

**STATE OF MARYLAND
PROVIDER AGREEMENT FOR
DELIVERY OF
SERVICES REGULATED BY
THE DEVELOPMENTAL DISABILITIES
ADMINISTRATION**

WHEREAS, Maryland funds services for individuals with developmental disabilities who are either Medicaid Waiver eligible or for whom, because of the severity of the need, the financial need, and the lack of alternative funding, the State subsidizes the cost of care, in whole or in part;

WHEREAS, the Developmental Disabilities Administration ("DDA") of the Department of Health and Mental Hygiene ("DHMH") and its four (4) Regional Offices administer this system of care;

WHEREAS, DDA, in collaboration with consumers, families, and providers establishes service needs, service standards, evaluation criteria, and payment rates to assure consumers access to services that are of high quality and are efficiently and economically rendered;

WHEREAS, DDA needs the cooperation of a wide range of Providers who are committed and willing to serve Medicaid recipients and individuals whose cost of care is subsidized by the State;

WHEREAS, the Provider desires to participate by providing services to individuals with developmental disabilities and by assisting the State in collecting data to determine the most effective way to utilize State and federal funds while delivering high quality developmental disability services; and

WHEREAS, in order to be reimbursed for services rendered to individuals whose cost of care is subsidized in whole or in part by the State, the Provider shall enter into an Agreement with DDA,

THEREFORE, in consideration of the agreements contained in this document, DDA and the Provider enter into the following Agreement, which commences upon the execution of this Agreement and terminates as contained herein.

PROVIDER RESPONSIBILITIES

Provider agrees that it shall:

1. Maintain a current license in the State where the service is provided;
2. Unless exempted by DDA, be a provider in the Maryland Medical Assistance Program ("Medicaid");
3. Comply with all applicable requirements of DDA and Medicaid, as well as any other applicable regulations, transmittals, and guidelines issued by Medicaid and/or DDA. Some specific regulations are set forth below:
 - A. Code of Maryland Regulations ("COMAR") 10.09.26 governing the DD Waiver and its requirements;
 - B. COMAR 10.22.17 and 10.22.18 governing the rates payable to Providers for services as set forth therein to eligible individuals;
 - C. DDA Programmatic Regulations and Regulatory Requirements below:
 - COMAR 10.22.01 - Definitions
 - COMAR 10.22.02 - Administrative Requirements for Licensees
 - COMAR 10.22.03 - Procedures for Licensee Denials and Disciplinary

Sanctions

- COMAR 10.22.04 - Values, Outcomes and Fundamental Rights
- COMAR 10.22.05 - Individual Plan
- COMAR 10.22.06 - Family and Individual Support Services Program Service Plan
- COMAR 10.22.07 - Vocational and Day Services Program Service Plan
- COMAR 10.22.08 - Community Residential Services Program Service Plan
- COMAR 10.22.09 - Resource Coordination Program Service Plan
- COMAR 10.22.10 - Behavioral Support Services Program Service Plan
- COMAR 10.22.11 - Respite Services in the State Residential Center
- COMAR 10.22.12 - Eligibility for and Access to Community Services for Individuals with DD
- COMAR 10.22.15 - Waiting List Equity Fund
- COMAR 10.22.19 - Special Programs
- COMAR 10.22.20 – Organized Health Care Delivery System

D. If applicable, Md. Code Ann., Health Occupations ("HO") §§1-301-1-306, regarding patient referrals.

4. Maintain adequate and clear recipient medical records that describe the nature and extent of goods and services provided together, said records should include but are not limited to charts, laboratory test results, medication records, and appointment books.
5. Maintain these records for a minimum of six (6) years, and for minors three (3) years

past their eighteenth (18th) birthday, which ever is greater.

6. Protect the confidentiality of all consumer information, including names, addresses, medical services provided and medical data about the consumer, such as diagnoses and past history of disease and disability, as described in Md. Health Gen'l Vol. I, Title 7, §1003.

7. Provide services and goods without regard to race, creed, color, age, sex, national origin, marital status, or physical or mental disabilities.

8. Accept referrals only for services which Provider is qualified to deliver.

9. Assist each consumer in accessing any entitlements for which they may be eligible and submit accurate financial information to DDA for each consumer, informing DDA when the consumer's financial condition changes.

10. Accept the rate of payment established by DHMH for services as set forth in COMAR 10.22.17 and 10.22.18, and comply with the following:

A. Submit invoices or request payment only for those individuals whom DDA has found eligible for service and for whom DDA agrees to pay the cost of care.

B. In no event, for services provided to Medicaid recipients which are reimbursed through Medicaid, seek payment from the recipient;

C. Except for consumer's contribution to room and board, unless expressly authorized by DDA, the provider shall not seek payment from the recipient for services which DDA funds.

D. For individuals whom DDA has not agreed to subsidize the cost of services, in whole or in part, provide services only after explaining to the consumer that he/she will be responsible for the cost of the services, documenting the explanation and consent;

E. Recognizing that Medicaid is the payor of last resort, and wherever possible, assist the individual in maximizing any other coverage which is available;

11. Submit claims for transportation costs for consumers only on forms approved by

DDA, which contain properly documented information.

12. If DDA pre-approves reasonable and necessary expenses/costs for supplemental services for a consumer covered under COMAR 10.22.17 or 10.22.18, promptly submit invoices/receipts for expenses incurred on behalf of the consumer. Examples are:

- Furniture (beds, chairs, tables, desks, lamps, kitchen and bath accessories) and linens for furnishing a residence, provided that the consumer does not have their own personal property;
- Medical equipment not covered by Medicaid for Medicaid recipients and medical equipment for those subsidized totally with State general funds;
- Modifications to residences for accessibility such as ramps, widening doors, paving and adaptive fixture;
- Modification to residences and buildings for challenging behavior, wall covering, door alarms;
- Adaptive equipment such as communication boards, stair glides for residences, wheelchairs and scooters, not covered by Medicaid, lifts for vans, Hoyer lifts, computers; and
- Staff training or increased staff during the transition period from not having service to having service.

13. Be responsible for submitting accurate claims to DDA only for individuals whom DDA has found eligible and has agreed to subsidize the cost of services, and only for those services that are necessary for the consumer's habilitation and support and that are actually provided, as described in the claim;

14. Attempt to submit claims within thirty (30) days of providing the service, but in no case later than three (3) months after providing the service, in the form required by DDA;

15. During business hours, permit DDA, the Regional Office or other authorized

agents/designees to visit Provider's place of business and audit records for consumers served under this Agreement;

16. Disclose, to DDA, any personal financial interest which would conflict with the performance of services to consumers covered by this Agreement, including;

- Any ownership interest in any contractor with whom the Provider has had business transactions totaling more than twenty-five thousand (\$25,000) dollars during the fiscal year, that being July 1, to June 30th;
- The identity of any person who is employed by the Provider, and who also receives a salary or is on the Board of an entity with which the Provider transacts more than twenty-five thousand (\$25,000) dollars during the fiscal year, that being July 1, to June 30th;

17. Comply with all procedures and requirements of DDA including using specified forms and submitting all required reports in a timely fashion, as requested;

18. Cooperate with DHMH/DDA by assisting and consulting with DDA in the defense or investigation of any claim, suit or action brought by a third party against DDA as a result of duties performed under this Agreement;

19. Comply with all applicable federal and state labor laws and regulations;

20. Accept liability for fully compensating its employees and honoring its contracts with employees;

21. Provide DDA ninety (90) days written notice if Provider wishes to terminate this Agreement; and

22. In the event of termination of this Agreement:

A. In writing, notify all current consumers; and

B. Through DDA arrange for alternative services, as appropriate, for any current consumers prior to terminating this Agreement.

DDA RESPONSIBILITIES

DDA agrees that it shall ensure that:

1. As soon as possible after receipt of a clean claim, pays the Provider for necessary services provided in accordance with all DHMH regulations;
2. The provider receives clear and timely written notice of proposed changes in any DDA regulations prior to the implementation and relevant information regarding the delivery of services and payment for same;
3. The Regional Offices will meet with Provider, when reasonably requested, and if possible, to help Provider understand and comply with all DDA requirements;
4. The Regional Offices will provide technical assistance to Provider, if Provider requests same, to assist Provider in billing electronically; and
5. In the event that DDA wishes to terminate this Agreement with the Provider, give the Provider thirty days notice and notify the Provider of any rights it has to contest such an action.

Bernard Simons, Director
Developmental Disabilities Administration

Date

Authorized Provider Representative

Date

Title

PROVIDER INFORMATION

Name of Corporation Operating Service: _____

Person Responsible for Completion of Form: _____

Signature of Individual: _____

Address: _____

City/state/zip: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Resident Agent: _____

FEIN (Federal Employer Identification Number): _____

DDA Services Licensed to Provide: _____

Name of Provider: _____

Executive Director/CEO: _____

Financial Manager/CFO: _____

Address: _____

City/state/zip: _____

Telephone: _____

Facsimile: _____

E-mail: _____

County (administrative office): _____