§7-1007</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p>

No.	CONTENT	CATEGORY	Authority
2.9	<p>During business hours, permit DDA and other authorized MDH agents or designees to visit and audit records for participants served at a Coordinator of Community Services agency’s main office or, at the approval of a participant supported, engage in an off-location meeting to monitor case management services being provided pursuant to this Agreement.</p>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.36</a>  <a href="#">10.09.48.04G(3) and (4)</a>  <a href="#">10.22.02.03B</a></p> <p>Md. Code Ann., Health-Gen.  <a href="#">§7-1007</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p>
2.10	<p>Ensure that each Coordinator of Community Services participates in in-person training on completing the Comprehensive Assessment and evaluation, which constitutes the initial Level of Care determination as defined in the waiver.</p> <p>Initially, Coordinators of Community Services must:</p> <ol style="list-style-type: none"> <li>a. Gather info, including medical, psychological, and educational assessments, as part of the Level of Care determination process;</li> <li>b. Complete a Comprehensive Assessment form; and</li> <li>c. Submit the Comprehensive Assessment along with supporting documentation via <i>LTSSMaryland</i> within 45 business days of assignment</li> </ol> <p>Annually, Coordinators of Community Services must:</p> <ol style="list-style-type: none"> <li>a. Re-evaluate the participant’s medical and technical eligibility by assessing whether there are any changes in the participant's status;</li> <li>b. Complete the annual Level of Care form within <i>LTSSMaryland</i> and ensure its timely submission. <i>LTSSMaryland</i> generates alerts for the completion of the Level of Care form, with 90-day, 60-day, 30-day, and overdue statuses. The Quarterly Level of Care report within <i>LTSSMaryland</i> should be used to track the timely completion of the form; and</li> <li>c. Complete the Level of Care form prior to the next annual due date.</li> </ol>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.48.05(B)(2)</a>  <a href="#">10.09.48.06</a></p>

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2.11	Ensure that all participants whom the Entity serves are free from abuse, as specified in Health-General §§ 7-1002 through 7-1005. Document the monitoring and reporting of incidents per DDA regulations, policies, and procedures.	REGULATIONS	<p>Code of Maryland Regulations (COMAR)</p> <p><a href="#">10.09.36</a></p> <p><a href="#">10.22.09.06B(1)</a></p> <p><a href="#">10.22.04.03</a></p> <p><a href="#">10.22.04.02</a></p> <p><a href="#">10.22.02.10A</a></p> <p><a href="#">10.22.10.06</a></p> <p><a href="#">10.22.02.01</a></p> <p>Waiver</p> <p><a href="#">Appendix G: Participant-Centered Planning and Service Delivery D-1: Service Plan Development</a></p> <p><a href="#">Appendix G: Participant Safeguards Appendix G-1: Response to Critical Events or Incidents</a></p> <p>Federal Register</p> <p><a href="#">Nondiscrimination in Health Programs and Activities</a></p> <p>Md. Code Ann., Health-Gen. <a href="#">§§ 7-1002</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p>

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2.12	<ul style="list-style-type: none"> <li>a. Ensure timely completion of monitoring for participants based on their priority category as follows: <ul style="list-style-type: none"> <li>i. Crisis Resolution- at a minimum of monthly face-to-face contacts for the first 90 days, after which face-to-face contacts will be made quarterly;</li> <li>ii. Crisis Prevention- at a minimum of a quarterly face-to-face contact; and</li> <li>iii. Current Request- at a minimum of an annual face-to-face contact.</li> </ul> </li> <li>b. Community Coordination services for participants receiving services must be performed: <ul style="list-style-type: none"> <li>i. At a minimum of quarterly;</li> <li>ii. Be completed face-to-face with the participant;</li> <li>iii. Occur across different service delivery settings; and</li> <li>iv. Be conducted at least once in each service delivery setting.</li> </ul> </li> <li>c. Coordinators of Community Services agencies must ensure documentation of the participants' progress on achieving personal goals and outcomes as described in their Person-Centered Plans;</li> <li>d. Monitoring activities should ensure that the services and supports a participant receives meet the participant's health and safety needs and that the participant remains satisfied with their services, including verifying staffing ratios;</li> <li>e. Monitoring activities should note any change in a participant's needs and any need for a change in services;</li> <li>f. During monitoring activities, the Coordinator of Community Services should assist participants with maintaining their Medicaid eligibility and ensure that they continue to meet the medical, technical, and financial requirements to remain in the Medicaid Waiver program; and</li> <li>g. Coordinator of Community Services monitoring activities must be documented within LTSS<i>Maryland</i> monitoring and follow-up form and their activity notes.</li> </ul>	REGULATIONS	Code of Maryland Regulations (COMAR) <a href="#">10.09.48.06.aspx</a> <a href="#">10.09.48.06 2(a)</a>

No.	CONTENT	CATEGORY	Authority
2.13	<p>Use the DDA database of participants and their services (currently known as “PCIS2” and “LTSSMaryland”), including entering all service information accurately and in accordance with applicable DDA policies and procedures.</p> <p>Use the Maryland Long Term Services and Supports (LTSSMaryland) electronic information system to document service activities, complete required forms, and billing claims.</p> <p>Report security violations and actual or attempted security breaches affecting the managed systems with participant information immediately, but not later than 48 hours after the violation or breach.</p>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.48.04F</a>  <a href="#">10.09.48.05B(C)(2)</a></p> <p><a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a></p>
2.14	<p>The Entity’s Program Service Plan must be updated at least every 3 years in accordance with Code of Maryland Regulations 10.22.02.09 and approved by DDA.</p> <ol style="list-style-type: none"> <li>a. The Program Service Plan must outline the anticipated number of participants the agency plans to serve during the 3-year certification period, along with the Staff-to-Participant ratio.</li> <li>b. The Entity is required to adhere to all provisions outlined in its approved Program Service Plan.</li> <li>c. If the Entity foresees exceeding its anticipated number of participants, or their staff-to-participant ratio, it must take one of the following actions: <ol style="list-style-type: none"> <li>i. Notify the Department in writing, requesting a halt on assigning new participants, and provide a statistical analysis of current assignments; or</li> <li>ii. Submit a new Program Service Plan, approved by the governing body and forwarded to the Administration for approval.</li> </ol> </li> </ol>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.22.02.09A-E</a>  <a href="#">10.22.02.08</a></p> <p><a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a></p> <p>Waiver  <a href="#">Appendix C: Quality Improvement: Qualified Providers</a></p>
2.15	<p>Maintain adequate medical, financial, and administrative records that fully justify and describe the nature and extent of all goods and services provided to participants for a minimum of six (6) years from the date of payment or longer if required by law, as described in the Maryland Medical Assistance Provider</p>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.36</a>  <a href="#">10.09.36.03A(9)</a></p>

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	<p>Agreement, regardless of whether the participant is still being served or dies.</p> <p>Service Records must meet the requirements identified in 42 CFR 441.18(a)(7) and the Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A.</p> <p>The records must be stored at the CCS Agency’s Main Office and organized to facilitate easy access to the needed information.</p> <ul style="list-style-type: none"> <li>a. Original records must be made available upon request during on-site visits by Department personnel or personnel of the Department’s designee; and</li> <li>b. Copies of records must be timely forwarded to the Department upon written request.</li> </ul> <p>It is the Provider’s responsibility to obtain any participant consent required to provide the Department, its designee, the MFCU, federal employees, and/or designees or authorized representatives with requested information and records or copies of records.</p>		<p><a href="#">10.09.48.04B</a>  <a href="#">10.09.48.04C(12)</a>  <a href="#">10.22.02.13D(1)</a></p> <p>Federal Authority  <a href="#">42 CFR 441.18(a)(7)</a>  <a href="#">42 CFR 431.17</a></p> <p>Md. Code Ann., Health-Gen.  <a href="#">§7-1007</a></p> <p><a href="#">MARYLAND MEDICAL ASSISTANCE PROVIDER AGREEMENT</a></p> <p><a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a></p>
2.16	<p>The Entity will at all times during the term of this Agreement:</p> <ul style="list-style-type: none"> <li>a. Be qualified to do business in the State and will take such action from time to time as is required to remain so qualified;</li> <li>b. Not be in arrears regarding the payment of any monies due and owing to the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits;</li> <li>c. Be in compliance with all federal, State, and local laws, regulations, and policies applicable to its activities and obligations under this Agreement; and</li> <li>d. Possess and maintain, at its expense, all licenses, permits, insurance, and governmental approvals necessary to the performance of its obligations under this Agreement.</li> </ul>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.36</a>  <a href="#">10.09.36.02</a>  <a href="#">10.09.36.04</a>  <a href="#">10.09.48.04C</a>  <a href="#">10.09.48.08</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p>

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2.17	<p>Annually assists the participant and their team by facilitating team meetings and helping the participant create a Person-Centered Plan that addresses the participant's health and safety needs.</p> <p>The initial plan is developed as part of the Medicaid Waiver program application process and is updated within 365 days of the annual plan date, or more frequently when there are changes to the participant's circumstances or needs.</p> <ol style="list-style-type: none"> <li>a. This includes explaining assessments, timelines, and any other necessary steps. The information is shared in ways that are easy to understand, using written and spoken communication;</li> <li>b. Provide each participant and their legally authorized representative (as applicable) with information about the participant's rights to determine their person-centered planning team. Participants should be encouraged to invite family members, friends, DDA advocacy specialists, coworkers, professionals, and anyone else that they desire to be part of the person-centered planning team meetings;</li> <li>c. Ensure that each participant receives a Person-Centered Plan that is designed to meet the participant's needs, and in the most cost-effective manner;</li> <li>d. The Person-Centered Plan should include detailed documentation of the exploration of natural supports, community resources, non-DDA-funded services, and DDA services.</li> <li>e. The Coordinator of Community Services provides the participant and their legally authorized representative (as applicable) with written and oral information about DDA services and the process of developing a Person-Centered Plan; and</li> <li>f. Ensures that the team develops a backup and an emergency plan for all participants to address any loss of service or support needs during an emergency.</li> </ol>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="http://www.comar.comar.gov/10.09.48.06.aspx">10.09.48.06.aspx</a></p>

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2.18	<p>Facilitate the timely submission of the participant’s Medicaid Waiver application and redetermination, including the Medicaid Application, Initial Level of Care, Initial Person Center Plan, Freedom of Choice form, and Eligibility Determination Division (EDD) Release form.</p> <p>All information must be completed in <i>LTSSMaryland</i> in accordance with the current application policy provided by the DDA.</p>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.48.06</a></p>
2.19	<p>Ensure the annual review and documentation of adherence to the Community Settings Rule is completed for participants receiving services to confirm that the setting is the most integrated in and supports full access to the greater community.</p> <ol style="list-style-type: none"> <li>a. The setting must be selected by the participant from among the setting options;</li> <li>b. Each participant has a right to privacy, to be treated with dignity and respect, and is free from bullying and restraints; and</li> <li>c. Each participant is supported in making life choices, and each participant is given a choice regarding services and who provides them.</li> </ol> <p>The Coordinator of Community Services must document their review in <i>LTSSMaryland</i> using the Community Settings Questionnaire, for all residential and/or day services, to the participant.</p>		<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.48.05C(2)</a>  <a href="#">10.09.48.06</a>  <a href="#">10.09.36.03-1</a></p> <p>Code of Federal Regulations  <a href="#">42 CFR § 441.18</a>  <a href="#">42 CFR 441.301</a></p>
2.20	<p>Collaborates with DDA, the Quality Improvement Organization (QIO), and other oversight bodies to ensure continuous quality improvement and adherence to state and federal requirements. This process is completed through a Quality Service Plan Review, which improves the Person Centered Planning process through best-practice.</p> <ol style="list-style-type: none"> <li>a. This includes coordinating, participating, and providing requested information for Quality Service Plan Reviews (QSPR) and other reviews conducted by the Quality Improvement Organization (QIO);</li> <li>b. Leveraging data and findings from organizational reports to resolve identified issues; and</li> </ol>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.36</a>  <a href="#">10.09.48.04G(3) and (4)</a></p> <p>Md. Code Ann., Health-Gen.  <a href="#">§7-1007</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p>

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	<p>c. Utilizing the data to inform and update the Entity's Quality Assurance Plan.</p>		
2.21	<p>Annually advise participants of their right to choose among qualified providers of services, including Coordination of Community Services, and their choice of a traditional or self-directed service model.</p>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.48.04C(10)</a>  <a href="#">10.09.48.05E(4)</a></p> <p>Code of Federal Regulations  <a href="#">42 CFR 441.301(c)(4)(v)</a></p> <p><a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a></p>
2.22	<p>Obtain approval from the DDA before posting on any public website information that describes DDA services.</p>	REGULATIONS	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.48.04F(2)(e)</a></p>
2.23	<p>Comply with all standards of practice, professional standards, and levels of service as set forth in all applicable Federal and State laws, statutes, rules, and regulations, as well as all administrative policies, procedures, transmittals, and guidelines issued by the Department.</p> <p>Comply with the Maryland Medical Assistance Program ("Medicaid") requirements, including federal laws, rules, and regulations, as well as all policies, procedures, transmittals, and guidelines issued by Medicaid.</p>	STATUTORY	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.36</a>  <a href="#">10.09.36.03A(1)</a>  <a href="#">10.09.36.08</a>  <a href="#">10.09.48.05C(2)</a>  <a href="#">10.09.48.04C(11)</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p>

No.	CONTENT	CATEGORY	Authority
2.24	<p>Comply with all federal and State labor laws and regulations, including the Living Wage law. A provider subject to the Living Wage law must comply with the Living Wage Law requirements, including, but not limited to, the reporting requirements in Code of Maryland Regulations 21.11.10.05.</p> <p>Failure by a subject provider to submit such documents constitutes a material breach of the terms and conditions of this Agreement and may result in termination of this Agreement, disqualification by the State from participating in State contracts, and other sanctions. (Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <a href="http://www.dllr.state.md.us/labor/prev/livingwage.shtml">http://www.dllr.state.md.us/labor/prev/livingwage.shtml</a>.)</p>	STATUTORY	<p>Code of Maryland Regulations (COMAR) <a href="#">21.11.10.05</a></p> <p><a href="#">Maryland Department of Labor, Licensing and Regulation (DLLR): Living Wage for State Service Contracts - Division of Labor and Industry</a></p> <p>Md. Code Ann., State Fin. &amp; Proc. § <a href="#">18-103</a></p>
2.25	<p>Execute and abide by the HIPAA Business Associate Agreement.</p> <p>Comply with all applicable federal, State, or local laws, statutes, ordinances, rules and regulations governing any aspect of the Provider and its provision of services, including but not limited to legal requirements pertaining to the protection of the confidentiality of the participant's information in accordance with the requirements of the:</p> <ol style="list-style-type: none"> <li>a. Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, and federal regulations issued pursuant to HIPAA, including Title 45, Parts 160 and 164 of the C.F.R.;</li> <li>b. Maryland Confidentiality of Medical Records Act, set forth in Title 4, Subtitle 3 of the Health-General Article; and</li> <li>c. DDA's statute, governing protection and disclosure of participant records, set forth in § 7-1008 through 7-1011 of the Health-General Article.</li> </ol>	STATUTORY	<p>Code of Maryland Regulations (COMAR) <a href="#">10.09.36</a> <a href="#">10.09.36.03A(16)</a> <a href="#">10.09.48.04F</a> <a href="#">10.22.02.13E(2)(b)</a></p> <p>Md. Code Ann., Health-Gen. <a href="#">§ 4-301</a> <a href="#">§ 7-1008</a> through <a href="#">§7-1011</a></p> <p>The Privacy Rule is located at 45 Code of Federal Regulations <a href="#">Part 160</a> and Subparts A and E of <a href="#">Part 164</a>.</p> <p><a href="#">MDH Policy HIPAA Individual Rights</a></p>

No.	CONTENT	CATEGORY	Authority
			<a href="#">Maryland Medical Assistance Provider Agreement</a>
2.26	<p>Notify the MDH and DDA when it is asked or subpoenaed to testify in court or the Office of Administrative Hearings regarding an applicant or participant, except in response to a grand jury subpoena.</p> <p>Cooperate with the MDH and DDA in the defense or investigation of any claim, suit, or action brought by a third party against the MDH or DDA involving services delivered under this Agreement.</p>	STATUTORY	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.36.03A(7)</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p>
2.27	<p>Provide services and goods without discrimination based upon race, creed, color, age, sex, national origin, marital status, disabilities, or other legally protected status.</p> <p>Provide equal access to public services to participants with limited English proficiency, in compliance with Md. Code Ann., State Gov't Article§ 10-1101, et seq., Code of Maryland Regulations, Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.</p> <p>An agency must ensure that if English is not the first language, accommodations are acquired for their involvement in the assessment, development, and monitoring of services and supports. This includes: sign language and assistive technology.</p>	STATUTORY	<p>Code of Maryland Regulations (COMAR)  <a href="#">10.09.26.03A(11)</a>  <a href="#">10.09.36</a>  <a href="#">10.09.48.05E(2)</a>  <a href="#">10.09.48.04C(7)</a>  <a href="#">10.22.02.10A(6)</a></p> <p>Waiver  <a href="#">Appendix B:Participant Access and Eligibility B-8</a></p> <p>MDH Policy  <a href="#">Limited English Proficiency (LEP)</a></p> <p>Md. Code Ann., State Gov't  <a href="#">§ 10-1101 et seq.</a></p> <p><a href="#">Title VI of the Civil Rights Act of</a></p>

No.	CONTENT	CATEGORY	Authority
			<p><a href="#">1964</a></p> <p>Code of Federal Regulations <a href="#">42 CFR 435.905(b)</a></p> <p><a href="#">42 CFR 441.301(c)(1)(iv)</a></p> <p>Federal Register: <a href="#">Presidential Executive Order 13166 of August 11, 2000 (65 FR 50121)</a></p> <p><a href="#">U.S. Dept. of Health and Human Services- Federal Register/Vol. 68., No. 153, August 2001/Notices 47311</a></p> <p>Federal Authority <a href="#">Section 1557 of the Affordable Care Act (42 U.S.C 18116)</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p>
2.28	<p>Submit, either during annual renewal or upon the administration’s request, a Quality Assurance Plan in accordance with Code of Maryland Regulations 10.22.02.14 and 10.09.48.04D(2), which must include, at a minimum:</p> <ul style="list-style-type: none"> <li>a. Documentation outlining strategies for identifying community-based public, private, and generic resources, including: <ul style="list-style-type: none"> <li>i. A customer service plan incorporating strategies and services designed to address the needs of participants, their families or</li> </ul> </li> </ul>	QUALITY SERVICE	<p>Code of Maryland Regulations (COMAR) <a href="#">10.09.36</a> <a href="#">10.09.48.04D(2)</a> <a href="#">10.22.02.14</a></p> <p>Code of Federal Regulations <a href="#">42 CFR 441.301(c)(1)(vii)</a></p>

No.	CONTENT	CATEGORY	Authority
	<p>ii. caretakers, and providers; and Strategies for self-assessment, remediation, monitoring, reporting, and system improvement, or other quality and compliance measures related to the coordination of community services.</p> <p>Service standards, goals, and compliance measures pertaining to Targeted Case Management services shall align with, but not be limited to, the Administration’s current waiver performance measures applicable to Targeted Case Management.</p> <p>The Entity is required to:</p> <ol style="list-style-type: none"> <li>a. Establish goals and standards for assessing the quality of services provided and specify the methods used for measurement;</li> <li>b. Maintain records demonstrating the efficacy of its quality assurance efforts;</li> <li>c. Implement changes based on evaluated data findings;</li> <li>d. Be held accountable by the Administration for achieving the established goals and standards as part of the Entity's quality assurance framework;</li> <li>e. Submit quarterly updates, as defined by the Department, on progress on quality assurance plans by October 15, January 15, and April 15 of each year unless otherwise directed by the Department; and</li> <li>f. Submit the final quality plan summary reports to the Department annually by July 15th, unless otherwise directed by the Department.</li> </ol> <p>The Department reserves the right to request documentation from a licensee to verify compliance with the goals and standards outlined in the licensee's quality assurance plan.</p>		<p>Md. Code Ann., Health-Gen. <a href="#">§7-904(d)(4)</a></p> <p><a href="#">Maryland Medical Assistance Provider Agreement</a></p> <p><a href="#">Maryland State Plan under Title XIX of the Social Security Act, Supplement 7 to Attachment 3.1-A</a></p> <p>Waiver <a href="#">Appendix C: Quality Improvement: Qualified Providers</a></p>
2.29	<p>Establish a Standing Committee or Committees to perform the following functions:</p> <ol style="list-style-type: none"> <li>a. Perform the quality assurance functions in accordance with Code of Maryland Regulations 10.22.02.14;</li> <li>b. Review the agency’s protocol for identifying, reporting, documenting, investigating, and reviewing incidents to ensure compliance with Administration procedures;</li> </ol>	<p><b>QUALITY SERVICE</b></p>	<p>Code of Maryland Regulations (COMAR) <a href="#">10.09.48.04D(2)</a> <a href="#">10.22.02.14</a></p>

No.	CONTENT	CATEGORY	Authority
	<ul style="list-style-type: none"> <li>c. Monitor whether the agency’s protocol identified in §E(2) of Code of Maryland Regulations 10.22.02.14 is being properly implemented by reviewing all incidents in an effort to identify deficient practices and recommend necessary corrective action;</li> <li>d. Review and approve all behavior plans that use restrictive techniques for participants who are self-directing to ensure that the behavior plan complies with the requirements of Code of Maryland Regulations 10.22.04.03A and 10.22.10;</li> <li>e. Review, approve, and establish the time frame for the restriction of a right if it is not related to a challenging behavior, in accordance with Code of Maryland Regulations 10.22.04.03A;</li> <li>f. Review the agency’s policies and procedures, and their implementation, to ensure they adequately protect the legal and human rights of each participant served by the agency; and</li> <li>g. Review incident reports for participants, who are self-directing their services, to ensure their health and safety needs are being met.</li> </ul> <p>The committee may consult with a licensed health professional such as a psychologist, physician, physician’s assistant, nurse practitioner, or board-certified clinical pharmacist, as needed.</p> <p>A committee member may not participate in the decision-making process of any:</p> <ul style="list-style-type: none"> <li>a. Incident in which the committee member was involved; or</li> <li>b. Behavior plan: The committee member has been involved in developing-the behavior plan.</li> </ul> <p>The committee shall meet as needed to perform the functions identified in §E(1) of Code of Maryland Regulations 10.22.02.14, with at least a majority of members present.</p> <p>The committee shall ensure confidentiality in accordance with Health-General Article §7-1010 of the of the Annotated Code of Maryland.</p> <p>The Standing Committee should be composed of at least half of its members being participants receiving services, family members, or members of the community.</p>		<p>Md. Code Ann., Health-Gen. <a href="#">§7-1010</a></p> <p>Waiver  <a href="#">Participant Safeguards</a>  <a href="#">Appendix G-2: Safeguards Concerning Restraints and Restrictive Interventions</a></p>

No.	CONTENT	CATEGORY	Authority
	<p>Any member of the agency, including Coordinators of Community Services, employees of other DDA-licensed providers, and paid consultants, is considered an agency representative.</p> <p>The agency's Quality Assurance Plan should include a list of Standing Committee Members to include:</p> <ol style="list-style-type: none"> <li>a. Name of each member;</li> <li>b. Affiliation of each member; and</li> <li>c. Identity of the Chairperson for the Standing Committee and their contact information.</li> </ol>		

### 3. Department's and DDA's Responsibilities.

The Department agrees to comply with its requirements and obligations set forth in the Maryland Medical Assistance Provider Agreement and applicable laws and regulations.

### 4. Term & Termination.

**4.1. Term.** This Agreement shall be effective on the date the Provider is enrolled in the Medicaid Program for provision of Targeted Case Management services to participants assigned by DDA. This Agreement shall remain in effect until either party terminates the Provider's enrollment in the Medicaid Program for provision of Targeted Case Management services to participants assigned by DDA.

#### 4.2. Termination.

**4.2.1. For Cause.** As further specified in Section 5 of this Agreement, the Department may terminate this Agreement immediately for cause, at any time, if the Provider fails to obtain or maintain: (1) licensure to provide the services to the participants; or (2) enrollment in the Medicaid Program

#### 4.2.2. For Convenience.

**4.2.2.1. By Department.** As provided in the Maryland Medical Assistance Provider Agreement, the Department may terminate this Agreement immediately, upon written notice and at any time, if, for any reason, the Department's funding for the services from applicable State or federal sources is not appropriated, budgeted, or otherwise made available in sufficient amounts, or is withdrawn, limited or impaired.

**4.2.2.2. By Provider.** The Provider may terminate this Agreement at any time, without cause, by providing a closure schedule to the Department 90 calendar days prior to termination in conjunction with a voluntary license surrender pursuant to Code of Maryland Regulations [10.22.02.02\(F\)\(2\)](#) and subject to obtaining termination of services to participants for cause pursuant to Code of Maryland Regulations [10.22.02.02G](#).

**4.3. Effect of Termination.** In the event of expiration or termination of this Agreement, as provided in Sections 4.1 and 4.2 of this Agreement, this Agreement shall be wholly void and have no further force effect except for those obligations: (1) that arose during the term of this Agreement; or (2) are intended by the parties to survive expiration or termination of this Agreement, including payment and the retention of records. After the termination of this Agreement, the Provider must still cooperate with audits, timely submit and re-submit, as necessary, proper claims that allow for federal

financial participation where available, and transfer information and records to participants' subsequent providers and the participants, as allowed by law, all without additional compensation

5. **Remedies.** The Department may seek appropriate remedies for the Provider's failure to comply with [Section 2](#) of this Agreement as well as with applicable laws, rules, and regulations, including, but not limited to:

- 5.1. Requesting a Corrective Action Plan from the Provider to address DDA-identified deficiencies or non-compliance, including plans sought under Code of Maryland Regulations [10.22.02.04E-F](#);
- 5.2. Disciplinary action against the Provider's certification/approval license pursuant to and in accordance with Health-General Article § 7-910, State Government Article § 10-226, and Code of Maryland Regulations [10.22.03](#);
- 5.3. Collection of overpayment or improper payments to the Provider in accordance with applicable federal and State laws and regulations; and
- 5.4. Imposition of sanctions related to the Provider's enrollment in the Medicaid Program, including, but not limited to, withholding of payment by, suspension from, or removal from the Medicaid Program, pursuant to and in accordance with Code of Maryland Regulations [10.09.48.10](#) and Code of Maryland Regulations [10.09.36.08](#).

6. **Miscellaneous.**

- 6.1. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties, and there shall be no modification unless reduced to writing and signed by the respective parties. This Agreement supersedes any similar agreement between the Department and the Provider, except for the Maryland Medical Assistance Provider Agreement and DDA Addendum, incorporated by reference by Section 1.3 of this Agreement.
- 6.2. **Binding.** The parties agree that the conditions, covenants, and agreements of this Agreement shall be binding and may the statewide transition plan be legally enforced by, and against, each of the parties.
- 6.3. **Non-Transferrable.** The parties agree that this Agreement is not transferable or assignable.
- 6.4. **Severability.** If any provision or part of this Agreement is determined to be contrary to law or otherwise unenforceable, said provision or part shall be stricken, and the remainder of the Agreement shall be unaffected and continue in full force and effect.

- 6.5. Effect of Headings and Numbers.** Section headings and numbers used in this Agreement are intended solely for convenience and ease of reference and shall not amplify, limit, modify, or otherwise be used in the interpretation of any provision of the Agreement. In addition, the use of singular or plural shall be deemed to include the other whenever the context so indicates or requires.
- 6.6. Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Maryland.
- 6.7. Forum Selection.** Sole and exclusive jurisdiction for any action or proceedings arising out of or related to the Agreement, except for any contested case proceedings over which the Maryland Office of Administrative Hearings has authority and jurisdiction to hear, shall be in an appropriate state or federal court located in Maryland.

**Signatures on Next Page**

**SIGNATURES**

**PROVIDER NAME (Typed):** \_\_\_\_\_

**NAME AND TITLE OF REPRESENTATIVE SIGNING (Typed):**

\_\_\_\_\_

**PROVIDER SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DEVELOPMENTAL DISABILITIES ADMINISTRATION AUTHORIZATION:**

**Deputy Secretary Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_