



**WV Birth to Three
Central Finance Office Payee Agreement**

This Central Finance Office Payee Agreement is entered into by and between WV Birth to Three, and _____, hereinafter referred to as the Payee.

GENERAL CONDITIONS

- A. Purpose of Agreement:** The purpose of this Agreement is to establish the obligations, expectations and relationship between WV Birth to Three and the Payee, and to ensure that quality services are made available to eligible children and their families. WV Birth to Three is a party to this Agreement according to P.L. 105-17 of the Individuals with Disabilities Education Act (IDEA), otherwise known as Part C or the WV Birth to Three System.
- B. Definition of Payee Services:** The Payee represents to WV Birth to Three it will provide specific WV Birth to Three service(s) as defined in federal regulations, and state policies, procedures and manuals and as further represented in this Agreement. The Payee and/or its sub-contractor(s) will provide WV Birth to Three services that will meet all applicable current state credentialing and/or licensure requirements. The payee understands that services reimbursed under this Agreement are those services provided as authorized by WV Birth to Three through the WV Birth to Three System in accordance with each eligible child and family's Individualized Family Service Plan (IFSP) process, and authorized through the Regional Administrative Unit (RAU). The payee understands that all WV Birth to Three services must be provided in coordination with other enrolled Local Service Practitioners as identified on each eligible child and family's IFSP.
- C. Agreement Effective Date:** This agreement shall have an effective date beginning upon the date of enrollment of payee in the WV Birth to Three System and shall remain in effect until terminated as described further in this Agreement.
- D. By execution of this Agreement, the undersigned entity (Payee) requests enrollment to provide services and/or supplies to WV Birth to Three for infants and toddlers eligible and enrolled in the West Virginia Birth to Three System, and as a condition of enrollment, the Payee agrees that he/she and/or any employee enrolled to provide services, shall:**
1. Comply with all applicable federal, state and local laws, rules, regulations, and policies related to this program including but not limited to Part 303 (Early Intervention Program for Infants and Toddlers with Handicaps), Part 99 (Family Education Rights and Privacy Act or FERPA) and Part 104 (Nondiscrimination on the Basis of Handicap or Section 504 regulations) of 34 CFR; and 42 U.S.C. Ch. 126, Sections 12101-12213 (the Americans with Disabilities Act or ADA), Title XIX and Title XXI of the Social Security Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, applicable provisions of the Health Insurance Portability and Accountability Act, of 1996 (HIPAA), and the Code of Federal Regulations (CFR), as they may be amended from time to time. Applicable state policies include the Part C 8500, 8900, and 5100 series policies and policy clarifications.
 2. Comply with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F); Executive Order 12549, Debarment and Suspension. The Payee certifies the following requirements for a drug free workplace will be provided and/or maintained with a good faith effort including, at a minimum, having a policy statement and an ongoing drug awareness program. If such a policy and practice have not been established heretofore, Payee agrees to do so within thirty (30) calendar days after the beginning of this Payee Agreement.
 3. Payee agrees to publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition. Payee also agrees to make it a requirement that each employee who will be engaged in the provision of service under this Payee Agreement be given a copy of this statement and that each such employee understand that, as a condition of employment, the employee will abide by the terms of the statement.

4. Ensure that documentation of criminal background checks is maintained in payee personnel files as well as a copy submitted to WV Birth to Three or its contractor along with the individual employee's/subcontractor's Rider Agreement at time of enrollment. Upon initial credentialing and annual updating of credential, an updated criminal background check must be submitted to WV Birth to Three Central Finance Office;
5. The Payee insures that all individuals either employed or contracted to provide WV Birth to Three services to eligible children and their families meet the entry level standard for their discipline and are credentialed through the Central Finance Office in accordance with the policies and procedures established by WV Birth to Three;
6. Continue to meet and maintain all applicable and necessary standards and regulations for licensing, credentialing, program licensure and funding requirements for services provided. This expressly includes the assurance by the Payee that each enrolled practitioner will complete all required WV Birth to Three credentialing activities within one (1) year of enrollment with WV Birth to Three and continue to meet the annual training requirements. The Payee understands and agrees that invoices will not be paid without proper licensing and credentialing activities completed;
7. Complete, within seven (7) days of enrollment, the on line Service Directory information for each practitioner enrolled to provide WV Birth to Three services and update information at least every 90 days;
8. Meet and maintain all standards, guidelines and program policies as set forth by WV Birth to Three for Part C/WV Birth to Three implementation in West Virginia;
9. Ensure that WV Birth to Three services, including any evaluation and assessment, are provided to families as authorized through the Regional Administrative Unit (RAU)/Central Finance Office;
10. Ensure, as a primary referral source, that the family of any infant or toddler suspected to be eligible for WV Birth to Three is informed of their potential eligibility, and referred to the RAU, local point of entry for their county. If a family is fully informed of WV Birth to Three and their right to an evaluation at no cost but declines the referral to WV Birth to Three, the Payee may then proceed with other services once signed consent has been obtained from the family, stating that they are denying the referral to WV Birth to Three and are agreeing to accept responsibility for payment. The Payee may not bill WV Birth to Three for services not authorized through the WV Birth to Three Central Finance Office;
11. Certify that the care, services and supplies for which the Payee has billed WV Birth to Three have been delivered to eligible recipients;
12. Submit to WV Birth to Three in an approved format, an invoice within 60 days of the service delivery date, in an amount no greater than the fee established by WV Birth to Three. Claims submitted to WV Birth to Three must be for services as identified in the WV Birth to Three Documentation and Billing Manual and as authorized through an individual child and family's IFSP process and the WV Birth to Three Central Finance Office;
13. Ensure that appropriate source documents, as specified in the WV Birth to Three Service Definitions and Billing Manual, are completed and submitted to the respective child's RAU prior to billing;
14. Submit billing using appropriate WV Birth to Three service codes as defined in the WV Birth to Three Billing Manual;
15. Accept payment from WV Birth to Three as full and final payment for WV Birth to Three IFSP services rendered, and not seek further payment from the family of the eligible child, or any third party payor, for such services;
16. Agree all payment obligations shall be made in arrears in accordance with West Virginia law and the state fiscal policies and procedures;
17. Refund promptly to WV Birth to Three, within fifteen (15) days of identification, any duplicate or erroneous payment received;

18. Make prompt repayments to WV Birth to Three or arrange to have future payments from the program withheld whenever it is determined after an investigation or audit that any overpayment to the Payee has been made;
19. Make full restitution to WV Birth to Three of any state disallowance incurred by WV Birth to Three as a result of federal oversight activities;
20. Maintain accurate clinical records of an eligible child for a period of at least five years from transition from Birth to Three services, or six years from date of service, whichever is the greater;
21. Make available to WV Birth to Three and its agents all records and information necessary to assure the appropriateness of payments made to the Payee, to assure the proper administration of the WV Birth to Three System, and to assure the Payee's compliance with all applicable statutes and regulations. Such records and information shall include, without being limited to, the following:
 - (a) Records of all services for which Payee payments have been made or are to be made by or through the WV Birth to Three system, including the authority for documentation of and the date of administration of such services;
 - (b) All other records as may be found necessary by WV Birth to Three in determining compliance with any Federal or State law, rule or regulation.
22. Cooperate fully with WV Birth to Three or its agents as they conduct periodic inspections, reviews and audits;
23. Cooperate fully with WV Birth to Three or its agent in the application of utilization controls as provided in WV Birth to Three policies and procedures as they may be amended from time to time;
24. Comply with civil rights on the basis of race, color, national origin, disability, age, gender, sexual orientation, marital status, or religion requirements as mandated by federal and state statutes and regulations by ensuring that no persons shall be excluded from participating, be denied the benefits of, or be otherwise subjected to discrimination in the provision of services;
25. Refrain at all times from divulging any information concerning the child and/or family to an unauthorized person, except in accordance with applicable law, without the informed, written consent of the responsible parent/legal guardian;
26. Know the activities and priorities of the Regional Administrative Unit (RAU) for the county (ies) in which the Payee offers services, and to support and participate in RAU activities as required by WV Birth to Three;
27. Ensure that practitioners enrolled through the payee are regularly informed of policy updates posted on the WV Birth to Three website.

E. Terms and Conditions of this Agreement: The Payee agrees to the following conditions and qualifications to this Agreement:

1. The Payee shall notify WV Birth to Three or its agent of any change in address, employee status, or in the status of ownership of the undersigned entity, within 5 working days.
2. The Payee shall submit to WV Birth to Three upon initial and annual enrollment update, proof of professional liability insurance (one million dollars per event minimum coverage);
3. The Payee is an independent contractor for whom no Federal or State Income Tax will be deducted by WV Birth to Three, 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.
4. All funds received by the payee under this agreement shall be used to increase and/or supplement rather than replace or supplant existing funds.

5. The payee organization shall indemnify and hold harmless WV Birth to Three, and the State of West Virginia, its officers, agents, subcontractors and employees of each entity from and against any and all loss, damage, liability and from any claims for damages arising from bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of payee or its subcontractors or agents, and from any damages to property, including loss of use, and including property of WV Birth to Three and State of West Virginia, caused by or arising out of or claimed to have been caused or to have arisen out of an act or omission of Payee or its agents, employees or subcontractors in connection with the performance of this Agreement, or caused by or arising out of or claimed to have been caused or to have arisen out of the concurrent negligence of Payee, its agents and employees, in connection with the performance of this Agreement, whether or not insured against; provided, however, that the foregoing indemnification will not cover loss, damage or liability arising from the sole negligence of WV Birth to Three, its agents and employees; and Payee shall at its own cost and expense defend any claim, suit, action, or proceeding, whether groundless or not, which may be commenced against WV Birth to Three or State of West Virginia, and Payee shall pay all judgments which may be recovered in any such actions, claims, proceedings or suits and defray any and all expenses, including costs and attorneys fees, which may be incurred as a result of such actions, claims, proceedings or suits. Notwithstanding the foregoing, in the event of such actions, claims, proceedings or suits, WV Birth to Three shall be entitled, if it so elects, to representation by attorneys of its own selection. The obtaining by the Payee of a release or discharge of liability running to the Payee shall not diminish nor affect in any way the rights of WV Birth to Three and the obligation of the Payee.

6. This Agreement may be terminated as follows:

(a) WV Birth to Three may, by giving five (5) days written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include, but not be limited to:

1. Failure, for any reason, of Payee to fulfill in a timely and proper manner its obligations under this Agreement, in WV Birth to Three's sole determination, including compliance with approved program and attached conditions;
2. Suspension, termination, or reduction by the federal grantor agency of the grant to WV Birth to Three under which this Agreement is made;
3. If Payee agency is unable or unwilling to comply with such additional conditions as may be lawfully applied by the federal grantor agency to the Payee and to WV Birth to Three, Payee shall terminate this Agreement by giving reasonable written notices to WV Birth to Three signifying the effective date;
4. If Payee fails to demonstrate compliance with any corrective action plans approved by WV Birth to Three related to program; or,

(b) By WV Birth to Three or its agent, or by the Payee, upon 30 days written notice.

7. The State of West Virginia is exempt from state, federal and local taxes.

8. This Agreement and the attached Rider A – Local Service Practitioner Agreement(s), or Rider B – Service Coordinator Agreement(s) 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 Finance Office/Payee Agreement previously executed by the Payee.

9. Approval of Subcontractors. Any subcontracts or delegation of the authority herein will be submitted to WV Birth to Three state office for written approval prior to execution. The Payee will be responsible for the performance of any subcontractor or other duties, which are delegated, and all provisions of this contract. The contractor agrees to reimburse WV Birth to Three for any audit disallowance arising from the subcontractor's performance or non-performance of duties under this Agreement which is delegated by the payee to the subcontractor.

10. This Agreement must be updated annually. All required documentation shall be submitted to WV Birth to Three Central Finance Office.

The undersigned, being the Payee or having the specific authority to bind the Payee 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 Payee as a business entity, to abide by and comply with all of the stipulations, conditions, and terms set forth herein.

Payee Organization Signature

Title: _____

Date: _____

Name: _____
(Print Name of Authorized Representative)
(Must be an authorized officer, owner, or partner)

Mailing Address: _____

City: _____

State: _____ Zip Code: _____

Telephone: (____) _____

WV Birth to Three Representative Signature

Title: _____

Date: _____