



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
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KEVIN T. CASEY
Deputy Secretary for Mental Retardation

MAY 26 2006

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Dear Colleague:

In March 2005, the Office of Mental Retardation (OMR) received correspondence from the Centers for Medicare and Medicaid Services (CMS) requesting information regarding OMR's compliance with specific Consolidated Waiver requirements. Subsequent discussions with CMS revealed issues in the administration of the OMR Consolidated Waiver. One of the issues related to the federal requirement for Waiver providers to enter into a direct Medical Assistance Provider Agreement with OMR.

Upon identification of this issue, OMR began working with CMS to develop a provider agreement that would satisfy federal waiver requirements. Effective April 26, 2006, CMS approved an OMR Medical Assistance Provider Agreement. The final OMR Medical Assistance Provider Agreement applies to both the Consolidated and Person/Family Directed Support Waivers, and can be accessed on the Home and Community Services Information System (HCSIS) homepage at <http://www.hcsis.state.pa.us> within two weeks of the date of this letter.

Please note that there cannot be any changes, deletions, or additions to the standard MA/provider agreement. There will be no addendums or written, verbal or informal agreements related to the standard MA/Provider agreement. The standard agreement is the primary agreement between the State and a provider related to eligible waiver services and supersedes all other contracts and agreements between the State and the providers related to waiver eligible services.

Every Waiver provider must present a signed OMR Medical Assistance Provider Agreement to OMR by June 30, 2006, in order to continue to provide Waiver services effective July 1, 2006. If a Waiver contract is currently signed by a provider and the County Program/Administrative Entity (AE), the contract will remain in effect until the provider signs the new OMR Medical Assistance Provider Agreement, or until July 31, 2006. The OMR Medical Assistance Provider Agreement supersedes the county requirement to collect provider agreements included in MR Bulletin 6000-90-04.

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Every Vendor/Fiscal Intermediary Service Organization (ISO) must also present a signed OMR Medical Assistance Provider Agreement to OMR by June 30, 2006. The Vendor/Fiscal ISO will then hold an agreement with the employees of Waiver participants and/or their family members. Each Waiver Provider Entity and Vendor/Fiscal ISO should submit only 1 (one) signed OMR Medical Assistance Provider Agreement, regardless of the number of services provided or their locations. If a Waiver Contract is currently signed by the ISO and the County program/AE, the contract will remain in effect until the provider signs the new MA/Provider Agreement, or until July 31, 2006. Please access the OMR Medical Assistance Provider Agreement on the HCSIS homepage and mail a copy of the Agreement, with the original signature of the provider's/ISO's Chief Executive Officer/Director, to the attention of OMR, in care of the HCSIS Helpdesk, 3600 Vartan Way, Harrisburg, Pennsylvania, 17110.

Upon receipt of a signed OMR Medical Assistance Provider Agreement, the HCSIS Helpdesk will generate a confirmation e-mail to the provider's/ISO's primary contact. If the OMR Medical Assistance Provider Agreement is received, but is deemed as not complete, the HCSIS Helpdesk will contact the provider's/ISO's primary contact by telephone, inform them of the incomplete information, and ask that a completed form be sent. The HCSIS Helpdesk will also log the receipt of the signed agreement on a spreadsheet, which will be provided to County MH/MR Programs on a weekly basis.

Each County MH/MR Program has received a similar letter, as well as a list of provider entities to which this letter has been distributed. The County MH/MR Program for Counties/Joinders in which you provide Waiver services will be contacting you to verify that you have accessed the OMR Medical Assistance Provider Agreement, and to ensure you can meet the deadline for submission of a signed Agreement.

Please direct any questions regarding the Medical Assistance Provider Agreement to the appropriate Regional Office of Mental Retardation.

Sincerely,


Kevin T. Casey

Enclosure

Provider Agreement for Participation in Pennsylvania's Medical Assistance Program

This agreement is entered into by The Provider

_____, to provide services covered by Pennsylvania's Office of Mental Retardation Consolidated and P/FDS (Person/Family Directed Support) Medicaid Waivers to Medicaid Waiver recipients.

This agreement applies to the following waivers (check all that apply):

- Pennsylvania's Consolidated Waiver CMS Control # 0147.90.
- Pennsylvania's Person/Family Directed Support (P/FDS) Waiver, CMS Control # 0354.90.

THE PROVIDER AGREES:

- A. To comply with all of the requirements of the PA Office of Mental Retardation's Consolidated and Person Family Directed Support (P/FDS) Medicaid Waivers as well as any other applicable OMR regulations and OMR bulletins issued by the Department of Public Welfare. The Provider acknowledges his or her responsibility to become familiar with those requirements since they may differ significantly from those of other third-party payer programs.
- B. To maintain adequate records that fully describe the nature and extent of all goods and services provided for a minimum of four years. The Provider agrees to provide them to the United States Department of Health and Human Services, Pennsylvania's Medicaid fraud control unit, and the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee upon request and at no charge. This requirement does not prescribe record requirements by other laws, regulations or agreements.
 - i. Original records must be made available upon request during on-site visits by the United States Department of Health and Human Services (DHSS), the Medicaid fraud control unit (MFCU), the Pennsylvania Department of Public Welfare, and the Office of Mental Retardation and/or its designee.
 - ii. Copies of records must be forwarded to the United States Department of Health and Human Services (DHSS), the Medicaid fraud control unit (MFCU), the Pennsylvania

Department of Public Welfare, and the Office of Mental Retardation and/or its designee, upon written request.

- C. To protect the confidentiality of all recipient information, including names, addresses, waiver services provided and medical data about the recipient, such as diagnoses and past history of disease and disability. Such information may only be released to a third party upon the consent of the waiver recipient of the Pennsylvania Department of Public Welfare, Office of Mental Retardation waiver program or its designee, except when the information is released to other service providers or as otherwise permitted by State law, Federal law, regulation or other legal process.
- D. To provide service on a non-discriminatory basis. The Provider will not discriminate on the basis of race, color, sex or national origin. The Provider will act in compliance with the Americans with Disabilities Act.
- E. To not knowingly employ or contract with a person, partnership or corporation which has been disqualified from providing or supplying services to Medical Assistance recipients unless the Provider receives prior written approval from the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee.
- F. To accept Pennsylvania Department of Public Welfare, Office of Mental Retardation or its designee's Waiver payments as payment in full for the service rendered.
- G. That payments for waiver eligible services will be in accordance with the 55 Pa. Code Chapter 4300 County Mental Health and Mental Retardation Fiscal Manual and Title 42, CFR Part 447, Payments for Service.
- H. That payment for non-eligible services must be covered in the standard county/non-county administrative entity provider contract.
- I. That rates or fees per unit of service may be published as a Departmental bulletin by the Department for selected services. These published fees are considered to be a reasonable cost for the services covered by the fee schedule. They represent the maximum amount in which the Department or its designee will participate for the identified services. When payment is

based on established fees, the provider is not required to negotiate or determine unit costs.

- J. The Department or its designee will participate in the cost of reimbursement to unit of service providers.
- K. That allowable cost standards shall be used by the Department or its designee for determining rates for unit of service contracts. The Department or its designee will not participate in the portion of a rate which contains disallowed costs or exceeds maximum levels of reimbursement established by the Department.
- L. Not to seek any additional payment from the recipient. If the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee denies payment or requests repayment because an otherwise covered service was not authorized or was not preauthorized (if required), the Provider agrees not to seek payment from the recipient for that service.
- M. To seek payment from a recipient's other insurances before submitting claims to the Pennsylvania Department of Public Welfare, Office of Mental Retardation Waiver program or its designee. If payment is made by both the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee and a recipient's other insurance, the Provider shall refund the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee within 45 days of receipt, the amount paid by the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee.
- N. To accept responsibility for the accuracy of all claims submitted under his or her provider number to the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee. This includes claims submitted by the Provider and claims submitted on his or her behalf.
- O. That all claims submitted under his or her provider number shall be for authorized waiver services that were actually provided to individuals as written in their plan and as described in the claim. The provider cannot bill or receive payment for services that are not authorized in the individual support plan.
- P. The Provider acknowledges that the submission of false or fraudulent claims could result in criminal prosecution and civil and administrative sanctions. This may include exclusion from

participation in Medicare, Medicaid and all other Federal health care programs.

- Q. To furnish the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee within 35 calendar days of the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee's request, full and complete information about:
- i. The ownership of any subcontractor with whom the Provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
 - ii. Any significant business transaction between the Provider and any wholly-owned supplier, or between the Provider and any subcontractor during the 5 year period ending on the date of the request; and
 - iii. Any ownership interest exceeding 5 percent held by the Provider in any other Medical Assistance Provider.
- R. That before the Pennsylvania Department of Public Welfare, Office of Mental Retardation enters into or renews a provider agreement, the Provider agrees to disclose to the Pennsylvania Department of Public Welfare, Office of Mental Retardation and/or its designee the identity of any person who:
- i. Has an ownership or control interest in the Provider, or is an agent or managing employee of the Provider; and
 - ii. Has been convicted of a criminal offense related to that person's involvement in the Medicaid or Medicare programs.
 - iii. Any ownership interest exceeding 5 percent held by the Provider in any other Medical Assistance Provider.
- S. Providers must utilize the Home and Community Services Information System (HCSIS) for enrollment/sign-up, Incident Reporting and Management and must bill through PROMISE in accordance with the Department's approved schedule.
- T. To comply with all federal audit requirements, including: the Single Audit Act, as amended; the revised Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organizations*; Title 45, CFR 74.26, and any other applicable law or regulation, as well as any other applicable law or regulation that may be enacted or promulgated by the federal government.

- U. In arranging for waiver funded services, the Administrative Entity may not limit access to willing, qualified providers in any way that would violate freedom of choice under the Service Preference Bulletin 00-00-09 or any approved revisions made by the Department. Qualified providers of service who meet provider qualification in the Department's approved waiver application may not be denied access to providing services on the basis of single source contracting or other practices which would deny or limit choice of qualified providers to the individual or his/her legal representative.

- V. Although a denial of a qualified provider is subject to Provider Dispute Resolution review, the Administrative Entity is authorized to deny the choice of a qualified provider when:
 - 1. The provider does not sign or comply with this agreement or the AE/Provider contract required in accordance with the County MH/MR Fiscal Manual, 55 Pa. Code Chapter 4300 and provisions of the Administrative Entity's operating agreement with the Department;
 - 2. The provider's rate or schedule of charges for service is higher than necessary and reasonable for the service, as determined by the Administrative Entity;
 - 3. The provider has failed to deliver services in accordance with the individual's support plan.

- W. To participate in external reviews by the Department or its designee and to develop and implement timely corrective action plans in response to monitoring findings.

- X. To adhere to Departmental regulations, waiver requirements, and policy and procedure bulletins. The Provider is responsible to maintain sufficient staff to comply with waiver requirements and to meet the provisions of this agreement.

- Y. That the provider's enrollment may be terminated by the provider upon thirty (30) calendar days prior written notice to the appropriate Administrative Entity and the Department of Public Welfare.

- Z. That the provider's enrollment, when approved by the Department of Public Welfare, is effective on _____ and will continue until notified that its enrollment is terminated.

