

# Memorandum of Agreement (MOA)

between

The Agency for Persons with Disabilities (APD)

and

\_\_\_\_\_  
[Solo Practitioner's Name OR Agency (Group Provider) Name]

for

Consumer Directed Care Plus (CDC+)

## Consultant Services

The Agency for Persons with Disabilities, hereinafter referred to as 'APD', is implementing and monitoring Consumer Directed Care Plus (CDC+), a long-term care program alternative to the Medicaid Home and Community Services (HCBS) waiver, in cooperation with the Agency for Health Care Administration. This agreement outlines the responsibilities of APD and the consultant, be that as a solo practitioner provider or an agency (i.e., group provider), hereinafter referred to as 'the provider,' with regard to the provision of CDC+ consultant services. An agency or group provider understands and agrees that this MOA applies to the group and individually to each consultant within that group.

### I. APD agrees to:

1. Provide ongoing training and technical assistance to consultants to assist them in fulfilling their roles and responsibilities as CDC+ consultants.
2. Ensure consultants receive the necessary training and resource materials to educate and train CDC+ consumers.
3. Monitor CDC+ consultants for compliance with the requirements set forth in the CDC+ Coverage, Limitations, and Reimbursement Handbook (Handbook), incorporated herein by reference, and rules for APD's CDC+ program promulgated by the Agency for Health Care Administration.
4. Pay the consultant in accordance with full waiver support coordinator rates.

### II. The provider, \_\_\_\_\_, who is a solo practitioner, agrees to:

OR

### II. The provider, \_\_\_\_\_, who is an agency (i.e., group provider), agrees that each trained consultant in its employ shall:

1. Complete all required training for CDC+ consultants(s) as provided by APD.
2. Maintain a caseload of no more than the number of consumers specified by APD for Waiver Support Coordination Services. A caseload may be a combination of DD/HCBS Waiver consumers and CDC+ consumers.
3. Submit 30 days' advance written notice to the local APD Regional or Field Office if the individual consultant wishes to limit his or her caseload to CDC+ consumers only.
4. Accept all individuals who select the provider for consultant services and not reject any individual referred to them or who selects them from within the geographic boundaries approved by the APD Regional or Field Office. The agency may grant exceptions to this requirement in writing.
5. Support consumers' rights to enroll in CDC+ and to make independent choices about services and purchases that are consistent with program guidelines.
6. Participate in ongoing training and technical assistance offered by APD CDC+ staff.

7. Comply with the requirements set forth in the CDC+ Handbook, incorporated herein by reference, and rules for APD's CDC+ program promulgated by the Agency for Health Care Administration.
8. Monitor the transition of consumers transferring from the 1915(c) DD/HCBS Waiver to CDC+.
9. Assist consumers in transferring back to the 1915(c) DD/HCBS Waiver in the event of a dis-enrollment from CDC+.
10. Contact APD for clarification or assistance as needed.
11. Maintain case notes of all contacts with the consumer/representative, area staff, the fiscal/employer agent (F/EA), and APD central office CDC+ staff.
12. Indemnify, defend, and hold harmless APD and all of APD's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission by the provider, its agents, employees, or subcontractors during the performance of this Agreement.

**III. Termination**

1. This Agreement between APD and \_\_\_\_\_ becomes effective when signed by both parties and shall continue in full force and effect unless otherwise amended in writing and signed by both parties, or terminated by either of the two parties, without cause, upon written notice to the other at least thirty (30) days prior to the proposed termination date.
2. This Agreement may be terminated for the provider's non-performance or misconduct upon no less than twenty-four (24) hours' notice in writing to the provider.
3. For agreements between APD and a group provider, APD reserves the right to terminate, at will and without cause, the services of an individual consultant employed by an agency.
4. Waiver by either party of any breach of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach of any term or condition of this Agreement.
5. If APD determines that the provider is not performing in accordance with any term or condition in this Agreement, the department may, at its exclusive option, allow the provider a period of time to achieve compliance. The provisions herein do not limit APD's right to any other remedies at law or in equity.

**APD Region \_\_\_\_\_ Manager**

_____	_____	_____
Print Name	Signature	Date

**Solo Practitioner OR Agency's Representative**

_____	_____	_____
Print Name	Signature	Date

**Medicaid Provider No. for Consultant Services:** \_\_\_\_\_