

MARYLAND MEDICAL ASSISTANCE PROVIDER AGREEMENT

This Agreement (the “Agreement”), entered into between the Maryland Department of Health (the “Department”) and Provider, is made pursuant to Title XIX and Title XXI of the Social Security Act, Health-General, Title 15, Annotated Code of Maryland and state regulations promulgated thereunder to provide medical care, and home- and community-based services and/or remedial care and services (“Service(s)”) to eligible Maryland Medical Assistance recipients (“Recipient(s)”). On its effective date, this Agreement supersedes and replaces any existing contracts between the parties related to the provision of Services to Recipients.

I. PROVIDER OBLIGATIONS:

A. The Provider complies with all standards of practice, professional standards, levels of Service, and all applicable federal and state laws, statutes, rules and regulations, as well as all administrative policies, procedures, transmittals, and guidelines issued by the Department, including but not limited to, verifying Recipient eligibility, obtaining prior authorizations, submitting accurate, complete and timely claims, and conducting business in such a way the Recipient retains freedom of choice of providers. The Provider acknowledges his, her or its responsibility to become familiar with those requirements as they may differ significantly from those of other third party payor programs.

B. The Provider agrees to maintain adequate medical, financial and administrative records that fully justify and describe the nature and extent of all goods and Services provided to Recipients for a minimum of six years from the date of payment or longer if required by law. The Provider agrees to provide access upon request to its business or facility and all related Recipient information and records, including claims records, to the Department, the Medicaid Fraud Control Unit (MFCU) of the Maryland Attorney General’s Office, the U.S. Department of Health and Human Services, and/or any of their respective employees, designees or authorized representatives. This requirement does not proscribe record requirements by other laws, regulations, or agreements. It is the Provider’s responsibility to obtain any Recipient 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. Failure to timely submit or failure to retain adequate documentation for services billed to the Department may result in recovery of payments for Services not adequately documented, and may result in the termination or suspension of the Provider from participation as a Medical Assistance provider.

1. Original records must be made available upon request during on-site visits by Department personnel or personnel of the Department’s designee.

2. Copies of records must be timely forwarded to the Department upon written request;

C. The Provider agrees to protect the confidentiality of all Recipient information in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, and regulations adopted thereunder contained in 45 CFR 160, 162 and 164, and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 et seq.).

D. The Provider agrees to provide services on a non-discriminatory basis and not discriminate on the basis of race, color, national origin, age, religion, gender, sex, developmental disabilities, mental disabilities, physical disabilities, sexual orientation, or marital status.

E. The Provider agrees to provide Services in compliance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and their respective accompanying regulations, and ensure that qualified individuals with disabilities are given an opportunity to participate in and benefit from its Services, including providing interpretive services for the deaf and hard of hearing when required.

F. The Provider agrees to provide Services in compliance with Section 1557 of the Affordable Care Act (42 U.S.C 18116) that requires Providers to post a non-discrimination statement, language accessibility statement, grievance procedure and taglines advising that language assistance is available, at no cost, in at least the top 15 language spoken by individuals with limited English proficiency of Maryland.

G. The Provider agrees to hold harmless, indemnify and defend the Department from all negligent or intentionally detrimental acts of the Provider, its agents and employees.

H. The Provider shall obtain the Department's written permission before employing an employee of the State of Maryland whose duties include matters relating to this Agreement.

I. The Provider will check the Federal List of Excluded Individuals/Entities on the Health and Human Services (HHS) Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically check the OIG website to determine the participation/exclusion status of current employees and contractors. To check the Federal System for Award Management (SAM) prior to hiring or contracting with individuals or entities and periodically check the SAM website to determine the participation/exclusion status of current employees and contractors. To check the Maryland Medicaid List of Excluded Providers and Entities prior to hiring or contracting with individuals or entities and periodically check the website to determine the participation/exclusion status of current employees and contractors. The Provider further agrees to not knowingly employ, or contract with a person, partnership,

company, corporation or any other entity or individual that has been disqualified from providing or supplying services to Recipients.

J. The Provider agrees to accept the Department's payments as payment in full for covered Services rendered to a Recipient. The Provider agrees not to bill, retain, or accept any additional payment from any Recipient. If the Department denies payment or requests payment from the Recipient, or if the Department denies payment or requests repayment because an otherwise covered Service was not medically necessary or was not preauthorized (if required), the Provider agrees not to seek payment from the Recipient for that Service. The Provider further agrees to immediately repay the Department in full for any claims where the Provider received payment from another party after being paid by the Department.

K. With the exception of prenatal care or preventive pediatric care, the Provider agrees to seek payment from a Recipient's other insurances and resources of payment before submitting claims to the Department. This obligation includes, but is not limited to, seeking payment from Medicare, private insurance, medical benefits provided by employers and unions, worker compensation, and any other third party insurance. If payment is made by both the Department and the Recipient's other insurance, the Provider shall refund the Department, within 60 days of receipt, the amount paid by the Department.

L. The Provider is responsible for the validity and accuracy of all claims submitted to the Department, whether submitted on paper, electronically or through a billing service.

M. The Provider agrees that all submitted claims shall be for medically necessary Services that were actually provided as described in the claim. The Provider acknowledges that the submission of false or fraudulent claims could result in criminal prosecution and civil and administrative sanctions. Possible sanctions include the Provider's expulsion from the Maryland Medical Assistance Program and/or referrals by the Department to the HHS OIG for expulsion from the Medicare program.

N. The Provider agrees that if she or he is a physician, he or she will, upon request, submit the name and applicable licensure for each physician extender in his or her employment. The Provider is responsible for knowing and complying with the Maryland Medical Assistance Program's definition of an eligible physician extender and for providing supervision as required by the Maryland Medical Assistance Program;

O. The Provider agrees to include on any claim the provider number of any individual provider rendering the service in addition to its own provider number.

P. The Provider agrees to disclose information in accordance with 42 CFR §§ 455.102 through 455.105.

Q. The Provider agrees that before the Department enters into or renews this Agreement, the Provider will report and disclose the identity of any person in accordance with 42 CFR §§ 455.102 through 455.104.

R. The Provider agrees to exhaust all administrative remedies prior to initiating any litigation against the Department.

S. Upon receipt of notification that the Provider is disqualified through any federal, state and/or Medicaid administrative action, the Provider agrees to not submit claims for payment to the Department for Services performed after the disqualification date.

T. The Provider agrees that any excessive payments to a Provider are overpayments that may be immediately deducted from future Department payments to any payee with the Provider's tax identification number, at the discretion of the Department. The Provider further acknowledges the Department's ability to audit payments received by the Provider, and that, if an audit reveals that the Provider has failed to comply with Department regulations, the Department may immediately recover as overpayments any excessive payments to which the Provider was not entitled. The Provider also understands that the Department may impose sanctions, including the withholding of payments, suspension or termination of participation in the Maryland Medical Assistance Program, for Provider's failure to comply with governing regulations.

U. The Provider understands that the continuation of this Agreement beyond the current term is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State legislature and/or federal sources. The Department may terminate this Agreement and the Provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Department's funding from State and/or federal sources is not appropriated or is withdrawn, limited or impaired.

V. The Provider agrees to comply with the Deficit Reduction Act of 2005 (DRA) employee education requirement imposed upon any entity, including any governmental agency, organization, unit, corporation, partnership or other business arrangement (including any Medicaid MCO), whether for profit or not for profit, which receives annual Medicaid Payments of at least \$5,000,000.

W. The Provider agrees that it has authority to bind all staff and any individual rendering providers to this Agreement and that it will provide each member that is a Medicaid provider

with a copy of this Agreement. The Provider also agrees to provide the Department with names and proof of current licensure for each individual rendering provider who is not enrolled with Maryland Medicaid as well as the name(s) of individual (s) with authority to sign billings on behalf of the group. The Provider agrees to be jointly responsible with any staff or individual rendering provider for contractual or administrative sanctions or remedies including, but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payment received. Any false claims, statements or documents, concealment or omission of any material facts may be prosecuted under applicable federal or state laws.

X. The Provider agrees to notify the Department within five (5) working days of any of the following:

1. Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction on a Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to provide Services including indictment, arrest, felony conviction or any criminal charge;
 2. Change in corporate entity, servicing locations, mailing address or addition to or removal of practitioners or any other information pertinent to the receipt of Department funds; or
 3. Change in ownership including full disclosure of the terms of the sales agreement.
- When there is a change in ownership this Agreement is automatically assigned to the new owner, and the new owner shall, as a condition of participation, assume liability, jointly and severally with the prior owner for any and all amounts that may be due, or become due to the Department, and such amounts may be withheld from the payment of claims submitted when determined. (NOTE: Section I.S.3 does not apply to Nursing Home Providers).

Y. The Provider agrees that any material breach or violation of any provision of the Agreement shall make the entire Agreement, at the Department's option, subject to cancellation.

Z. In the case of termination, the Provider shall notify Recipients at the time of termination and before rendering Services that the Provider is no longer a Maryland Medical Assistance Provider. Following termination of this Agreement, the Provider agrees to continue to retain records and reimburse the Maryland Medical Assistance Program for overpayments as described in this Agreement and as required by law, including but not limited to Maryland Health-General § 4-403.

II. THE DEPARTMENT'S OBLIGATIONS:

A. The Department agrees to reimburse the Provider for medically necessary Services provided to Recipients that are covered by the Maryland Medical Assistance Program at the time of service. Services will be reimbursed in accordance with all Program regulations and fee

schedules as reflected in the Code of Maryland Regulations or other rules, action transmittals or guidance issued by the Department.

B. The Department agrees to provide notice of changes in Program regulations through publication in the Maryland Register.

III. THE DEPARTMENT AND PROVIDER MUTUALLY AGREE:

A. That except as specifically provided otherwise in applicable law and regulations, either party may terminate this Agreement by giving thirty (30) days notice in writing to the other party.

B. That the effective date of this Agreement shall be the date the Provider is enrolled into the Department's Medicaid Management Information System. -This Agreement shall remain in effect until either party terminates the Agreement (as described in Section III A

C. That this Agreement is not transferable or assignable; and

D. That the Provider Enrollment Application submitted and signed by the Provider is incorporated by reference into this Agreement and is a part hereof as though fully set forth herein.

Provider Signature (No stamps)

Date

Provider Name (Type or Print)

Date