CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR PUBLIC HEALTH
DIVISION OF MATERNAL AND CHILD HEALTH

Kentucky Early Intervention System

SERVICE PROVIDER AGREEMENT 2016-2018

This provider agreement, is entered into and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Public Health, Division of Maternal and Child Health (hereinafter referred to as the Cabinet) as the State Lead Agency for the Kentucky Early Intervention System, 275 East Main Street, Frankfort, Kentucky 40621, and:

_____ hereinafter referred to as the Provider.
Provider Name (PLEASE PRINT LEGIBLY)

WITNESSETH, THAT:

Whereas, the Cabinet, in the exercise of its lawful duties in relation to the administration of the Kentucky's Early Intervention System, is required by state regulations and policies to enter into contracts with providers; and

Whereas, the above named provider desires to participate in the Kentucky Early Intervention System; and

Whereas, the above named provider may employ or subcontract qualified professions to provide the appropriate early intervention services described herein:

Now therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

I. **<u>The Provider, its employees or subcontractors</u>**:

(1) Agree to comply with and abide by all current and future applicable federal and state laws and regulations, including the Individuals with Disabilities Education Act (IDEA), Health Insurance Portability and Accountability Act (HIPAA) and Family Education Rights and Privacy Act (FERPA) and with the Kentucky Early Intervention System, policies, procedures and guidelines governing early intervention service providers, including the *Kentucky Early Intervention System Provider Code of Ethical Conduct*.

(2) Agree to have established written policies for, and give notice to the family of these policies, regarding the protection of confidentiality and the disclosure of personally identifiable information (PII). All such policies must comply with the requirements of the Individuals with Disabilities Education Act (IDEA). Any disclosure of the PII must be appropriately documented according to the provisions of IDEA.

(3) Agree to have established written policies for the protection of confidentiality and the disclosure of protected health information (PHI), including, but not limited to, a Notice of Privacy Practices. All such written policies must comply with the requirements of Health Insurance Portability and Accountability Act (HIPAA). Any disclosure of PHI must be appropriately documented according to the providers of HIPAA.

(4) Agree to comply with the civil rights requirements set forth in 45 CFR Parts 80, 84 and 90. The Cabinet shall make no payment to providers of service who discriminate on the basis of race, color, national origin, sex, disability, religion, or age in the provision of services.

(5) Agree to serve all geographic areas of the counties indicated on the appropriate provider enrollment form, unless a waiver from this requirement is granted by the Cabinet.
(6) Agree to accept Kentucky Early Intervention System client referrals without discrimination, including but not limited to children with public or private insurance coverage.
(7) Agree to provide appropriate early intervention service(s) based on scientifically-based research in accordance with an Individual Family Service Plan (IFSP) and implement services in a timely manner, as defined by the Cabinet, unless exceptional family circumstances preclude such implementation and are appropriately documented.
(8) Agree to maintain coverage and make available, upon request, Certificates of Insurance covering:
Statutory Worker's Compensation (if required)
Professional liability insurance
(9) Agree to ensure that each employee or subcontractor listed on the KEIS Enrollment Application (RF 6) maintains a functional e-mail account.
(10) Agree to establish and maintain a functional referral phone line.
(11) Agree to maintain fax accessibility.
(12) Agree to establish and maintain reliable internet access with Internet Explorer version 5.5 or above for use in the provider's place of business.
(13) Agree that all agency employees and subcontractors will abide by the security requirements for the online data management system. Each staff will receive their own user name and password and will not share this information with anyone except if they choose to supply this information to the online data management system support personnel.
(14) Agree to inform the Cabinet, within ten (10) business days, of any changes in the provider name, ownership, licensure status, address, phone, or e-mail address via the Provider Enrollment Addendum (RF 6 Addendum).
(15) Agree to maintain accurate information on the Kentucky Early Intervention System Provider Matrix including availability to accept referrals. Further, the agency agrees to check the accuracy of each employee or subcontractor Matrix information at least once per quarter.

II. System of Payment

(1) Agree that Kentucky Early Intervention System is the payor of last resort and funds are not to be used to satisfy a financial commitment for services that would be paid for by another public or private source. Agree to the implementation of the system of payment as established by the Cabinet.
(2) Agree to bill private insurance before submitting claims through the Kentucky Early Intervention System online data management system in accordance with state law and regulations and Kentucky Early Intervention System policies and procedures.
(3) Agree to submit an application to enroll with a child's private insurance carrier as an in-network provider; and submit the insurance company's response to that application, within of 120 days of accepting a referral on the provider's caseload. The response must indicate the specific providers name on either the response notice or the envelope/email that accompanied the notice. Prior applications to enroll as an in-network provider and the insurance company's response may be submitted as proof of meeting this requirement if dated within the last twelve (12) months of the referral date. Failure to attempt enrollment as an in-network provider with the child's private insurance within the specified timeframe will render this agreement null and void.
(4) Agree to not bill Medicaid or any Medicaid Managed Care Organization for early intervention services provided as authorized by planned services on the IFSP. All Medicaid billing of an authorized IFSP planned service will be submitted through the Kentucky Early Intervention System State Lead Agency.
(5) Agree to accept payment from Kentucky Early Intervention System through direct deposit.
(6) Agree to submit claims for reimbursement through the Kentucky Early Intervention System online data management system within sixty (60) calendar days following service delivery. There will be no exceptions to this timeframe.

(7) Agree to submit a request for payment adjustment within thirty (30) calendar days of receipt of the explanation of benefits from insurance. Any explanation of benefits submitted after the thirty (30) calendar day timeframe will not be accepted and paid.
(8) Agree to accept payment for claims submitted through the Kentucky Early Intervention System online data management system as full and final payment for services rendered, and will not seek further payment from the family of the eligible child for such services beyond the amounts available from third party payers, unless the insurance payment was paid to the family versus the provider.

III. Training Requirements

(1) Newly enrolling provider:
Agree to complete all training required by the Cabinet, including but not limited to the following:

a. Training on at least one (1) Cabinet approved criterion-referenced assessment within thirty (30) calendar days of the contract start date; unless documentation of pre-service or in-service training on at least one (1) Cabinet approved criterion-referenced assessment instrument is submitted with this signed agreement.
b. Kentucky Early Intervention System online data management system (TOTS) training within thirty (30) calendar days of the contract start date.
c. Training on Record Keeping and Confidentiality within thirty (30) calendar days of the contract start date.
d. Provider Matrix training within thirty (30) calendar days of the contract start date.
e. Consultative Model training within thirty (30) calendar days of the contract start date.
f. Principles of Child Development training within thirty (30) calendar days of the contract start date.
g. A minimum of three (3) clock hours of training specific to early childhood development on or before June 30, 2018.
    a. The three (3) hours can be at the provider's choice but suggested topics include cultural diversity, working with families, or disability specific interventions. All trainings must have prior approval by the State Lead Agency to count toward this contract requirement.
h. Any training required by the State Lead Agency pertaining to the provision of early intervention services.

(2) Renewing provider:
Agree to complete all training required by the Cabinet, including but not limited to the following:

a. Training on Record Keeping and Confidentiality within thirty (30) calendar days of the date of contract renewal.
b. A minimum of six (6) clock hours of early childhood development on or before June 30, 2018, as chosen by the provider and related to working with the birth to three (3) population. All trainings must have prior approval by the State Lead Agency to count toward this contract requirement.
c. Any training required by the State Lead Agency pertaining to the provision of early intervention services.

IV. Documentation

(1) Agree to enter all service log documentation within ten (10) calendar days from the date of service as outlined in 902 KAR 30:200 Section 2 (3)(a)2. Service logs entered after ten (10) days from the date of service require review by State Lead Agency staff. Adjustment to the payment will be prorated on the following scale:
    a. Service log entered day 11 to 15—claim paid at a $3 reduction;
    b. Service log entered day 16 to 20—claim paid at a $8 reduction;
    c. Service log entered day 21 to 25 --claim paid at a $25 reduction;
    d. Service log entered day 26 to 30—claim paid at half the Maximum KEIS Payment
    e. Service log entered beyond thirty (30) days of the date of service, claims will not be paid.

(2) Agree to maintain accurate records, including daily documentation of service for each date of service billed and other required evaluation, assessment and progress monitoring documentation for a period of at least six (6) years from the last date of service delivery to the child. Additionally, if there are outstanding audit exceptions, records shall be retained until such exceptions are closed out to the satisfaction of the Cabinet. If there is active or pending legal action, records shall be retained until a final written resolution is achieved or final non-appealable court order is entered. The Provider, its employee(s) or subcontractor(s) shall also make himself/herself available, as required, for mediation, due process hearings or other legal proceedings.
(3) Agree that Kentucky Early Intervention System recipient records are the property of the Cabinet and shall be surrendered immediately upon request.
(4) Agree to permit representatives of the state and federal government, including representative of the Cabinet for Health and Family Services, the Office of Attorney General, and Office of United States Attorney, to have the right to examine, inspect, copy or audit all records pertaining to the provision of services furnished to Kentucky Early Intervention System recipients. Such examinations, inspections, copying or audits may be made without prior notice to the provider, and includes the right to question provider's staff on services provided. Any recoupment due to the Kentucky Early Intervention System as a result of audit findings will be withheld from the next scheduled payment(s) until the total amount has been recouped unless other arrangements are made.
(5) Agree to maintain a log in each record of all who have accessed the record, stating the date of access and the legitimate purpose for access.
(6) Agree to safeguard against loss, defacement and tampering and to provide access to same only by authorized personnel or by a representative of the Cabinet upon reasonable request.
(7) Agrees to maintain said records in a secure location and environment, free from fire, water, dirt, dust and humidity.
(8) All providers who conduct evaluations and assessments agree to obtain a Kentucky Early Childhood Data System (KEDS) user account from each Point of Entry in the provider service catchment area.
(9) Agree to enter item level data from the Cabinet approved criterion-referenced assessment into the KEDS data portal as required, prior to submitting a claim for payment through the Kentucky Early Intervention System online data management system.
(10) Agree to enter all evaluation and assessment reports in the child's record on the on-line data management system prior to submitting a claim for payment through the Kentucky Early Intervention System online data management system.

V. <u>Subcontractors</u>

(1) Unless otherwise provided for in this contract, the Provider shall make no subcontract with any other party for furnishing any of the work or services herein contracted without written consent of the Cabinet. This provision shall not require the approval of contracts of employment between the Provider and personnel assigned for services thereunder. The Provider shall be solely responsible for performance of the entire contract whether or not subcontractors are used.

All references to the Provider shall be construed to encompass both the Provider and any subcontractors of the Provider.

(2) Responsibility for Subcontractor Contract Requirements
The Provider shall have a contract with any subcontractor that the Provider contracts with to meet the work, method of payment, and services of this contract that specifies the responsibilities of the parties and the cost. In addition, the Provider's contract with the subcontractor shall specify that all requirements of this contract are applicable and binding on the subcontractor. Any plan to subcontract any of the provisions of this contract must be included in the Kentucky Early Intervention System Provider Application and included in the body of the contract in the subcontractor's section. The subcontractor must make available to

the provider and to CHFS, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this contract.

No obligation or right of the Provider under this contract shall be subcontracted to another, without prior written approval of CHFS after CHFS has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. The Provider, upon the cabinet's request, shall submit the subcontract for approval to: Kentucky Early Intervention System, 275 East Main Street, HS2W-C, Frankfort, KY 40621.

(3) Subcontractor Monitoring Requirements

The Provider shall monitor subcontractors for programmatic and fiscal compliance with the terms and conditions of this contract and those specific provisions set out under the Provider's contract with the subcontractor. The Provider agrees to use restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the federal grant award in contracting with subcontractors.

Provider further understands and agrees, and shall ensure that any subcontractor understands and agrees, that CHFS and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials which are pertinent to this contract or Subcontract, for the purposes of monitoring, auditing, examination, excerpts and transcriptions.

VI. **The Cabinet**:
Agrees, subject to availability of federal, state and agency funds, to reimburse the provider in accordance with current applicable federal and state laws, rules and regulations and policies for appropriate billings as prescribed by the Cabinet.

VII. **Liability**:
The Cabinet assumes no liability for actions of the Provider under this Agreement. The Provider agrees to indemnify, hold harmless and defend the Cabinet against any and all liability, loss, damage, cost or expenses including attorney's fees arising from intentional torts or any act or negligence of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Cabinet. The Provider agrees to maintain liability insurance sufficient to cover any potential liability.

VIII. **Termination of this Agreement**:
Either party shall have the right to terminate this agreement at any time, without cause, upon thirty (30) calendar days written notice served upon the other party by certified or registered mail. The Cabinet may terminate this agreement immediately upon written documentation of violations of Kentucky Early Intervention System policies and procedures, state and federal regulations, code of ethical conduct, or this Agreement; upon written notice served upon the Provider by registered mail with return receipt requested. If this agreement is terminated for any cause, sufficient notice shall be given to the referring Point of Entry to help facilitate the transfer of the provider's existing caseload to a new service provider. The provider agrees to cooperate with the Point of Entry by providing any necessary information so that children's early intervention services are not disrupted.

IX. **Void**:
This Agreement shall become null and void on the date the Provider is no longer licensed or certified to practice by the Kentucky Finance and Administration Cabinet or the Education Professional Standards Board, when such license or certification is required.

X. **Violation of Tax and Employment Laws**:
KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period the provision of KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These

statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the providers of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Cabinet's cancellation of the contract and the Provider's disqualification for eligibility for future state contracts for a period of two (2) year.

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and have revealed such final determination(s) of violation(s). A list of such determination(s) is attached.
_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

XI. **Signature Authority/Execution**:
Each signature on this agreement has been made with complete and full authority to commit the party and its employees to all terms and conditions of this Agreement, including each and every representations, certification and warranty contained herein.

Each signature on this agreement certifies that the transmitted information through the Kentucky Early Intervention System online data management system are true, accurate, and complete and that any subsequent transactions which alter the information contained therein will be reported to KEIS. It is understood that payment and satisfaction of these claims will be from federal and state funds and that any false claims, statements, or documents or concealment of material fact, may be prosecuted under applicable Federal and State Law.

This agreement shall become effective on the date the Director's signature is affixed to the Agreement and shall end on June 30, 2018, subject to the availability of funds and the approval of the Government Contract Review Committee of the General Assembly.

Provider	**Cabinet for Health and Family Services** **Department for Public Health** **Maternal and Child Health**
Signature: _____ Authorized Official (Provider)	Signature: _____ Authorized Official (Cabinet)
Printed Name: _____ Title: _____	Printed Name: Ruth Ann Shepherd, M.D. Title: Director
Date: _____	**Effective Date**: _____

Provider Contact Information

Name: _____ Title: _____

Address: _____

Phone #: _____ FAX #: _____