



CONTRACT FOR ITEMS OR SERVICES
DELIVERED TO
DELAWARE MEDICAL ASSISTANCE PROGRAM ELIGIBLES
IN
THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES

This Contract is entered into between the State of Delaware, Department of Health and Social Services (the Department), Division of Medicaid and Medical Assistance (the Division), Delaware Medical Assistance Program (DMAP) and the organization or individual identified on the signature page of this Contract (the Provider).

The Provider does hereby agree to the following conditions:

1. Applicable Laws and Regulations

The Provider agrees, as a participant in the programs under the authority of the Delaware Medical Assistance Program (DMAP), to abide by the rules, regulations, policies and procedures of the DMAP, and to comply with all the terms, conditions, and requirements as set forth herein. Failure to comply with any of the terms, conditions, and provisions of this Contract may result in delay, reduction, or denial of payment or in the application of penalties against the Provider. The Provider also understands that penalties may be imposed for failure to observe the terms of the Social Security Act.

A copy of the current DMAP policies, rules, and regulations will be sent to the Provider upon execution of this Contract. Additional copies will be made available at cost upon request of the Provider. Revisions and amendments to the DMAP policies, rules, and regulations will be disseminated through newsletters mailed to the Provider or through notices sent by the DMAP or its Fiscal Agent. The Fiscal Agent refers to the organization with whom the DMAP has contracted to be responsible primarily for receiving, processing, and paying claims submitted by a DMAP-enrolled provider for items or services rendered to a DMAP eligible. A DMAP eligible refers to an individual who has applied for and been determined to qualify for the medical services covered by the DMAP.

2. Licensure

The Provider must be properly licensed and/or certified to provide the items or services for which it bills the DMAP. Failure to obtain and maintain the proper licensure, certification or other requirements to provide items or services during the term of this Contract will result in penalties and/or in denial of payment by the DMAP. The Provider must also obtain and maintain a business license as appropriate.

3. Payment for Items or Services

The submission by or on behalf of the Provider of any claim for payment under the DMAP shall constitute certification by the Provider that the items or services for which payment is claimed were in compliance with the DMAP rules, regulations and policies, including but not limited to: that the items or services were actually rendered by the Provider to and medically necessary for the person identified as the DMAP eligible; that the claim does not exceed the Provider's charge for the same or equivalent items or services provided to persons who are not DMAP eligibles; that the claim is correctly coded in accordance with billing instructions prescribed by the DMAP; and, that all information submitted with or in support of the claim is true, accurate, and complete.

The DMAP agrees to reimburse the Provider for those allowable medical and related items or services provided to a DMAP eligible in amounts determined solely at the discretion of the DMAP in accordance with the Federal Medical Assistance Program or the DMAP laws and regulations. Reimbursement will be in accordance with policies as established by the DMAP. The DMAP may deny reimbursement for any cost incurred for items or services rendered not in compliance with this Contract. Payment by the DMAP is subject to the availability of State and/or Federal funds.

Prior to billing the DMAP, the Provider shall be responsible for identifying and making collection from any other third party payer who may, by insurance contractor or otherwise, be liable for all or part of the cost of items or services provided, except where waived by DMAP policy. In the event that a claim with third party liability coverage exists and has been paid by the DMAP, the Provider shall promptly reimburse the DMAP in accordance with the DMAP policies and procedures.

The Provider shall not solicit, charge, accept, or receive any money, gift or other consideration from a DMAP eligible or from any other person on behalf of the eligible for any service or item allowable under the DMAP, except to the extent that the DMAP regulations require a DMAP eligible contribution or require the Provider to bill a third party prior to billing the DMAP.

Prior to rendering any item or service, the Provider shall inform the DMAP eligible of any item or service which the Provider will deliver to him or her which will not be covered by the DMAP and for which item or service the DMAP eligible must pay.

The Provider shall accept the amounts paid to it by the DMAP in accordance with the DMAP regulations as payment in full for such items or services.

I understand in endorsing or depositing checks or accepting electronic fund transfers that payment will be from Federal and State funds and that any falsification, or concealment of a material fact, may be prosecuted under Federal and State law.

4. Restitution of Overpayments

The Provider shall make proper and timely restitution to the DMAP for any payments received in excess of amounts due to the Provider under the DMAP regulations or payment schedules whether such overpayment is discovered by the Provider or by the DMAP. The DMAP retains the right to offset reimbursements to be made to the Provider subsequent to the identification of an overpayment.

5. Retention and Disclosure of Records

The Provider agrees to maintain or to make available at a location within the State of Delaware, such records as are necessary or deemed necessary by the DMAP to fully disclose and substantiate the nature and extent of items and services rendered to the DMAP eligibles, including the Provider's schedule of fees charged to the general public to verify the comparability of charges for such items and services provided to non-DMAP individuals. The DMAP may exempt providers who show cause from maintaining records or from making such records available within the State of Delaware. However, the Provider shall be responsible for all costs (including travel, accommodations, meals, etc.) associated with audits conducted outside the State of Delaware.

All records shall be made available at once and without notice to authorized Federal or State representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc. or determining compliance with Federal and State regulations and statutes. Further, all records shall be made available for inspection and reproduction for the purpose of determining the reasonableness and necessity of items or services provided to an eligible or for any other appropriate purpose.

The Provider shall retain medical, financial, and other supporting records relating to each DMAP claim for not less than five (5) years after the claim is submitted. In the event that this Contract is terminated, the Provider's records shall remain subject to the DMAP regulations. Records involving litigation shall be retained for one (1) year following the termination of such litigation.

6. Non-Assignability

The Provider shall not enter into any subcontract for any portion of the items or services covered by this Contract without obtaining prior written approval of the DMAP. The subcontract shall be subject to all the conditions and provisions of the Contract. The requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff providing the items or services covered by this Contract.

7. Safeguarding of Eligible Information

The use or disclosure by the Provider of any information concerning a eligible for any purpose not connected with the administration of the DMAP's or Provider's responsibilities with respect to items or services provided under this Contract is prohibited except on written consent of the eligible, his or her attorney, a responsible sponsor or next-of-kin.

8. Eligibility

The Provider is responsible for determining that any individual to be served by the Provider in fact has a current valid DMAP card or, for those DMAP populations not eligible for Medicaid (Title XIX), any other proof of eligibility as defined by DMAP policy. The Provider shall make such determination prior to rendering any medical service. The DMAP will not reimburse the Provider for the amount of any invoice submitted for items or services provided to any person not determined eligible for the DMAP at the time the item or service is rendered.

9. Resolution of Disputes

This Contract shall be interpreted and any disputes resolved according to the laws of the State of Delaware.

10. Non-discrimination and Refusal to Provide Items or Services

The Provider agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other Federal, State, local or any other anti-discriminatory act, law, in the policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service eligible because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria. However, the provider has the right to refuse to provide items or services to a DMAP eligible in accordance with the principles of his/her profession or established by the Provider as long as the principle does not constitute unlawful discrimination, a violation of the Delaware Patient Bill of Rights, or a violation of any other DMAP policy.

11. Employer's Responsibility

The Provider is responsible for the proper licensure and actions of his/her employees. The DMAP will regard any failure to comply with the DMAP's rules, regulations or policies or any negligent or fraudulent act by such an employee against the DMAP as an action of the Provider.

12. Liability

The Provider recognizes that he/she is operating as an independent provider and that he/she is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons or damage to or destruction of any and all property, of any nature, arising out of the Provider's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act or omission on the part of the Provider in his negligent performance under this Contract. The Provider recognizes that he/she can either be self-insured or carry professional liability insurance to deal with the above-described liability. Proof of such insurance or proof of sufficient assets for self-insurance may be required by the DMAP. The Provider agrees to save and hold harmless the DMAP from any liability which may arise as a result of Provider's negligent performance under this Contract.

13. Antitrust

In the event the Provider is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Provider that impact on the budget for this Contract, the Provider agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro rata portion of the damages awarded that are attributable to the goods or services used by the the Provider to fulfill the requirements of this Contract. In the event the Provider refuses or neglects, after reasonable notice by the Department, to bring such anti-trust action the Provider shall be deemed to have assigned such action to the Department.

14. Disclosure Requirements

The Provider agrees to comply with applicable requirements regarding disclosure of information stipulated by Federal regulation and as found in 42 CFR (Code of Federal Regulations) 455, subpart B.

15. Advance Directives Requirements

The Provider agrees to comply with applicable requirements regarding advance directives for hospitals, nursing facilities, providers of home health care and personal care services, hospices, and HMOs stipulated by Federal regulation and as found in 42 CFR (Code of Federal Regulations) 489, subpart I and 417.436(d).

16. Amendment

This Contract shall not be altered, changed, modified or amended except by written consent of all parties to the Contract.

17. Termination and Suspension

This Contract may be terminated by the DMAP for documented unsatisfactory performance of this Contract; by the DMAP or the Provider as a result of loss of funding or reduction of funding for Provider services; or, by either the DMAP or Provider upon 30 days written notice to the other party. The DMAP has the right to terminate or suspend a provider without prior notice when necessary to safeguard its interests or to protect the interests of any DMAP eligible.

If the Provider is suspended or excluded from participation in the Medical Assistance Program of another state or from the Medicare program, the Provider shall promptly notify the DMAP in writing of such suspension or exclusion.

The DMAP will not make payment to any Provider who is suspended or excluded from participation in the Medical Assistance Program or the Medicare Program, for the term of the Provider's suspension or exclusion. Nor may any Provider who has been so suspended or excluded receive or retain any payment from the DMAP either directly from the DMAP or indirectly for any service through any group practice, clinic, medical center, managed care organization, or other facility or individual Provider. If the Provider's license to practice his profession is suspended, revoked, or otherwise impaired in any jurisdiction, the Provider shall immediately notify the DMAP.

18. Signature Requirements; Effective Date for Contract and Claim Submission

This Contract shall be effective after signatures by all parties and shall continue unless notice of termination is given by either party. The Provider agrees that the Provider personally has signed this contract or that the individual who has signs this contract has legal authority to do so on behalf of the Provider.

The Provider may be approved by the DMAP for payment for items or services that precede the signatures by all parties; claims for such items or services must be submitted in conformance with the DMAP policies and the terms of this Contract. The Provider also acknowledges that claims with dates of service which exceed one year from the date of the receipt of the claim by the DMAP's Fiscal Agent may be denied.

This Contract constitutes the entire Contract entered into by the parties, and there are no other Contracts or understandings relating to the subject matter of this Contract which are not incorporated herein.

DIAMOND STATE PARTNERS CONTRACT ADDENDUM



DIAMOND STATE PARTNERS

This Contract Addendum sets forth conditions related to the Provider's participation in the Diamond State Partners Managed Care Program. The Provider agrees and understands, as a participant in Diamond State Partners, to abide by the rules, regulations, policies and procedures of the DMAP as stated in the DMAP Contract proceeding this Addendum, and to comply with all the terms, conditions, and requirements as set forth in the agreement. Failure to comply with any of the terms, conditions, and provisions of the Contract and this Addendum may result in delay, reduction, or denial of payment or in the application of penalties against the Provider.

The Provider does hereby agree to the following additional conditions as a participating Provider for the Diamond State Partners program:

19. After Hours Coverage
Provider shall maintain reasonable and adequate hours of operation, including 24-hour availability of information, referral and treatment for emergency medical conditions.
20. Rosters
DMAP shall supply to the Provider a list of all patients/clients who have selected or have been assigned to the Provider with the understanding that the Provider is able to accept the HIPAA-standard 834 transactions.

DIAMOND STATE PARTNERS SIGNATURE PAGE

FOR THE PROVIDER SIGNATURE

Signature Date

Please Type or Print (legibly):

Name of the Individual Signing the Contract Title

Name of the Provider as Indicated on the Application

Place of Service Address on the Application

DO NOT WRITE BELOW THIS LINE: NOT FOR PROVIDER USE

FOR THE DMAP SIGNATURE

Signature Date

Rita Landgraf DHSS Secretary
(or) Rosanne Mahaney (Designee) DMMA Acting Director
Name Title

The State Of Delaware/ Department of Health and Social Services/Division of Medicaid and Medical Assistance/Medical Assistance Program
Organization/Company Name
Contblp10.doc

FOR OFFICE USE ONLY

Name of the Provider Applying for Diamond State Partners Enrollment

Type
Initials
Date