



Provider Agreement

This Service Provider Agreement is entered into by and between the Department of Health and Hospitals, Office of Public Health (DHH/OPH) as the Louisiana Part C Lead Agency, according to P.L. 108-446, The Individuals with Disabilities Education Improvement Act (IDEA), otherwise known as EarlySteps, the Early Intervention Program for Infants and Toddlers with Disabilities, hereinafter referred to as DHH/OPH and:

Name of Provider/FSC

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

I. Programmatic Obligations:

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 early intervention services are made available to eligible children and their families.

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 statute and regulations, certifying that he/she meets all current state credentialing and/or licensure requirements established as of the effective date of this Agreement in the current Federal Part C Application for Louisiana. The Provider is defined a person providing direct services (service provider) and a person providing - service coordination (family service coordinator).

C. Agreement Effective Dates: This agreement has an effective date, located on the signature page, which shall remain in effect until terminated or amended by either 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 providers, or its employees or agents, whether such claims or actions are rightfully or wrongfully brought or filed. The provider agrees to participate in Individualized Family Service Plan (IFSP) team meetings and decisions and is responsible for providing services according to the IFSP for each individual child. The provider is responsible for complying with all DHH/OPH policies and procedures in order to obtain reimbursement for IFSP services.

E. Program Regulations, Policies and Procedures Violations of this section may result in Program Sanctions or provider disenrollment.

1. Provider must 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 P. L. 108-446, the Individuals with Disabilities Education Improvement Act; 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. Provider must maintain all standards, guidelines and program policies as set forth by DHH/OPH for Part C implementation in Louisiana including but not limited to:

- EarlySteps Practice Manual
- EarlySteps Provider Guidelines
- EarlySteps Procedural Clarifications
- EarlySteps Fact Sheets
- Other Official Notices of EarlySteps
- Current Federal Part C Application for Louisiana
- EarlySteps Best Practices
- EarlySteps Monitoring Procedures

3. Provider must refer all children suspected of having a developmental delay or medical condition that has a high probability of resulting in developmental delay to EarlySteps System Point of Entry within two (2) days of suspicion of eligibility for Part C.

4. Provider must ensure that families have been 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).

5. 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. Provider must participate in planning, development and revisions of IFSPs, including the 6 month review and annual IFSP. Service Providers must ensure that all modifications to an existing IFSP are made through the child/family's assigned Family Service Coordinator and the IFSP process. A provider may not bill or receive reimbursement for services in excess of what is written on the IFSP or bill for services prior to date of authorization of service on the IFSP.

7. Provider must provide service(s) to eligible children and their families upon referral and **receipt of authorization** as set forth in the Individualized Family Service Plan (IFSP) and according to EarlySteps Best Practices. Provider further agrees to review and endorse the EarlySteps Best Practice Guidelines and accurately represent these guidelines as an IFSP team member and in any and all interactions with families and other EarlySteps service providers. Provider shall not make changes to an IFSP nor implement changes without discussion of the change at an IFSP team meeting and consent of the parent in writing. Such changes must be determined by the EarlySteps Best Practice Guidelines.

8. Service Provider must notify the child's assigned Family Service Coordinator prior to the anticipated date of service termination or according to the IFSP.

9. Provider must ensure that families participate in the delivery of service, by obtaining parent/caregiver signature on forms or notes for each service provided. This documentation must be kept in child's record and available for review at any time.

10. Provider should 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 support and participate in RICC activities as appropriate.

11. Provider must maintain case notes for each service provided to eligible children according to requirements of the Early Steps Practice Manual.

12. Provider must adhere to all reporting requirements.

13. Provider must accurately report the child's developmental progress and status in an accurate and understandable manner for all IFSP team members, including the family.

F. Provider Monitoring: DHH/OPH has developed a monitoring system to address areas of compliance to Federal and state policies and procedures. The provider agrees to:

1. Cooperate with state personnel and their agents as they conduct periodic inspections, reviews and audits in the routine monitoring and supervision activities as set forth by DHH, or their agent, including self-assessment, data collection, reporting obligations, child record review, financial audits, complaint investigation, and consumer satisfaction surveys.

2. Cooperate with DHH/OPH or their agent in the application of utilization control as provided in state statutes and rules as they may be amended from time to time.
3. Comply with civil rights requirements as mandated by federal and state statutes and regulations by ensuring that no child or family, on the basis of race, color, national origin, disability, age, gender, sexual orientation, marital status, or religion, be excluded from participating, being denied the benefits of, or be otherwise subjected to discrimination in the provision of services.

G. Sanctions: DHH/OPH may impose sanctions for violations of any program or contractual requirements.

1. Monetary Sanctions: Monetary sanctions are imposed due to findings of violations of contractual obligations regarding billing and payment or due to findings of non-compliance with program regulations, policies, and procedures.

DHH/OPH may also impose other monetary sanctions based upon findings of non-compliance according to OPH monitoring procedures

2. Disenrollment: DHH/OPH may at their sole discretion, disenroll an individual provider or agency from the EarlySteps system when they are found to be in violation of this agreement.

H. Payments:

1. Provider understands that he/she must utilize the Provider OnLine System (when implemented) for processing online claims and authorizations, receiving and reviewing communications from OPH and updating information with the Central Finance Office (CFO).

2. Provider must accept payment from the CFO, pursuant to the published schedule of payments, as full and final payment for services rendered. Provider must agree not to seek further payment from the family of the eligible child, or any other person or entity, for such services. The payment schedule is posted on the EarlySteps website and is subject to change as determined by DHH/OPH.

3. Provider will only submit claims to the Central Finance Office for Individualized Family Service Plan (IFSP) authorized services, evaluation/assessment services, and participation in multidisciplinary team meetings to receive reimbursement. The provider must participate in 6 month and annual IFSP team meetings. During FY 2005 – 2006 the provider agrees to participate in an IFSP review of all eligible children for whom services are being provided by December 31, 2005.

4. Provider must submit claim(s) for reimbursement utilizing the appropriate codes as defined by Centers for Medicaid and 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 and/or Medicaid billing procedures where applicable.

5. The Provider understands and agrees that invoices will not be paid without proper licensing and completion of required EarlySteps training activities.
6. Local Education Agencies, who enroll as EarlySteps providers, agree to provide Special Instruction at no cost to the CFO and/or family of the eligible child. Local educational agencies that are enrolled must submit data on delivered services to the CFO.
7. Provider understands that all payment obligations shall be made after services have been provided.
8. The provider understands and agrees that invoices submitted for Medicaid eligible children for Medicaid eligible services will be paid to the payee upon OPH receipt of payment from Medicaid. If Medicaid denies a claim, the provider will be responsible for correcting claims and re-submitting claims through EarlySteps CFO.
9. The provider understands and agrees that the Central Finance Office uses a schedule of maximum allowable fee reimbursements for all authorized services as determined by DHH/OPH, including durable medical equipment, which is also known as assistive technology.
10. Provider agrees to have OPH's agent serve as Submitter to bill for Medicaid Claims. Provider is responsible for reviewing the Remittance Advice (RA's) on the Medicaid website @ www.lamedicaid.com and verify status of Medicaid eligible children.
11. Supervisors of Occupational Therapy Assistant, Physical Therapy Assistant and Speech Language Pathology Assistant are responsible for submission of claims. Assistants cannot provide services without supervision from an EarlySteps enrolled and licensed Occupational Therapist, Physical Therapist or Speech Language Pathologist and can not submit claims for services independently of their supervisor nor receive payment directly from EarlySteps CFO.
12. DHH/OPH will recoup funds paid to a provider/payee based upon inappropriate or fraudulent billing. A letter informing the payee to either pay the amount indicated by check or have the amount indicated withheld from future payments to be sent to the payee.
If the provider does not choose one of the payment options (payment or recoupment) within 15 days, the case will be forwarded to the DHH Legal Department for further actions to collect funds.

II. Contractual Obligations

The Provider Must:

1. 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).
2. Make prompt repayments to DHH/OPH or its agent, or arrange to have future payments from the program withheld, whenever it is determined that any overpayment, duplicate or erroneous payment has been made to the Provider.
3. Make prompt repayments to DHH/OPH or its agent, when it is found that inappropriate or fraudulent billing has occurred.
4. Make full reimbursement of any disallowance incurred by DHH/OPH as the result of an act or omission of the Provider.
5. 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 EarlySteps 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:
 - i. EarlySteps child records;
 - ii. financial records;
 - iii. records of all 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 services; and
 - iv. 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.
6. 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 Improvement Act, the Family Education Rights and Privacy Act, and the Health Insurance Portability and Accountability Act.
7. Providers of Occupational Therapy, Physical Therapy, Speech Language Therapy, Audiology, and Psychology must submit a completed Medicaid PE-50 Form to Medicaid and obtain an EarlySteps Medicaid number, as an authorized EarlySteps Medicaid Provider. The provider must include Medicaid confirmation letter with enrollment forms to the CFO. Provider understands that enrollment with the CFO will not be permitted without the Medicaid number.

8. Agrees to continue to meet and maintain all applicable and necessary standards and regulations for state licensing, credentialing, and funding requirements for services provided, including licensing for Case Management agencies. Falsification of qualifications will result in immediate disenrollment.

9. Agrees to complete all required EarlySteps training activities. Providers who enroll for the first time after September 30, 2005 are required to complete the Orientation Module prior to enrollment with the CFO. Additional required training must be completed in compliance with training standards established by DHH/OPH.

10. Maintain an e-mail address, notify the CFO of any changes and understand that program communications with the OPH Central Office and/or CFO will be conducted through e-mail.

11. Maintain a current criminal background check processed through the Louisiana State Police Department and submit with their enrollment packet to the CFO. Background checks must be updated every 3 years.

12. Agrees to utilize the Provider OnLine System for the processing of authorizations and claims, reviewing and receiving communication online, and to review and update CFO information.

13. Agrees to complete the provider profile in the on-line Provider Service 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. Providers must update the Service matrix on a regular basis. Items that require monthly or weekly updates are:

- Availability
- Parishes served
- Contact information, including email address

Providers will not receive referrals if provider service matrix is not updated at least monthly.

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

- This Agreement may be terminated by DHH/OPH for Provider's breach of any provision of the Agreement at any time or upon written notice.
- This Agreement may be terminated by the Provider or DHH/OPH upon 30 days written notice without cause.

- This Agreement, upon execution, supersedes and replaces any prior Central Finance Office Service Provider/Payee Agreement previously executed by the Provider.
- 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, meeting 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.

The Provider agree:

- 1) To ensure the provision of services using appropriately credentialed and/or licensed providers, and maintain the integrity of the IFSP process through accurate and timely implementation 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.
- 2) To ensure that services shall be family-centered, inclusive, and culturally competent. The provider acknowledges that family members are an integral part of service planning, delivery of the child's early intervention services, and the identification of the outcomes in the IFSP.
- 3) To ensure effective implementation of procedural safeguards for each eligible child and family, each provider shall ensure that family members are knowledgeable about the services being provided and transition activities into, within, and from the service delivery system.
- 4) To ensure that local, state and federal funds are accessed to support some or all of the services for an eligible child and reflect written, informed parental consent where required.

V. Conflict of Interest: No early intervention IFSP service provider agency or individual provider may also provide Family Service Coordination for any child and family enrolled in EarlySteps. 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.

Provider/Payee Information

Provider Info:

Provider Name: _____ Date: _____

Signature of Individual Provider : _____

Type of Provider : _____ Supervisor _____
(assistant level only)

Payee Info:

Organization/Payee _____

Name of Authorized Representation (printed)
(must be an authorized officer, or partner) _____

Signature of Authorized: _____ Date: _____

Title: _____

Mailing Address: _____

City: _____

Telephone: () _____ Fax: _____

Email Address: _____

EarlySteps Provider Medicaid #: _____
OT's, PT's, SLP's, Audiologists & Psychologists, (attach Medicaid confirmation letter)

EarlySteps FSC Medicaid #: _____
Attach Medicaid letter of confirmation

For CFO Use Only:

DHH/OPH Representative

Date of Signature/ Effective Date of Enrollment