



## WV Birth to Three Rider A: Local Service Practitioner Agreement

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

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Payee Name/Organization Name

### **GENERAL CONSIDERATIONS**

**A. Definition of Local Service Practitioner Services:** The Local Service Practitioner represents to WV Birth to Three that he/she will provide specific WV Birth to Three service(s) in accordance with federal and state regulations as defined below. He/she certifies that he/she meets all current state credentialing and/or licensure requirements as established. The Local Service Practitioner understands that services reimbursed under this agreement are those services provided as authorized by WV Birth to Three, as a result of each eligible child and family's Individualized Family Service Plan (IFSP) process. The Local Service Practitioner understands that all WV Birth to Three services must be provided in coordination with other enrolled local service practitioners and community partners as identified on each eligible child and family's IFSP. **(An individual enrolled in the WV Birth to Three System as a Practitioner of Direct Service[s] may not also be enrolled in the System as a Service Coordinator.)**

**B. The Local Service Practitioner 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 mandatory trainings/meetings as 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 additional credential activities within one (1) year of enrollment with WV Birth to Three CFO and maintain annual update requirements. The Service Practitioner understands and agrees that invoices will not be paid without proper licensing and credentialing activities completed.
4. Attend at least one quarterly practitioner meeting annually as required in WV Birth to Three Personnel Guide.
5. Participate, when selected, as a member of the evaluation and/or assessment or IFSP team for children referred into the WV Birth to Three System, in order to assist in determining eligibility and identification of each child and family's strengths and support to be addressed through the IFSP process.
6. Provide service(s) to eligible children and their families as set forth in the Individualized Family Service Plan (IFSP) and in compliance with WV Birth to Three policy requirements and as authorized through WV Birth to Three Central Finance Office (CFO).

7. Participate in the development, review, and revision of the IFSP for eligible children covered under this Agreement in a timely and comprehensive manner as defined in WV Birth to Three policy. Any change to an existing IFSP is made through the team process including the child's/family's assigned Service Coordinator, the family, and other service practitioners, through the IFSP process; understanding that they may not bill or receive reimbursement for services in excess of what is reflected on the IFSP and correlating authorization.
8. Make changes in the frequency and intensity of services in accordance with WV Birth to Three policies and only through the IFSP process coordinated by the assigned Service Coordinator, including the termination of services prior to the period of duration as reflected on the IFSP.
9. Notify the assigned Service Coordinator of the need to convene an IFSP meeting to discuss any proposed changes in the delivery of services to eligible children under this Agreement.
10. Provide written documentation of service delivery and progress as required under WV Birth to Three Policies and Procedures including the Documentation and Billing Manual.
11. Submit evaluation summaries, assessment reports, intervention activity notes and all other required documentation to Service Coordinator and RAU in a timely fashion and prior to billing for such service.
12. 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 greater.
13. Make available to WV Birth to Three and its agents all records and information necessary to assure the appropriateness of payments made to the Local Service Practitioner, to assure the proper administration of the WV Birth to Three System, and to assure the Service Practitioner'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 practitioner 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.
14. Within seven (7) days of enrollment notification, the practitioner or payee will complete on line availability and other information on the WV Birth to Three Service Directory, and update information at least every 90 (ninety) days.
15. Check WV Birth to Three website for routine updates including policy clarifications, training and meeting notices.
16. Assure that he/she, their spouse, children or relatives by direct descent or marriage, shall not benefit directly or indirectly from the responsibilities and obligations agreed to within the Agreement. These obligations include but are not limited to referral activities for evaluations, assessments, and/or direct service delivery for an eligible child/or family.
17. 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 Local Service Practitioner is listed on the Birth to Three Service Directory for the specific service(s) they have been enrolled to provide for eligible children and their families. Interim Service Coordinators and Service Coordinators will assist families to select, prior to evaluation and assessment, practitioners for implementation of IFSP services.
2. Interim Service Coordinators and/or Service Coordinators will assist families to select appropriate practitioners for evaluation and assessment and/or IFSP services.
3. Use the schedule of established state reimbursement rates for all authorized services. Reimburse practitioners for services as defined in policy and authorized through WV Birth to Three CFO.
4. Notify the Local Service Practitioner through website posting of training opportunities appropriate to support the provision of developmentally appropriate practice and family centered services and that assist in achieving the required WV Birth to Three competencies and credentials.
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 clarifications, technical assistance and networking opportunities.

**D. The Local Service Practitioner and WV Birth to Three mutually agree to:**

1. Ensure the provision of services using appropriately credentialed and/or licensed Local Service Practitioners, 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. Ensure that services shall be family-centered, inclusive, and culturally competent.
3. Ensure that family members are an integral part of service planning for the child's participation in early intervention services, and the outcomes identified in the IFSP.
4. Ensure effective implementation of confidentiality and other procedural safeguards for each eligible child and family.
5. Ensure that family members are knowledgeable about the services being provided and transition activities.
6. Participate in the routine monitoring and supervision activities as required by WV Birth to Three including self-assessment, on-site monitoring, data collection, and reporting obligations, record or chart reviews, financial or compliance audits, credential reviews, complaint investigation, 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, in WV Birth to Three's sole determination, 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, or

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

1. The practitioner is involved in a behavior that is determined to be harmful or dangerous to the child or family.
2. The practitioner has repeatedly violated State or Federal regulation or the terms of their CFO and/or Rider Agreement.
3. The practitioner fails to respond or cooperate with a complaint investigation or corrective action plan as required by WV Birth to Three.
4. The practitioner 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:** This rider has an effective beginning date of enrollment with WV Birth to Three, and 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.

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Signature of Local Service Practitioner

\_\_\_\_\_  
Organization/Payee Name

\_\_\_\_\_  
Local Service Practitioner Name (Printed)

\_\_\_\_\_  
Date