

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF PUBLIC WELFARE

OFFICE OF CHILD DEVELOPMENT AND EARLY LEARNING

Supplemental Provider Agreement for Participation in Pennsylvania's

Infants, Toddlers and Families Waiver

This agreement certifies that _____, agrees to participate in the Pennsylvania Medical Assistance Program, as a provider in the Infants, Toddlers, and Families Medicaid Waiver ("ITF Waiver") on the following terms:

1. The Provider shall comply with all applicable state and federal statutes, regulations, policies and announcements that pertain to participation in the Pennsylvania Medical Assistance Program, including the ITF Waiver.
2. The Provider shall maintain all records necessary to fully describe the nature and extent of all goods and services delivered to each ITF Waiver participant. Records of services shall be retained for a minimum of four years after the service is delivered, and individual child records shall be retained for a minimum of four years after discharge from service, except that records related to litigation, audit, or claims settlement shall be retained until the litigation, audit, or claim settlement is resolved.
3. The Provider shall make records available upon request to the U. S. Department of Health and Human Services, the Medicaid Fraud Control Unit (MFCU), the Pennsylvania Department of Public Welfare (Department), the Office of Child Development and Early Learning, and any other authorized governmental agency, and their designee, at such time and in such manner as the agency prescribes, at no charge.
4. The Provider shall protect the confidentiality of all information pertaining to an ITF Waiver participant, including names, addresses, Waiver services provided, and medical data about the ITF Waiver participant, such as diagnoses and history of disease and disability. Such information may be disclosed only as permitted by 34 CFR §§ 300.560 – 300.576 (relating to confidentiality of information); 34 CFR Chapter 99 (relating to family educational rights and privacy); and 45 CFR Chapter 164, Subpart E (relating to privacy of individually identifiable health information).
5. The Provider shall not discriminate on the basis of race, color, sex or national origin and shall comply with the Americans with Disabilities Act, 42 USC §§ 12101 - 12213.

6. The Provider shall not knowingly employ or contract with a person, partnership or corporation which has been disqualified from providing or supplying services to Medical Assistance recipients.

7. The Provider shall accept the Waiver payment as payment in full for the service rendered and shall not seek any additional payment from an ITF Waiver participant under any circumstances.

8. The Provider shall be responsible for the accuracy of all claims submitted under his or her Provider number, whether submitted by the Provider or on the Provider's behalf.

9. The Provider shall not bill or receive payment for services that are not authorized in the Individualized Family Service Plan (IFSP).

10. The Provider acknowledges that the submission of false or fraudulent claims could result in criminal prosecution and civil and administrative sanctions, including exclusion from participation in Medicare, the Pennsylvania Medical Assistance Program, other State Medicaid programs, and all other Federal and State health care programs.

11. The Provider shall comply with the disclosure requirements specified in federal regulations at 42 CFR Chapter 455, Subpart B (relating to disclosure of information by Providers and fiscal agents).

12. The Provider shall submit claims for ITF Waiver services in accordance with instructions issued by the Department.

13. The Provider shall comply with all federal audit requirements, including the Single Audit Act, 31 U.S.C. §§ 7501-7507; the revised Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organizations*; 45 CFR § 74.26 (relating to non-federal audits); and any other applicable statutes or regulation.

14. The Provider shall report incidents in accordance with OCDEL Announcement, EI- 08 # 02.

15. The Provider shall participate and cooperate in monitoring reviews conducted by the U.S. Department of Health and Human Services, the Department, the County Mental Health and Mental Retardation Program, and any other government agency and develop and implement corrective action plans in response to monitoring findings.

16. The Provider's enrollment in the Medical Assistance Program, when approved by the Department, is effective on _____ and will continue until the Provider is notified that its enrollment is terminated. Termination actions will proceed in accordance with state and federal law, including notice to the provider and opportunity to be heard.

17. The Provider may terminate its participation in the Medical Assistance Program and ITF Waiver upon thirty (30) days prior written notice to the appropriate County Mental Health/Mental Retardation Program and the Department.

18. Upon notice of its intent to terminate its participation in the Medical Assistance Program and the ITF Waiver, the Provider shall continue its participation in order to provide services until all ITF Waiver participants are transitioned to different providers.

Provider Signature Date

Provider Name (Typed)

Provider Address (Typed)