

FIRST STEPS EARLY INTERVENTION SERVICES SYSTEM

Central Reimbursement Office Agency/Independent Contractor Agreement

This Agency/Independent Provider Agreement is entered into by and between the Division of Disability and Rehabilitative Services, as the Part C Lead Agency, hereinafter referred to as DDRS, and _____, hereinafter referred to as the Agency.

- A. Purpose of Agreement:** The purpose of this Agreement is to establish the obligations, expectations and relationship between DDRS and the Agency, and to ensure that quality services are made available to eligible children and their families.

The Agency and Service Providers/Individuals represented here also agree to the terms of *Rider A: Service Provider Agreement*, as well as the *Indiana Health Coverage Programs (IHCP) Provider Agreement*, *Service Definitions*, *Personnel Guidelines*, *Provider Billing Manual*, and any updates or issue clarifications, which are incorporated by reference into this Agency Agreement.

- B. Definition of Provider Services:** The Agency has represented to DDRS the ability to provide specific service(s) as defined in federal and state regulations, certifying that he/she meets all current state enrollment, credentialing and/or licensure requirements established as of the effective date of this Agreement.

- C. Agreement Effective Dates:** For initial, original enrollment, the agreement effective date is the date of the actual enrollment. For renewal agreements, the effective date will be the signature date. This Agreement, and any incorporated Rider, constitutes the sole agreement between the parties. No representation oral or written not incorporated herein shall be binding upon the parties. This Agreement, upon execution, supersedes and replaces any prior Central Reimbursement Office (CRO) Service Provider Agreement previously executed by the Agency. Unless otherwise terminated by DDRS, this agreement shall remain in effect for a period of two (2) years from the effective date, at which time the agreement may be renewed by DDRS or terminated by either party.

- D. Independent Contractor:** The Agency is an independent contractor for whom no federal or state income tax will be deducted by DDRS, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to state employees will accrue.

- E. Indemnification:** The Agency shall assume responsibility and liability for any damage or loss, of any kind or nature whatsoever to any person or property, caused by or resulting from any error or omission of the Agency, or negligent act of the Agency, arising from the performance of the services as contained in this Agreement. The Agency shall defend, indemnify, and hold harmless DDRS, or its agent, from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be subjected by reason of any such loss or damage. The Agency agrees to cooperate with DDRS or its agent in defense of any claims brought or actions filed against DDRS or its agent where such claims or actions involve, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

- F. By execution of this Agreement, the undersigned entity (Agency) requests enrollment as a provider of services to DDRS for infants and toddlers evaluated and found to be eligible and thus enrolled in the First Steps Early Intervention Services System (First Steps), and as a condition of enrollment, the Agency agrees to:**

1. Be knowledgeable of and abide by all applicable federal and state laws, rules, regulations, policies and procedures related to this program including but not limited to 20 U.S.C. §1431 *et seq.*; 34 C.F.R. Part 303 (Individuals with Disabilities Education Improvement Act--Early Intervention Program for Infants and Toddlers with Disabilities); 34 C.F.R. Part 99 (Family Education Rights and Privacy Act (FERPA)); 34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 and 45 CFR Part 84); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*); PL 104-191 (Health Insurance Portability and Accountability Act of 1996 (HIPAA)); 470 IAC 3.1 and successor rules and IC 12-12.7-2 (First Steps Early Intervention System);

2. Agree to comply with and participate in all Quality Assurance activities endorsed and promoted by First Steps or their agent, including but not limited to: routine supervision, monitoring activities, self-assessment, data collection and reporting obligations, record or chart audits, financial audits, complaint investigations, and consumer

satisfaction surveys;

3. Be in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and Debarment and Suspension, as related to Part C;

4. Register business with Indiana's Secretary of State, ensure the location of the business meets ADA requirements, is open to the public during normal business hours, provide proof of liability insurance covering the office location, and ensuring HIPAA and FERPA requirements for documentation exchanges and documentation maintenance;

5. Provide original Limited Criminal History from the Indiana State Police documentation to Provider enrollment contractor at time of enrollment as well as annually and maintain a copy in Provider and Agency personnel files; It shall be the responsibility of the Agency to ensure all providers have the required background checks completed and notify the State of a breach of these provisions by a provider.

6. Meet and maintain all professional standards, program guidelines, and policy and procedure requirements as set forth by DDRS for Part C implementation in Indiana;

7. Inform families seeking services of their rights to receive an early intervention evaluation and assessment for which no fees can be assessed through First Steps. If the family declines the referral to First Steps, the Agency may then proceed with the service, once signed consent has been obtained stating that the family is declining the referral, wants to obtain the Agency's services, and is agreeing to accept responsibility for payment;

8. Continue to meet and maintain all applicable and necessary standards, regulations and procedures for licensing, credentialing, program licensure, funding requirements for services provided, and follow guidelines of applicable professional organizations. This expressly includes the assurances by the Service Provider referred to in Rider A that he/she will complete all obligated licensure and credentialing activities in a timeframe defined by DDRS. The Agency understands and agrees that invoices will not be paid without proper licensing and credentialing activities completed;

9. Be responsible for the performance of any Service Provider included under this agreement and maintain a portfolio for each service provider including, but not limited to, enrollment and credentialing documentation, proof of professional and general liability insurance policies for each provider enrolled in agency, any concerns/complaints received regarding provider, etc;

10. Accept payment from the CRO as full and final payment for authorized First Steps services rendered and not seek further payment from the family of the eligible child, or any third party payer, for such services. Unpaid balances due to Agency/Provider billing error cannot be billed to the family. If the Agency/Provider is involved in an audit or review of billing and the required information is not available or present to support the Agency's/Provider's payment, the Agency/Provider may be required by the lead agency to return the payment. In addition, any falsification to this document or any other First Steps documentation may be grounds for disenrollment;

11. Provide authority for the CRO to bill authorized First Steps services to a third party payer (including but not limited to: Hoosier Healthwise, Childrens' Special Health Care Services, Medicaid, private insurance);

12. Complete and respond in a timely manner to Third Party Liability (TPL) requests per state procedures, including but not limited to: verifying TPL coverage of services for individual children served, and the utilization of appropriate and accurate ICD-10 codes;

13. Provide the CRO with an invoice of charges, within sixty (60) days from the date of service delivery, via the approved claims system, in an amount no greater than Provider's charge to private customers for the same service based upon his/her documented usual and customary rate. Only authorized evaluation and assessment and Individual Family Service Plan (IFSP) services will be paid by the CRO. Claims submitted more than sixty (60) days after services are delivered or those corrected more than 180 days from denial may not be paid;

14. Submit claim(s) for reimbursement utilizing the HIPAA compliant codes as defined in the Provider Billing Manual and any amendments thereto;

15. Accept all payment obligations in arrears, in accordance with Indiana law, the state fiscal policies and procedures, and 470 IAC 3.1-3-4 and successor rules;

16. Promptly refund to DDRS, or its agent, any duplicate or erroneous payment received from the CRO or from any third party payer;

17. Make prompt repayments to DDRS, or its agent, or arrange to have future payments for First Steps services withheld

whenever it is determined that any overpayment to the Provider has been made;

18. Maintain accurate HIPAA compliant clinical records, including original Face to Face documentation and all other documentation to support the delivery of services and payment, for a period of at least seven (7) years from a child's discharge from services or transition from First Steps;

19. Make available and accessible to state personnel, and their agents, all records and information necessary to assure the appropriateness of payments made to the Provider and to assure the Provider's compliance with all applicable statutes and regulations including 470 IAC 3.1-3-4 and successor rules. Such records and information shall be kept in Indiana and include, without being limited to, the following:

- a) medical records
- b) financial records
- c) records of all services for which payments have been made, or are to be made, by the CRO, including all claims support documentation (may include: Face to Face sheets and calendars/appointment books) as required by First Steps
- d) Provider credentialing records;

20. Cooperate with state personnel, and their agents, as they conduct periodic inspections, reviews and audits;

21. Comply with civil rights requirements as mandated by federal and state statutes and regulations by ensuring that no persons shall on the basis of race, color, national origin, disability, age, gender, marital status, or religion be excluded from participating, be denied the benefits of, or be otherwise subjected to discrimination in the provision of services;

22. Refrain, at all times, from divulging any information concerning the child and/or family to persons without the informed, written consent of the parent/legal guardian to maintain confidentiality as required by federal and state statutes and regulations;

23. Be knowledgeable about and participate in the activities and priorities of the Local Planning and Coordinating Council (LPCC) for the county(ies) in which the Agency offers services, and to support and participate in LPCC activities on a regular basis; including quality improvement activities to address local program needs and fiscal sustainability efforts.

24. Maintain dedicated business e-mail and telephone line for the purpose of sending and receiving faxes or scanned electronic copies of documents, and for consistent and timely response to phone calls.

B. The Agency agrees to the following terms and conditions:

1. In accordance with the IFSP or referral from the System Point of Entry (SPOE), to provide all required early intervention services as authorized in approved service areas (attached as "Exhibit 1" and incorporated into this agreement by reference) in order to meet the comprehensive needs of families.

2. To maintain the required minimum number and types of providers for each service area in order to achieve an appropriate level of teaming between all providers;

3. To provide services in a timely manner in accordance with state and federal law 470 IAC 3.1-10-2, 20 U.S.C. 1416(a)(3)(A) and 1442) and Indiana's OSEP approved 2005 State Performance Plan. Indiana defines timely as, "all services written in the IFSP are initiated within 30 calendar days from the IFSP date, with parent approval or within 30 days from the parent signature date on the IFSP service change page for newly added services";

4. To immediately notify DDRS, or its agent, of any personnel changes applicable to First Steps, a change of address, or a change in the status of ownership of the undersigned entity. Notify the SPOE/SC of termination of provider agreement prior to provider exiting the system;

5. To submit to the provider enrollment contractor annually, or as changes occur, proof of certification of insurance or written evidence of self-insurance acceptable to DDRS, or its agent, covering comprehensive liability insurance coverage;

6. This Agreement, or any individual Rider A, may be terminated by DDRS with thirty (30) days advance written notice via certified mail or certified email for the following reasons:

- a) violation of this agreement;
- b) result of a First Steps complaint investigation;
- c) conviction of a Service Provider of a felony;
- d) conviction of a Service Provider of a misdemeanor relating to the health or safety of children;

e) mutual agreement of the parties to this agreement, or any individual Rider A;

f) for any reason, if the DDRS determines that such termination is in its best interest.

Termination of services shall be effected by delivery to the provider of a Termination Notice at least thirty (30) days prior to the termination effective date. The Provider shall be compensated for services properly rendered prior to the effective date of termination. DDRS will not be liable for services performed after the effective date of termination.

7. Notwithstanding paragraph G.6. of this Agreement, if DDRS determines based on circumstances that the health, safety, or welfare of children or families may be at risk by continued provision of services by a Service Provider, it may issue an emergency suspension under IC 4-21.5-4 of any agreement with the Service Provider to provide services under this program.

7. This Agreement may be terminated by the Provider with thirty (30) days advance written notice. Notice must be delivered via certified mail or certified email to the provider enrollment contractor;

8. No individual ongoing Service Provider may also be the assigned Service Coordinator or Assessment Team member for an individual child. Service Providers may not provide early intervention services to immediate family members.

9. Individual Service Providers may not recommend or refer families to other Service Providers. Agencies and Services Providers may not provide assessment team services in the same service area where they provide ongoing early intervention services;

10. The State of Indiana is exempt from state, federal, and local taxes;

11. The DDRS reserves the right to revise this Agreement as it deems necessary through the execution of new signature agreements.

The undersigned, being the Agency, or having the specific authority to bind the Agency to the terms of this Agreement, and having read this Agreement, and understanding it in its entirety, does hereby agree, both individually and on behalf of the Provider, and/or Service Provider(s), to abide by and comply with all of the terms and conditions set forth herein.

PROVIDER ENTITY NAME (d/b/a)

NAME OF AUTHORIZED REPRESENTATIVE (typed) (Must be an authorized officer, owner, or partner)

SIGNATURE

TITLE

DATE

MAILING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE, including area code

March 2017

*[ATTACHMENT: EXHIBIT 1]

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