

**OFFICE OF MENTAL RETARDATION WAIVER
ADMINISTRATIVE ENTITY AND PROVIDER CONTRACT**

This contract between the Administrative Entity (AE), herein referred to as the Administrative Entity or AE, and the provider _____ herein referred to as the "Provider" sets forth the terms of participation in the approved Medicaid Waiver Program, herein referred to as the "Program".

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.

1. THE PROVIDER AND ADMINISTRATIVE ENTITY AGREE:

- A. Payments for waiver eligible services will be in accordance with 55 Pa. Code Chapter 4300 County Mental Health and Mental Retardation Fiscal Manual, and Title 42, CFR Part 447, Payments for Services, or any subsequent bulletins issued by OMR.
- B. Payment for non-eligible waiver services must be covered in a separate standard Administrative Entity provider contract for base services.
- C. 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 Administrative Entity will participate for the identified services. When payment is based on established fees, the provider is not required to negotiate or determine unit costs.
- D. Provider shall supply proof of public liability, personal liability (including malpractice), property damage, and workers compensation insurance, all with respective coverage amounts and deductibles acceptable to the County Program/AE, that protect the Provider against any and all claims which may arise out of the Provider's performance of this contract. With respect to the aforesaid public liability insurance, the County Program/AE shall be named as additional insureds. Proof of insurance shall be forwarded to County Program/AE upon request.

- E. The PROVIDER shall maintain minimum insurance coverage as follows:
- Commercial General Liability Insurance, \$1,000,000/occurrence - \$1,000,000/aggregate, with the County Program/AE listed as additional insured;
 - Professional Liability Errors and Omissions Insurance, \$1,000,000/each occurrence - \$1,000,000/ aggregate;
 - Workers' Compensation Insurance, Pennsylvania Statutory Coverage.
- (A) The insurance coverage specified above must insure, as they may appear, The County Program/AE and all other parties to this contract. The County Program/AE shall be listed as an additional insured on said policies. Certification of said insurance coverage shall be submitted to the County/AE prior to execution of this contract. The insurance coverage shall be maintained by provider for the entire period of the contract at provider's sole cost and expense.
- All indemnification provisions specified above apply only to liability caused by the provider's actions and do not protect Administrative Entities against liability caused by their own actions.

2. THE PROVIDER AGREES:

- A. The provider shall specify the approved waiver services they will provide:

Service	Location	Rate

- B. To use the Home and Community Services Information System (HCSIS) or local County process for billing and invoicing.
- C. The provider shall use funds available for waiver services for only those services authorized by the Administrative Entity in accordance with the Individual Support Plan.

- D. The provider agrees that the standard provisions included in this contract will be applicable to and included in each subcontract for waiver services.
- E. To participate in external reviews and to develop and implement timely corrective action plans in response to monitoring findings.
- F. To follow all applicable local laws when local law is not in conflict with Medicaid statute and regulations.

3. THE ADMINISTRATIVE ENTITY AGREES:

- A. The Administrative Entity retains the right to delegate responsibilities to verify licensed and non-licensed provider qualifications and standards.
- B. The Administrative Entity, as a designee of the Commonwealth, retains the right to withhold, restrict and require the return of waiver funding for any provider who does not meet qualifications and standards established in the Department of Public Welfare's approved waiver application(s).
- C. Allowable cost standards shall be used by the Commonwealth (and therefore the Administrative Entity) for determining rates for unit of service contracts. The Administrative Entity, as a designee of the Commonwealth, will not participate in the portion of a rate which contains disallowed costs or exceeds maximum levels of reimbursement established by the Administrative Entity.

This contract is effective from July 1, 20_____ until June 30, 20_____ .

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Administrative Entity Signature(s):

1. _____
AE Representative Name (Typed) AE Representative Signature Date
2. _____
AE Representative Name (Typed) AE Representative Signature Date
3. _____
AE Representative Name (Typed) AE Representative Signature Date
4. _____
AE Representative Name (Typed) AE Representative Signature Date
5. _____
AE Representative Name (Typed) AE Representative Signature Date
6. _____
AE Representative Name (Typed) AE Representative Signature Date

Provider Signature(s):

1. _____
Provider Name (Typed) Provider Signature Date
2. _____
Provider Name (Typed) Provider Signature Date