

**FIRST STEPS EARLY INTERVENTION SERVICES SYSTEM**  
**Rider A: Service Provider Agreement**

This document is attached to and incorporated into the Central Reimbursement Office Provider Agreement for:

**Service Provider Name/Agency:**

**A. Definition of Provider Services:** The Service Provider has represented to the Division of Disability and Rehabilitative Services (DDRS) the ability to provide specific service(s) as defined in federal and state regulations, certifying that he/she meets all current state enrollment, credentialing and/or licensure requirements established as of the effective date of this Agreement.

**B. The Service Provider agrees to:**

1. Be knowledgeable of and abide by all applicable federal and state laws, rules, regulations, policies and procedures related to the First Steps Early Intervention Services System (First Steps) including but not limited to 20 U.S.C. §1431 et seq.; 34 C.F.R. Part 303 (Individuals with Disabilities Education Improvement Act--Early Intervention Program for Infants and Toddlers with Disabilities); 34 C.F.R. Part 99 (Family Education Rights and Privacy Act (FERPA)); 34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 and 45 CFR Part 84); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); PL 104-191 (Health Insurance Portability and Accountability Act of 1996 (HIPAA)); 470 IAC 3.1 and successor rules and IC 12-12.7-2 (First Steps Early Intervention System);
2. Continually meet and maintain all applicable and necessary standards, regulations, procedures and minimum personnel requirements for licensing, credentialing, program licensure and funding requirements for services provided. This expressly includes the assurance by the Service Provider that he/she will complete all obligated licensure and enrollment requirements. The Service Provider will also submit a provider annual update, and complete credentialing activities and send to the Central Reimbursement Office (CRO) in the timeframe defined by First Steps Program. The Service Provider understands and agrees that invoices will not be paid without proper licensing and credentialing activities completed;
3. Attend and participate in all mandatory statewide provider forums;
4. Provide service(s) to eligible children and their families upon referral as set forth in the Individualized Family Service Plan (IFSP) within the service areas as listed in Exhibit 1, and/or upon receipt of an authorization for evaluation and assessment services as provided by the System Point of Entry (SPOE). The Provider shall not bill or receive payment for services that are not authorized in the IFSP;
5. Participate in planning, development, review, and revision of IFSPs for children covered under this Agreement in a timely and comprehensive manner and abide by the responsibilities outlined in 470 IAC 3.1-3-4, CFR 34 §303.12, OSEP approved 2005 Indiana's State Performance Plan and successor rules. Service Providers must ensure that all modifications to an existing IFSP are made through the child/family's assigned Service Coordinator and the IFSP process; and understand that they may not bill or receive reimbursement for services in excess of what is reflected on the IFSP and subsequent authorization;
6. Notify the assigned Service Coordinator, in writing, of any planned or recommended changes in the delivery of services to eligible children under this Agreement, including the termination of services prior to the end of the period of service as reflected on the IFSP. The Service Provider shall provide fourteen (14) days notice to the child's Service Coordinator prior to termination of services. Notify the SPOE/SC if termination of provider agreement prior to provider exiting the system;
7. Complete and respond in a timely manner to Third Party Liability (TPL) requests per state

procedures, including but not limited to: verifying TPL coverage of services for individual children served, and the utilization of appropriate and accurate ICD-10 codes. The Provider shall be responsible for the accuracy of all claims submitted under his or her Provider number, whether submitted by the Provider or on the Provider's behalf;

8. Provide progress notes in adherence to current state procedures regarding eligible children and their services to the individual child's Service Coordinator. The provider understands and agrees that invoices may not be paid in the absence of routine submission of progress notes;
9. Generate and provide accurate HIPAA and FERPA compliant clinical records, including original Face to Face documentation and all other documentation to support the delivery of services and payment. The Provider shall protect the confidentiality of all information pertaining to First Steps participant(s), including names, addresses, services provided, and medical data about the First Steps participant, such as diagnoses and history of disease and disability.
10. Make available and accessible to state personnel, and their agents, all records and information necessary to assure the appropriateness of payments made to the Provider and to assure the Service Provider's compliance with all applicable statutes and regulations. If the provider is involved in an audit or review of billing and the required information is not available or present to support the provider's payment, the provider may be required by the lead agency to return the payment. In addition, any falsification to this document or any other First Steps documentation may be grounds for disenrollment;

Such records and information shall be HIPAA and FERPA compliant and include, without being limited to, the following:

- a. medical records
  - b. financial records
  - c. records of all services for which payments have been made, or are to be made, by the CRO, including all claims support documentation (may include: Face to Face sheets and calendars/appointment books) as required by First Steps
  - d. Provider credentialing records;
11. Provide original Limited Criminal History from the Indiana State Police documentation to Provider enrollment contractor at time of enrollment, as well as annually, and maintain a copy in Provider personnel files;
  12. Provide accurate information for the statewide service provider matrix.

**C. The DDRS agrees to:**

1. Include Service Provider on the statewide Service Provider Matrix for the specific service(s) he/she is qualified for and has agreed to provide for eligible children and their families;
2. Have the CRO use a schedule of maximum allowable fee reimbursements for all authorized services.

**D. The Service Provider and DDRS mutually agree to:**

1. Ensure the provision of services using appropriately credentialed and/or licensed providers, and to 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. Services are required to start within 30 days of the date of the parent signature on the IFSP, as outlined in 470 IAC 3.1-10-2, 20 U.S.C. 1416(a)(3)(A) and 1442), OSEP approved 2005 Indiana's State Performance Plan;
2. Ensure that services are family-centered, inclusive and culturally competent, understanding the importance of involving the child and family members in service planning and in the development of outcomes identified in the IFSP and abide by the responsibilities outlined in 470 IAC 3.1-3-4, CFR 303.321(c), 303.344(b), 303.12(b)(1), 303.113(a)(2), (b), and successor rules;
3. Ensure effective implementation of procedural safeguards for each eligible child and family, pursuant to federal and state statutes and regulations;
4. Ensure that family members/caregivers are knowledgeable about and actively involved with the services being provided, according to current procedures, in addition to transition activities into, within, and from the service delivery system;

**Rider Effective Dates:** For initial, original enrollment, the agreement effective date is the date of the actual enrollment. For renewal agreements, the effective date will be the signature date. This Rider constitutes the sole agreement between the parties. No representation oral or written not incorporated herein shall be binding upon the parties. This Rider, upon execution, supersedes and replaces any prior Rider A: Service Provider Agreement previously executed by the Service Provider. This agreement shall remain in effect for a period of two (2) years from the effective date, at which time the agreement may be renewed by DDRS or terminated by either party. If the Central Reimbursement Office Provider Agreement which is attached to this document is terminated, this agreement shall also be terminated.

**A. Termination Clause:** This agreement may be terminated by DDRS for any reason if DDRS determines that such termination is in its best interest. Termination of services shall be effected by delivery to the provider of a Termination Notice at least thirty (30) days prior to the termination effective date. The Provider shall be compensated for services properly rendered prior to the effective date of termination. DDRS will not be liable for services performed after the effective date of termination.

**B. Conflict of Interest:** No individual ongoing Service Provider may also be the assigned Service Coordinator or Assessment Team member for an individual child in Service Areas in which they are an agency or in which they are associated (via contract or employment) and provide Assessment Team services. Service Providers may not provide early intervention service to immediate family members. Individual Service Providers may not recommend or refer families to other Service Providers. Agencies and Services Providers may not provide assessment team services in the same service area where they provide ongoing early intervention services.

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*Provider Printed Name*

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*Provider Signature*

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*Date*