



**WV Birth to Three
Rider B: Service Coordinator Agreement**

This document is attached and incorporated into the Payee Agreement that is active and in force at the time of execution of this agreement, for:

Payee/Organization Name

GENERAL CONDITIONS

A. Definition of Service Coordinator Services: The Service Coordinator has represented to WV Birth to Three the ability to provide service coordination for eligible children and their families under this program, certifying that he/she meets all current state credentialing and/or licensure requirements established. Service coordination activities include the active monitoring, review, and revisions of the Individualized Family Service Plan (IFSP) with the family members and local service practitioners, service delivery monitoring, advocacy, linkage, attending quarterly practitioner meetings, and transitioning services into, within, and from the service delivery system. Service Coordinators are obligated to inform the family of their rights, opportunities, and responsibilities under this program in an accurate and timely manner. Service Coordinators must ensure that the policies and procedures, as required by WV Birth to Three are implemented accordingly. **An individual enrolled in the WV Birth to Three System as a service coordinator may not enroll in the system as a local direct service practitioner.**

B. The Service Coordinator agrees to:

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 (HIPAA), and the Code of Federal Regulations, 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. Attend all trainings/meetings required by the WV Birth to Three System.
3. Meet and maintain all applicable and necessary standards and regulations for licensing, credentialing, program licensure and funding requirements for services provided. Complete all WV Birth to Three required licensure and credentialing activities within one (1) year of enrollment with WV Birth to Three and continue to meet annual training requirements. The local service coordinator understands and agrees that invoices will not be honored without proper licensing and credentialing activities completed.
4. Attend at least three (3) quarterly practitioner/service coordinator in-services annually as defined by the WV Birth to Three Personnel Guide.
5. Provide service coordination to eligible children and their families as required under WV Birth to Three policy to assist and enable a child and the child's family to receive the rights, procedural safeguards, and services set forth in the Individualized Family Service Plan (IFSP) and authorized under WV Birth to Three. Service coordination responsibilities include, but are not limited to:

- (a) Serving as the single point of contact in helping families and legal guardians of eligible children to obtain the services and assistance needed, including coordination with any other agency from whom the family may be receiving or requesting services related to their eligible child's needs;
- (b) Assisting each family to understand their procedural safeguard protections under Part C of IDEA, WV Birth to Three, including how to resolve disagreements, request mediation or file a formal complaint;
- (c) Assisting each family to identify the priority concerns and desired outcomes related to their child's development and their family's ability to promote the child's development;
- (d) Informing families and legal guardians of the availability of advocacy services and educational opportunities through WV Birth to Three or other community resources;
- (e) Assisting each family at initial entry into the system, on an annual basis, and at other times as necessary, to understand the availability of and process for accessing needed financial resources including Medicaid, CHIP, WIC, SSI, child care subsidies and Children's Specialty Care services;
- (f) Informing families of Birth to Three training opportunities and other information services including the WV Birth to Three website;
- (g) Assisting each family in an unbiased fashion to review the WV Birth to Three local service directory, and to understand the characteristics and availability of enrolled local service practitioners to assist the family to match the selection of a qualified practitioner to the needs of the child/family;
- (h) Coordinating the provision of evaluation and assessment of the child and family;
- (i) Scheduling and facilitating each child/family's IFSP meeting;
- (j) Assisting each family and the evaluation/assessment and/or IFSP team members to identify formal and informal community supports that could assist in meeting the identified IFSP outcomes;
- (k) Meeting and communicating regularly with the parent/legal guardian and other team members as defined in the IFSP; communications should include face-to-face, telephone, written correspondence, and team meetings to ensure the family and team members are well-informed and active participants in the implementation of the IFSP;
- (l) Continuing to seek the appropriate services and situations necessary to benefit the development of each child being served for the duration of the child's eligibility, including coordinating with community partners, medical and health care practitioners in the provision of supports and services;
- (m) Facilitating the timely delivery of IFSP services by completing required documentation and submitting to the RAU;
- (n) Ensuring that required written reports are obtained from each local service practitioner and reviewed with the parent/legal guardian in a timely manner prior to IFSP development;
- (o) Assisting the family with selection of practitioners from the Service Directory for any additional assessment identified through the IFSP team;
- (p) Facilitating the completion of required documentation for any potentially eligible child and assisting the family in identifying and accessing additional resources and programs;
- (q) Ensuring that, at a minimum, a six-month review and an annual evaluation of the IFSP be conducted with the IFSP team, including the family, and that the new IFSP or IFSP review page generated from the review meeting be submitted to the RAU within two days in order for service authorizations to be generated to the appropriate local service practitioners;
- (r) Responding timely to requests by the family of an eligible child, or IFSP team members, to schedule and conduct an IFSP review;
- (s) Ensuring the development of a transition plan for children and families exiting the WV Birth to Three System, to include scheduling and conducting of a face-to-face planning

meeting with potential receiving agencies; within timelines as established by WV Birth to Three policies;

- (t) Assisting a family, upon request, to change any of the family's current IFSP service practitioners by selecting a practitioner from the Service Directory, completing the Practitioner Confirmation form, and submitting to the RAU within two (2) days; and
- (u) Assuring that families have the opportunity to change Service Coordinators when needed by referring them to the RAU in their home region.

6. Ensure services provided and representation of WV Birth to Three's program is accurate and family-centered, and that no activities are conducted that are adversarial to or inconsistent with local and state program policies, regulations, or practices.

7. Notify the RAU of any planned or recommended changes in the delivery of services as a result of the team IFSP process for eligible children under this Agreement. Such changes include the termination of services before the period of duration as reflected on the IFSP. **Any service change must be reported to the RAU, in required format, within two (2) working days of parent/guardian signed consent to service changes.**

8. Assure that all components of the child's educational record, including original copies of releases, IFSP, correspondence, evaluation/assessment materials, activity notes, and medical/health information reports are submitted to the RAU within five (5) business days of each activity.

9. Provide written documentation of service delivery and progress as required under WV Birth to Three policies and procedures to the RAU for filing in the child's educational record.

10. Assure that families receive a copy of assessment reports, IFSP, and other relevant documents.

11. Assure that service coordination records, for all referred and eligible children, are maintained for five (5) years after the child has exited the WV Birth to Three System, or six (6) years from date of service, whichever is greater.

12. Check WV Birth to Three website for routine updates, including policy clarifications, training and meeting notices.

13. Assure that he/she, their spouse, children, or other relatives by direct descent or marriage shall not benefit directly or indirectly from the responsibilities and obligations agreed to within this Agreement. These obligations include, but are not limited, to referral activities for evaluation, assessment, and/or direct service delivery for an eligible child and/or family.

14. Complete the Service Directory information on line within seven (7) days of notification of initial enrollment and update at least every 90 days, or more frequently as needed, providing clear and accurate information.

C. WV Birth to Three shall:

1. Ensure that the enrolled service coordinator is listed on the WV Birth to Three Service Directory upon enrollment in the WV Birth to Three System for services he/she is qualified and has agreed to provide for eligible children and their families.

2. Before implementation of the initial IFSP, RAU Interim Service Coordinators will assist families to review the Service Directory, in a fair and unbiased manner, to match their child's/family's needs with those of available enrolled service coordinators.

3. Use a schedule of established state rates of reimbursements for all authorized services including service coordination. Reimburse Service Coordinators for services as defined in policy and authorized through the WV Birth to Three CFO.
4. Ensure access to local and state training activities designed to promote quality service coordination activities for all enrolled and credentialed service coordinators.
5. Post policy clarifications and related information on the WV Birth to Three website.
6. Conduct quarterly practitioner/service coordinator meetings in order to provide policy clarification, technical assistance, and networking opportunities.

D. The Service Coordinator and WV Birth to Three mutually agree to:

1. Ensure that local, state, federal and private funds accessed to support some or all of the services for an eligible child reflect written, informed parental consent.
2. Ensure the provision of services using qualified WV Birth to Three enrolled/credentialed service practitioners.
3. Maintain the integrity of the IFSP process through accurate and timely facilitation of the services as mutually determined and agreed to by the IFSP Team and consented to in writing by the child's parent/legal guardian.
4. Ensure that services are family-centered, inclusive, and culturally competent.
5. Ensure family members are an integral part of service planning, the child's participation in services and the outcomes identified in the IFSP.
6. Ensure effective implementation of procedural safeguards for each eligible child and family.
7. Ensure that family members are knowledgeable about their rights and services in Birth to Three and potential resources available at the child's transition from WV Birth to Three.
8. Participate in the routine monitoring and supervision activities as set forth, including self-assessment, on-site monitoring, data collection, and reporting obligations, record or chart reviews, financial or compliance audits, complaint investigation, credential reviews, and consumer satisfaction surveys.

E. Rider Termination:

This Agreement may be terminated as follows:

1. 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:
 - (a) Failure, for any reason, of Payee to fulfill in a timely and proper manner its obligations under this Agreement including compliance with approved program and attached conditions;
 - (b) Suspension, termination, or reduction by the federal grantor agency of the grant to WV Birth to Three under which this Agreement is made;

(c) 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;

(d) Disenrollment of the Service Coordinator from the WV Birth to Three System may be considered if a state investigation determines any of the following:

1. The Service Coordinator is involved in a behavior that is determined to be harmful or dangerous to the child or family.
2. The Service Coordinator has repeatedly violated state or federal regulations or the terms of their CFO and/or Rider Agreement.
3. The Service Coordinator fails to respond or cooperate with a complaint investigation or corrective action plan as required by WV Birth to Three.
4. The Service Coordinator has inappropriate billing practices or has misused WV Birth to Three funds.

2. By Department or its agent, or by the Payee, upon 30 days written notice.

F. Rider Effective Dates: The Central Finance Office shall establish the effective beginning date of enrollment, and such date shall remain in effect until terminated by either party as provided herein. This effective date is not to exceed 60 days prior to execution date and does not eliminate enforcement of any provisions of this Agreement.

Signature of Service Coordinator

Date Signed

Service Coordinator Name (Printed)

Authorized Payee Signature

Organization/Payee Name (Printed)