

STATE OF MARYLAND
MANDATORY REQUIREMENTS AGREEMENT FOR
LICENSED PROVIDERS THAT CONTRACT WITH THE
DEVELOPMENTAL DISABILITIES ADMINISTRATION
TO PROVIDE FAMILY SUPPORT,
INDIVIDUAL FAMILY CARE AND
INDIVIDUAL SUPPORT SERVICES

As exempted under Annotated Code of Maryland,
State Finance and Procurement Article §11.203(a)(1)(xix)

Provider agrees that it shall:

1. Maintain a current license in the State where the service is provided;
2. Unless exempted by the Developmental Disabilities Administration (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 DDA's Home and Community Based Waiver;
 - B. 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

C. If applicable, Annotated Code of Maryland, Health Occupations ("HO") §§1-301-1-306, regarding patient referrals, and §§1-401, regarding Medical Review Committees.

D. Annotated Code of Maryland, State Finance and Procurement Article §11.203 (b)(ii) which requires compliance of Annotated Code of Maryland Article 14, Subtitle 3 – Minority Business Participation.

4. Maintain adequate and clear recipient medical records that describe the nature and

extent of goods and services provided, 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 payment negotiated for the service during the Individual Plan process 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. Unless expressly authorized by DDA, 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. 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;

12. 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;

13. 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;

14. 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;

15. Comply with all procedures and requirements of DDA including using specified forms and submitting all required reports in a timely fashion, as requested, including those included in Md. Health Gen'l Vol. I, Title 7, §306-1;

16. 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 services delivered under a contract with DDA;

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

18. Accept liability for fully compensating its employees and honoring its contracts with employees and comply with any wage increases as provided in statute or by legislature;

19. Provide DDA ninety (90) days written notice as stated in COMAR 10.22.02.02F(2) if Provider wishes to terminate this Agreement; and

20. 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;

21. Comply with the guidelines and procedures established in the Human Services Agreement Manual, agree to allow DHMH to audit services, and sign the DHMH 433 and 434.

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. Increase contract amount for inflation, cost of living increases, etc. as provided for in DDA's budget appropriation.
3. 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;
4. The Regional Offices will meet with Provider, when reasonably requested, and if possible, to help Provider understand and comply with all DDA requirements;
5. The Regional Offices will provide technical assistance to Provider, if Provider requests same, to assist Provider in billing electronically; and
6. 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.

Frank Kirkland, 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):_____