



MARYLAND
Department of Health

**Addendum Cover Page for Maryland
Medical Assistance Program Application
FACILITY/ORGANIZATION
PT 91 LOCAL EDUCATION/LOCAL LEAD AGENCIES**

If you have questions, please contact the Provider Enrollment Helpline at **1-844-4MD-PROV (1-844-463-7768)**
Monday – Friday from 7am – 7pm.

All providers are required to use the electronic **Provider Revalidation and Enrollment Portal**, or ePREP (eprep.health.maryland.gov) for enrollment, information updates, provider affiliations and revalidations.

Please fill out the information below and upload the completed addendum to the “Additional Information” section under “Practice Information” within the ePREP (eprep.health.maryland.gov) “Applications” tab, along with any additional documents requested within the addendum.

Provider Information

NPI:

Tax ID:

MA Provider Number (if already enrolled in Maryland Medicaid):

Please visit health.maryland.gov/ePREP for more information about ePREP



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Section I:

Please upload the following documents to [ePREP](#) :

1. Completed Addendum to the Provider Agreement for School-Based Providers (attached)

Section II:

If you are new to Maryland Medicaid please answer the following question and upload the requested document to [ePREP](#), if applicable:

1. Will you be rendering services as a non-public school?

YES

NO

- If yes, please include a copy of your Maryland State Board of Education issued Certificate of Approval in your upload.



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**Addendum to the Provider
Agreement for Participation in
Maryland Medical Assistance Program**

This Addendum to the Provider Agreement ("Addendum") is made and entered into this _____ day of _____, by and between the Maryland Department of Health (MDH) and

(Provider Name)

("Provider"). This Addendum shall apply to the following school-based providers: local school systems, local lead agencies for infants and toddlers programs, special education nonpublic schools, Maryland School for the Blind, and Maryland School for the Deaf.

I. THE PROVIDER AGREES:

- A. To ensure that employees who render early periodic screening, diagnosis, and treatment ("EPSDT") school health-related services or health-related early intervention services; early intervention services case management; service coordination for children with disabilities; and/or transportation services under the Individuals with Disabilities Education Act ("IDEA") (collectively "Services") meet the appropriate licensure or certification requirements for their profession as outlined in COMAR 10.09.50, COMAR 10.09.40, COMAR 10.09.52, and COMAR 10.09.25 respectively.
- B. To bill the MDH only for Services rendered in accordance with COMAR 10.09.50, COMAR 10.09.40, COMAR 10.09.52, and COMAR 10.09.25.
- C. To bill the MDH for Services according to the rates established by the MDH.
- D. To provide Services in accordance with an Individualized Family Service Plan ("IFSP") or an Individualized Education Program ("IEP").
- E. To ensure that the Services for which payment is sought have been furnished by the Provider and are medically necessary.
- F. To assign to the MDH a portion of the Provider's State aid payment for the intergovernmental transfer ("TOT") that will fully reimburse the MDH for the payments the MDH has made for Services covered by the Provider Agreement and Addendum, less the amounts paid by the federal government, except that the Maryland School for the Deaf, which does not participate in the JOT, shall make a direct payment to the MDH to fully reimburse the MDH for its payments for Services covered by the Provider Agreement and Addendum, less the amounts paid by the federal government.



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G. That the MDH may withhold from distribution any amounts disallowed from previous claims, amounts that have been overpaid, and/or amounts subject to recovery as a result of actions taken by the Centers for Medicare and Medicaid Services (“CMS”), and that the potential source of funds for withholding and recovery include any and all Title XIX funds that the Provider claims through the MDH, without respect to the activity for which they are claimed, up to the amount required to satisfy the disallowance.

II. THE MDH AGREES:

- A. To transfer monthly data that identifies the covered Services provided to Medical Assistance recipients in federally-eligible categories, including the State aid payments for the IGT, to the Maryland State Department of Education (“MSDE”).
- B. That the Provider will be credited with full reimbursement, including the State and federal reimbursement, for all covered Services in each federally eligible category upon receipt of the portion of the Provider’s State aid payments for the IGT that fully reimburses the MDH for the payments the MDH has made for Services covered by the Provider Agreement and Addendum, less the amounts paid by the federal government.
- C. To provide a hearing to the Provider in the event that the MDH suspends or cancels the Provider’s participation in the Title XIX Program.

III. THE PROVIDER AND THE MDH AGREE:

- A. That to participate, the Provider must be a local school system, a local lead agency for infants and toddlers programs, a special education nonpublic school, Maryland School for the Blind, or Maryland School for the Deaf.
- B. That if any audit conducted by or on behalf of the United States finds an overpayment to the Provider for any reason, including but not limited to error, fraud, or lack of documentation, the MDH may appeal those findings to the Departmental Appeals Board (“DAB”) and the Provider may seek to join such an appeal, but the Provider will not file a separate appeal, and that if no appeal is taken by the MDH, the audit findings will be final and binding on the Provider.
- C. That if an appeal is taken, any decision regarding the audit findings is final and binding upon the Provider, and after the conclusion of the DAB appeal process, the Provider shall remit the amount of the overpayment set forth in the final decision within thirty (30) days, unless the MDH in its sole discretion extends the time period for the Provider to remit the amount of overpayment.

