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Memorandum of Agreement  
between  
The Department of Children and Families  
Developmental Disabilities Program  
& Agency for Persons with Disabilities  
and

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

for the  
Consumer Directed Care Plus (CDC+) Medicaid Waiver

**Consultant Services**

The Department of Children and Families & the Agency for Persons with Disabilities, hereinafter referred to as 'the department', is implementing and monitoring Consumer Directed Care Independence Plus (CDC+) Medicaid Waiver, in cooperation with the Agency for Health Care Administration, the Department of Elder Affairs, and the Department of Health. This agreement outlines the responsibilities of the department 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.

**I. The Department 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 standards described in the Quality Management Plan, included in this agreement as **Attachment A**.
4. Pay the consultant in accordance with 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 the Department.
2. Maintain a caseload of no more than **36** consumers. A caseload may be a combination of Developmental Services Home and Community-Based Services Waiver consumers and CDC+ consumers.
3. Submit 30 days' advance written notice to the local District Developmental Disabilities Program Office **if and only 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 District. The Department 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 department CDC+ staff.
7. Implement and adhere to the quality service standards for consultant services as described in the Quality Management Plan, included with this agreement as **Attachment A**.
8. Monitor the transition of consumers transferring from the Developmental Services Home and Community-Based Services Waiver to CDC+.
9. Assist consumers in transferring back to the 1915(c) Developmental Services Home and Community-Based Services Waiver in the event of a dis-enrollment from CDC+.
10. Contact the department for clarification or assistance as needed.

11. Maintain case notes of all contacts with the consumer/representative, district staff, the fiscal agent, and central office CDC+ staff.
12. Indemnify, defend, and hold harmless the department and all of the department'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 by and between the Department of Children and Families & the Agency for Persons with Disabilities 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. 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.
4. If the Department 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 the Department's right to any other remedies at law or in equity.

**APD District \_\_\_\_\_**

\_\_\_\_\_  
[District Administrator]

\_\_\_\_\_  
(Solo Practitioner **OR** Agency's representative)

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_