

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF DEVELOPMENTAL PROGRAMS**

**Provider Agreement for Participation in Pennsylvania’s Consolidated, Person/Family Directed Support and Community Living Waivers**

This Provider Agreement is effective January 1, 2018, for purposes of \_\_\_\_\_ [Provider’s Name]’s (hereinafter “Waiver Provider”) participation in Pennsylvania’s Consolidated Waiver, Person/Family Directed Support Waiver and/or Community Living Waiver.

Whereas, the Department of Human Services (“Department”), Office of Developmental Programs (“ODP”) administers Pennsylvania’s Consolidated Waiver, Person/Family Directed Support Waiver and Community Living Waiver (“Waiver Programs”); and

Whereas, Waiver Provider seeks to provide services to persons eligible to receive waiver services (“Waiver Participants”); and

Whereas, waiver services are supported by federal and state funds, and ODP must administer the Waiver Programs consistent with the terms of the waivers approved by the Centers for Medicare and Medicaid Services (“CMS”) (“approved waivers”);

Now, therefore, Waiver Provider, as a condition of participation in the Waiver Program, agrees:

1. To comply with the following (collectively, “Waiver Program Standards”): federal and state statutes and regulations that apply to the Waiver Programs and Waiver Provider, including but not limited to those governing participation in the Pennsylvania Medical Assistance Program, confidentiality, and nondiscrimination; and policy bulletins governing the Waiver Programs issued by ODP (including but not limited to monitoring of Waiver Provider’s service delivery and of claims submitted for services delivered); provided, however, that Waiver Provider does not thereby waive any rights it has under state and federal law relating to the Waiver Program Standards, including but not limited to ODP’s interpretation and application of the Waiver Program Standards to Waiver Provider.
2. To comply with the approved waivers; including all standards enumerated in the service definition(s) which the Waiver Provider will be rendering, provider qualification requirements and other requirements established by the Department as outlined in the approved waivers.
3. To deliver waiver services in accordance with the terms of the Individual Support Plan of each individual served by Waiver Provider in a manner that meets professionally recognized standards of care. For the purpose of this paragraph, the Individual Support Plan is the Individual Support Plan that is in the possession

of Waiver Provider, after Waiver Provider has made good faith efforts to obtain the most current Individual Support Plan.

4. To provide records, as requested, to the Department, the United States Department of Health and Human Services, the Pennsylvania Office of Attorney General (Medicaid Fraud Control Unit), and other authorized federal and state agencies, or their designees, regarding waiver services delivered and payments received by Waiver Provider.
  
5. This Agreement shall continue in effect until it is terminated by either provider or the Department upon thirty (30) days prior written notice to the other party or until it is superseded by a new agreement. The notice of termination must state the date of termination.

\_\_\_\_\_  
(Provider signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed name of signatory)

\_\_\_\_\_  
(Title of signatory)

\_\_\_\_\_  
(Printed name of provider)

\_\_\_\_\_  
(Master Provider Index- MPI number, if known)

\_\_\_\_\_  
(Provider address)

\_\_\_\_\_  
(Federal Employer Identification Number- Federal EIN)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(E-mail address)

**For Completion By ODP Staff When The Provider Does Not Have A MPI Number At The Time This Agreement Was Completed:**

**Master Provider Index – MPI Number:** \_\_\_\_\_