



STATE OF MARYLAND

**DHMH**

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Maryland Department of Health and Mental Hygiene  
Mental Hygiene Administration  
Spring Grove Hospital Center – Dix Building  
55 Wade Avenue – Catonsville, Maryland 21228

Martin O'Malley, Governor – Anthony G. Brown, Lt. Governor – John M. Colmers, Secretary  
Brian M. Hepburn, M.D., Executive Director

**STATE OF MARYLAND  
PROVIDER AGREEMENT FOR  
DELIVERY OF  
SERVICES REGULATED BY  
THE MENTAL HYGIENE ADMINISTRATION**

**WHEREAS**, Maryland funds services for individuals with mental illness who are either Medicaid eligible or for whom, because of the severity of the need, the financial need, and the lack of alternative funding, the State subsidizes the cost of care, in whole or in part through the Public Mental Health System (“PMHS”);

**WHEREAS**, the Mental Hygiene Administration (“MHA”) of the Department of Health and Mental Hygiene (“DHMH”) in cooperation and collaboration with the Core Service Agencies (“CSA”), the local mental health managers, agents for their respective counties, administers the PMHS;

**WHEREAS**, MHA, in collaboration with CSAs, consumers, families, and providers, establishes service needs, service standards, and payment rates to assure that PMHS services are of high quality and efficiently and economically rendered;

**WHEREAS**, MHA needs the cooperation of a wide range of Providers who are committed and willing to serve Medicaid recipients and individuals whose cost of care is subsidized by the State;

**WHEREAS**, MHA contracts with an Administrative Service Organization (“ASO”) to assist MHA/CSA in implementing this system and in collecting certain data to better evaluate the need for services;

**WHEREAS**, the Provider desires to participate in the PMHS by providing services to individuals with mental illness and by assisting the State in collecting data to determine the most effective way to utilize State and federal funds while delivering high quality mental health services; and

**WHEREAS**, in order to be reimbursed for services rendered to individuals whose cost of care is subsidized in whole or in part by the State, the Provider shall enter into an Agreement with MHA;

**THEREFORE**, in consideration of the agreements contained in this document, MHA, the respective CSA, and the Provider enter into the following Agreement that commences upon the execution of this Agreement and terminates as contained herein.

### **PROVIDER RESPONSIBILITIES**

The Provider agrees that it shall:

- A. Maintain either a current license or approval in the State of Maryland where the service is provided, or has DHMH approval to bill for services provided;
- B. Unless the Provider only delivers a non-Medicaid reimbursed service, be a provider in the Maryland Medical Assistance Program ("Medicaid");
- C. Comply with all applicable requirements of MHA and Medicaid, some of which are specified below, as well as any other applicable regulations, transmittals, and guidelines issued by Medicaid, MHA, or both. This includes all transmittals, instructions, and notices posted on MHA's Administrative Services Organization ("ASO"), Medicaid's web site, and MHA's web site.
- D. Comply with:
  - 1. For all licensed or approved providers:
    - a. The Provider Manual;
    - b. COMAR 10.21.25 and 10.09.70; and
    - c. All requirements under the specific practice act for the licensed mental health professional in the field of:

- (i) Medicine;
- (ii) Nursing;
- (iii) Psychology;
- (iv) Professional counseling;
- (v) Social work; or
- (vi) Occupational therapy.

2. For all Medicaid providers, COMAR 10.09.36, and all other Medicaid regulations governing Medicaid providers;

3. For MHA community mental health regulated programs under COMAR 10.21.16, 10.21.17, and applicable chapters for providers approved under:

- (a) COMAR 10.21.18, Therapeutic Nursery Programs;
- (b) COMAR 10.21.19, Mobile Treatment Services;
- (c) COMAR 10.21.20, Outpatient Mental Health Center Services;
- (d) COMAR 10.21.21, Psychiatric Rehabilitation Programs for Adults;
- (e) COMAR 10.21.22, for Residential Rehabilitation Programs;
- (f) COMAR 10.21.26, for Residential Crisis Services;
- (g) COMAR 10.21.27, for Respite Services;
- (h) COMAR 10.21.28, for Mental Health Vocational Services;
- (i) COMAR 10.21.29, Psychiatric Rehabilitation Programs for Minors.

4. COMAR 10.09.59, Rehabilitation Services, and all Medicaid Regulations governing the Medicaid providers, for providers approved under:

- (a) COMAR 10.21.19, Mobile Treatment Services;
- (b) COMAR 10.21.20, Outpatient Mental Health Centers;
- (c) COMAR 10.21.21, Psychiatric Rehabilitation Programs for Adults;
- (d) COMAR 10.21.29, Psychiatric Rehabilitation Programs for Minors.

5. For other Public Mental Health System programs approved under:

- (a) COMAR 10.21.02, Free-Standing Psychiatric Day Treatment Programs (partial hospitalization programs);
- (c) COMAR 10.09.34, Therapeutic Behavioral Services;

- (d) COMAR 10.09.45, Mental Health Case Management Programs;
- (e) COMAR 10.09.46, Traumatic Brain Injury Waiver Programs;
- (f) COMAR 10.09.79, Psychiatric Residential Treatment Facility (PRTF)

Demonstration Waiver; and COMAR 10.21.10, Psychiatric Residential Treatment Facility (PRTF) Demonstration Waiver Providers.

E. Maintain for a minimum of six (6) years and for minors three (3) years past their eighteenth (18th) birthday, whichever is greater adequate and clear recipient medical records that include but are not limited to: the date of the encounter, the nature of the encounter, the length of the encounter, the identity of the Mental Health staff providing service, assessments, service plans, contact and progress notes;.

F. Ensure 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, Sections 4-301 and following and the Health Insurance Portability and Accessibility Act (HIPAA);

G. Once authorized, provide services and goods without regard to race, creed, color, age, sex, national origin, marital status, or physical or mental disabilities informing all consumers served of their rights under the PMHS;

H. Accept referrals only for services which Provider is qualified to deliver;

I. Assist each consumer in accessing any entitlements for which they may be eligible and maintain documentation of financial information in the medical record to support the PMHS eligibility and update when the consumer's financial condition changes;

J. Accept the rate of payment established by DHMH for services as set forth in COMAR 10.21.25 or in applicable regulations of the Medical Assistance Program;

1. Submit accurate payment requests no later than 12 months after providing service only for those individuals whom the ASO has determined eligible and the ASO has preauthorized the care based on Maryland's medical necessity criteria for when services are provided.

2. In no event, for services provided to Medicaid recipients, who are reimbursed through Medicaid, seek payment from the recipient;

3. Except for consumers' contribution to room and board, and other household expenses associated with an individual's basic needs in an RRP residence, not to exceed the provider's cost of care, or consumers who are uninsured, collect a co pay as determined by MHA and not seek payment from the recipient for services which MHA funds.

4. Recognizing that Medicaid is the payer of last resort, wherever possible, assist the individual in maximizing any other coverage which is available;

K. Disclose to MHA any personal financial interest which would conflict with the performance of services to consumers covered by this Agreement, including;

1. 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;

2. 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;

L. For Not for Profit providers, comply with all Internal Review Service (IRS) requirements for Board composition, corporate compensation and charitable purpose;

M. Comply with all procedures and requirements of MHA and its contractor including using specified forms and submitting all required reports in a timely fashion, as requested;

N. Cooperate with DHMH/MHA by assisting and consulting with MHA in the defense or investigation of any claim, suit or action brought by a third party against MHA as a result of duties performed under this Agreement;

O. Permit MHA, the CSA, the ASO or any other authorized agents/designees to audit records for clients serviced under this agreement;

P. Promptly submit, as requested, at a minimum the following information to DHMH, CSA, or the ASO;

1. Any records needed to assess the quality of care; and
2. Any information, including medical records, needed to investigate grievances or complaints.

- Q. Notify MHA of any change in the composition of its Board, change in the corporate officers and address;
- R. Notify MHA and the CSA in the event that the Provider faces financial difficulties which threaten the continuation of care to the consumers being served;
- S. Train all staff as is required in COMAR 10.21.17 as to their duties and responsibilities and laws governing fraud and abuse;
- T. Provide MHA ninety (90) days written notice if Provider wishes to terminate this Agreement; and
- U. In the event of termination of this Agreement:
  - 1. In writing, notify all current consumers; and
  - 2. Through designated Core Service Agency arrange, for alternative services, as appropriate, for any current consumers prior to terminating this Agreement.

### **MHA RESPONSIBILITIES**

MHA and its ASO agree that it shall ensure that:

- A. As soon as possible after receipt of a clean claim, pay the Provider for necessary services provided in accordance with all DHMH regulations and the ASO contract within:
  - (1) 14 days for electronic claims;
  - (2) 21 days for 99% of paper claims; and
  - (3) 30 days for 100% of paper claims.
- B. The Provider receives clear and timely written notice of proposed changes in any MHA regulations prior to the implementation and relevant information regarding the delivery of services and payment for same;
- C. In the event that MHA 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; and
- D. The PMHS and ASO provides technical assistance on the procedures required by the ASO for the authorization and payment of claims for PMHS services.

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**Brian M. Hepburn, M.D., Director  
Mental Hygiene Administration**

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**Date**

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**Core Service Agency Director**

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**Date**

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**Authorized Provider Representative**

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**Date**

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**Title**

**PROVIDER INFORMATION**

Name of Program Operating Service:

Type of Corporation, if applicable:

President of Corporation:

Person Responsible for Completion of Form:

Signature of President of the corporation:

Address:

City/state/zip:

Telephone:

Facsimile:

E-mail:

Resident Agent:

FEIN (Federal Employer Identification Number):



MHA Services Licensed or Approved to Provide:

Name of Provider:

Executive Director/CEO:

Financial Manager/CFO:

Address:

City/state/zip:

Telephone:

Facsimile:

E-mail:

CSA: