

## Louisiana Part C Central Finance Office Payee Agreement

NOTE: All agencies and/or individuals (independent providers) to whom claims payment will be issued must be enrolled as a payee. Local School Boards are required to enroll as a payee; however; local school boards may not bill for Special Instruction. Note: Employees of an agency do not submit this form.

This Service Provider Agreement is entered into by and between the Department of Health and Hospitals, Office of Public Health as the Louisiana Part C Lead Agency, hereinafter referred to as DHH/OPH and:

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agency or individual name

hereinafter referred to as the Provider, also referred to as the Payee.

- A. Purpose of Agreement:** The purpose of this Agreement is to establish the obligations, expectations and relationship between DHH/OPH and the Provider, and to ensure that quality services are made available to eligible children and their families. DHH/OPH 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 Early Intervention Program for Infants and Toddlers with Disabilities.
- B. Definition of Provider Services:** The Provider has represented to DHH/OPH the ability to provide specific service(s) as defined in federal Part C regulations and future state Part C regulations, certifying that he/she meets all current state credentialing and/or licensure requirements established as of the effective date of this Agreement.
- C. Agreement Effective Dates:** This agreement has an effective date, located on the signature page, which shall remain in effect until terminated in whole or in part by any party.
- D. Provider Status:** The Provider is an independent provider for whom no Federal or State Income Tax will be withheld by DHH/OPH, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, or similar benefits available to state employees will accrue.

The Provider 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 Provider, or negligent act of the Provider, arising from the performance of the services as contained in this Agreement. The Provider is responsible for procuring and maintaining professional liability insurance coverage. The Provider shall defend, indemnify, and hold harmless DHH/OPH 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 Provider expressly agrees to defend any claims brought or actions filed against DHH/OPH 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.

**E. By execution of this Agreement, and as a condition of enrollment, the Provider agrees to:**

- 1) Be knowledgeable of and abide by 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 Disabilities), Part 99 (Family Educational 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).
- 2) Be in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F); Executive Order 12549, Debarment and Suspension (34 CFR Part 85).
- 3) Meet and maintain all standards, guidelines and program policies as set forth by DHH/OPH for Part C implementation (based upon the target population to be served) in Louisiana.
- 4) Refer all children suspected to have a developmental delay or medical condition that has a high probability of resulting in a developmental delay to the Part C System Point of Entry within two (2) days of suspicion of eligibility for Part C services.
- 5) Ensure that families have provided informed written consent through the referral/intake process at the local System Point of Entry (SPOE) before any evaluation and assessment activities are undertaken (including the scheduling of evaluation and assessment activities).
  - a) If a family is fully informed about Part C and their right to an evaluation at no cost, but declines the referral to Part C, the provider may then proceed with the service once informed, signed acknowledgment and consent has been obtained from the child's legal guardian stating that they are declining the Part C referral and are agreeing to accept full responsibility for payment. Families who decline participation in the state's public system for the implementation of IDEA will be informed by the provider that these services are not protected under the family's rights, opportunities and responsibilities afforded through IDEA and that the public system bears no responsibility for the assurance of the provision or payment of these service(s).
- 6) Continue to meet and maintain all applicable and necessary standards and regulations for state licensing, credentialing, and funding requirements for services provided. This expressly includes the assurance by the Provider that he/she will complete all obligated licensure and required Part C training activities within one (1) year of effective date of enrollment with the Central Finance Office (CFO). The Provider understands and agrees that invoices will not be paid without proper licensing and Part C training activities completed by the end of the time period stated above.
- 7) Accept payment from the Central Finance Office (CFO), pursuant to the published schedule of payments, as full and final payment for services rendered. Agree to not seek further payment from the family of the eligible child, or any other person or entity, for such services.

- 8) If applicable, provide special instruction at no cost to the CFO and/or family of the eligible child. This applies only in situations where Education Minimum Foundation Program (MFP) Funds support the cost of special instruction. Local educational agencies that are enrolled with the CFO must submit data on delivered services to the CFO.
- 9) Provide the Central Finance Office with an invoice of charges, **within 60 days following service delivery**, on approved forms, in an amount no greater than the provider's charge to private customers for the same service based upon their documented usual and customary rate. The only claims submitted to the Central Finance Office will be for Individualized Family Service Plan (IFSP) authorized services, evaluation/assessment services, and participation in multidisciplinary team meetings.
- 10) Submit claim(s) for reimbursement utilizing the appropriate codes as defined by Centers for Medicare Services (CMS Common Procedure Coding); ICD 9 CM (International Classification of Diseases, 9th Revision, Clinical Modification); and CPT (Physician's Current Procedural Terminology), or as specified in any Louisiana Part C provider manual, bulletin, or other notice and in compliance with HIPAA.
- 11) All payment obligations shall be made in arrears.
- 12) Promptly refund to the DHH/OPH or its agent any duplicate or erroneous payment received.
- 13) Make prompt repayments to DHH/OPH or its agent, or arrange to have future payments from the program withheld, whenever it is determined after an investigation or audit that any overpayment has been made to the Provider.
- 14) Make full reimbursement of any disallowance incurred by DHH/OPH as the result of an act or omission of the Provider.
- 15) Maintain accurate clinical records for a period of at least five years from discharge from services, and make available to state personnel and their agents all records and information necessary to assure the appropriateness of payments made to the Provider, to assure the proper administration of the Part C system, and to assure the Provider's compliance with all applicable statutes and regulations. Such records and information shall include, without being limited to, the following:
  - a) medical records;
  - b) financial records;
  - c) records of all treatments and services for which payments have been made or are to be made by or through the CFO for the Part C system including the authority for and the date of administration of such treatment or services; and,
  - d) all other records as may be found necessary by DHH/OPH or its agent in determining compliance with any Federal or State law, rule or regulations.
- 16) Cooperate with state personnel and their agents as they conduct periodic inspections, reviews and audits.
- 17) Cooperate with DHH/OPH or their agent in the application of utilization controls as provided in state statutes and rules as they may be amended from time to time.

- 18) 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, sexual orientation, marital status, or religion be excluded from participating, be denied the benefits of, or be otherwise subjected to discrimination in the provision of services.
- 19) Refrain at all times from divulging any information concerning the child and/or family to an unauthorized persons without the informed, written consent of the responsible parent/legal guardian in compliance with the Individuals with Disabilities Education Act, the Family Education Rights and Privacy Act, and the Health Insurance Portability and Accountability Act.
- 20) Be knowledgeable about the activities and priorities of the Regional Interagency Coordinating Councils (RICCs) for the parish (es) in which the provider offers services and to support and participate in RICC activities as appropriate.

**F. Terms and Conditions of this Agreement: The Provider agrees to the following conditions and qualifications to this Agreement:**

- 1) To **immediately** notify DHH/OPH or the CFO Provider Enrollment Section of any change in address, employee status, or in the status of ownership of the undersigned entity or person.
- 2) To complete the provider profile in the on-line Service Provider Matrix **within 15 calendar days** of notification of enrollment. The confirmation of enrollment letter will contain information about obtaining a password and entering provider information on-line.
- 3) This Agreement may be terminated as follows:
  - a. By DHH/OPH or its agent for Provider's breach of any provision of the Agreement; or,
  - b. By DHH/OPH or its agent, or by the Provider, upon 30 days written notice.
- 4) The State of Louisiana is exempt from state, federal and local taxes.
- 5) This Agreement 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 Service Provider/Payee Agreement previously executed by the Provider.
- 6) Substitution of Personnel. Any substitution or delegation of the authority herein will be submitted to DHH/OPH or its agent for written approval prior to execution. The Provider will be responsible for the performance by any substitute, Part C minimum personnel qualifications, and all provisions of this agreement. The Provider agrees to reimburse DHH/OPH or its agent for any audit disallowance arising from the substitute's performance or non-performance of duties under this agreement.

7) This Agreement is subject to review by the Provider at least annually. Documentation of this review shall be filed with the CFO.

**G. Schedule of fees:** The DHH/OPH agrees that the Central Finance Office uses a schedule of maximum allowable fee reimbursements for all authorized services, including durable medical equipment, which is also known as assistive technology devices.

**Conflict of Interest:** No early intervention IFSP service provider may also be an assigned Family Service Coordinator for any child and family enrolled in Part C system. Family Service Coordination Agencies agree that the family service coordinator, their spouse, children, or other relatives by direct descent or marriage shall not benefit directly or indirectly from the responsibilities and obligations in this agreement. These obligations include, but are not limited to, referral activities for assessment, evaluation and/or direct service delivery for an eligible child and/or family.

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

ORGANIZATION/PAYEE NAME (include "Doing Business As" – d/b/a if applicable)
NAME OF AUTHORIZED REPRESENTATIVE (printed) (Must be an authorized officer, owner, or partner)
SIGNATURE
TITLE
DATE OF SIGNATURE
MAILING ADDRESS
CITY STATE ZIP CODE
TELEPHONE, including area code
<u>For CFO Use Only</u>
DHH/OPH Representative
Date of Signature Effective Date of Enrollment