

PROVIDER AGREEMENT
CHILDREN'S DEVELOPMENTAL SERVICES AGENCY (CDSA)

The North Carolina Division of Child and Family Well-Being, Early Intervention Section, is the state lead agency for the North Carolina Infant-Toddler Program (N.C. ITP) under Part C of the Individuals with Disabilities Education Act (IDEA). The Children's Developmental Services Agencies (CDSAs) implement the requirements under Part C of the IDEA as local lead agencies in their respective catchment areas and enter into agreements with provider agencies and independent providers, to secure needed services for infants, toddlers and their families as determined by the Individualized Family Service Plan Team (IFSP Team). Attachment 1 to the Provider Agreement is to ensure that direct service providers who sign the "Provider Agreement" ("Service Providers") comply with N.C. ITP policies and procedures and provide services that meet both federal regulations and state requirements. Specific policy information related to the N.C. ITP may be found on the N.C. ITP website, <https://beeearly.nc.gov>.

Services that may be provided pursuant to the "Provider Agreement" and "Attachment 1 to the Provider Agreement" include, but are not limited to the following:

- Assistive Technology Assessments and Services
- Audiology Services
- Family Training, Counseling, and Home Visits
- Nutritional Services
- Occupational Therapy
- Physical Therapy
- Psychological Services
- Sign Language and Cued Language Services
- Special Instruction
- Social Work Services
- Speech-Language Pathology Services
- Vision Services

(34 CFR 303.13)

Service Providers shall provide additional services, as determined by the IFSP Team, pursuant to the Provider Agreement, and said services shall be provided by licensed (where required by law) providers, including, but not limited to: audiology, nutritional, occupational, physical, and speech therapy services, psychological services, social work services, and vision services. For the provision of special instruction (also known as community based rehabilitative services (CBRS)), Service Providers must be certified and comply with the requirements of the N.C. ITP Policy regarding Infant-Toddler Family/Program Certification.

Service Providers working with the N.C. ITP (i.e., in assessing assistive technology needs, family training, sign language/cued language identified in the IFSP by the IFSP Team) must be qualified to conduct or perform the services provided and comply with the policies and guidance issued by the N.C. ITP.

For purposes of Attachment 1 to the Provider Agreement, "Service Providers" means any individual, agency, entity, or institution that collects, maintains, or uses personally identifiable information to implement the requirements of Part C of the IDEA for the N.C. ITP. The Service Provider Agency shall remain directly responsible for any person or entity that it utilizes as a Service Provider in performance of the Agreement and shall be liable for any breaches or unauthorized disclosure of any personally identifiable information, confidential, or private information utilized to implement the requirements of Part C of the IDEA for the N.C. ITP. All Service Providers, including but not limited to the Service Provider Agency, shall comply with the following terms and conditions, which are a part of the Service Provider Agency's obligations under the Agreement, and are material to the

Agreement:

1. The Service Provider Roster is a complete listing of all employees / subcontractors of a provider's agency who are or will be providing services under the N.C. ITP. All Service Provider Agencies must complete, sign, and submit the Service Provider Roster. The CDSA may remove an employee / subcontractor of the Service Provider Agency from the Service Provider Roster for failing to fulfill obligations under this Attachment 1 without terminating the Provider Agreement with the Service Provider Agency. A Change Request Form must be submitted to the CDSA detailing any changes to the Service Provider Roster or any agency details.
2. Service Provider Agencies, who have employees / subcontractors who provide services to infants and toddlers referred to or enrolled in the N.C. ITP, shall conduct a criminal background record check on all such employees / subcontractors. The record check shall occur: (a) within ten (10) business days of the hiring of the employee or subcontractor; (b) within ten (10) business days of signing the Provider Agreement; or, (c) prior to the Service Provider Agency being added to the Service Provider Roster. Following the completion of the background check, the Service Provider Agency must submit to the CDSA a signed copy of the Verification of Acceptable Criminal Record Check form. The Service Provider Agency is not required to submit the actual background check for its employees / subcontractors but must retain copies of criminal record investigation reports in their records prior to the provision of any direct early intervention services. Independent practitioners who enroll as a Service Provider (i.e., individuals who enroll as providers) and agency owners who provide direct services, shall submit a current (i.e. obtained within 6 months) North Carolina Statewide criminal record check report. In addition, any Service Provider remains under the obligation to report any criminal violation, be it a felony or a misdemeanor, within five (5) business days of such occurrence, during the period of time in which this Provider Agreement is in effect. Additionally, all Service Providers are subject to an annual, mandatory review against the OIG List of Excluded Individuals/Entities ("LEIE") Database for OIG exclusion verification.
3. Service Providers shall adhere to the confidentiality requirements of the Individuals with Disabilities Education Act (IDEA), Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), and all corresponding federal rules and regulations implementing these statutes and N.C. ITP policies. All direct Service Providers performing under Attachment 1 shall sign and adhere to the terms of the N.C. ITP Confidentiality Agreement and submit an executed Confidentiality Agreement to the CDSA (or CDSAs) within two (2) business days of the commencement of employment.
4. Service Providers shall comply with the Medicaid False Claims Act (31 U.S.C. § 3729) and shall be required to bill both public and private insurance with parent consent. Service Providers shall abide by all enrollment agreements and state/federal laws that apply to Service Providers who deliver services to Medicaid beneficiaries. Families have the exclusive right to deny billing of private or public insurance. Billing shall be consistent with N.C. ITP's "Fees, Billing and Reimbursement Policy." Any Service Provider that refuses to apply the same billing procedures to both public and private insurance entities, with parent consent, shall be referred to the appropriate entity for consideration of further appropriate action, which may include legal action. Failure to accept public and private insurance clients may be cause for termination of this Provider Agreement.
5. All services under Attachment 1, shall be authorized solely through an IFSP that is developed by the infant or toddler's IFSP Team through the CDSA. Services on an IFSP shall not be modified or ended except through the CDSA's Service Coordinator and through an IFSP review meeting that is scheduled with appropriate prior notice and includes the family and other appropriate members of the IFSP Team. All IFSPs meetings require prior written notice (at least ten (10) days, unless waived by the parent), which includes both initial and any subsequent review IFSP meetings.
6. Services on an IFSP to which the family has consented and for which the family has declined billing insurance (public or private) shall be billed to the family based on a sliding fee scale as set forth in N.C. ITP policies (see N.C. ITP website at: <https://bearly.nc.gov>). Families have the exclusive right to accept and/or decline services, and this right extends to accepting or declining less than all recommended services. Families also have the exclusive right to

consent or not to consent to the method, length, frequency, and intensity of services. No service can be modified (i.e., lengthened, shortened, terminated) absent a properly convened IFSP meeting. Evaluations and assessments and the development or review of an IFSP shall be at no cost to the family. Service Providers may pursue payment for evaluations in accordance with N.C. ITP's "Fees, Billing, and Reimbursement Policy." Service Providers may pursue payment for IFSP review meetings through the N.C. ITP as Case Consultation and Education (CC & E).

7. Service Providers may receive N.C. ITP funds, depending on availability, for services that are duly authorized and provided, as long as the receipt(s) for those services are consistent with the N.C. ITP "Fees, Billing, and Reimbursement Policy." If they receive N.C. ITP funds, Service Providers shall ensure that those funds are not used to satisfy a financial commitment for services that would otherwise have been paid for from another public or private source. Regardless of who bills for the service, if compliance with documentation requirements is not provided to support reimbursed early intervention services or if the Service Provider receives overpayment for a claim, then the Service Provider shall refund the funding source (i.e. family, public or private insurance, or the N.C. ITP) the amount previously paid or the amount overpaid for that service.
8. During the term of the Provider Agreement, the Service Provider shall maintain complete and professionally adequate medical records consistent with the standards of practice set by their North Carolina Licensing Board or other relevant certifying entity. The Service Provider shall prepare and preserve as required, all reports, notes, forms, claims and correspondence that are necessary and appropriate to their professional services. The Service Provider shall further maintain these records in accordance with the record retention requirements specified in the "Oversight" section of the Provider Agreement.
9. The CDSA shall have the right and authority to conduct an on-site audit of the Service Provider. The CDSA shall give Service Providers three (3) business days' notice prior to conducting an on-site visit. Service Providers shall provide all requested documentation, including but not limited to: (a) licensure or certification; (b) procedures and policies for billing and collecting family fees; (c) proof of insurance; (d) criminal background verification; (e) financial records needed by the Office of Inspector General ("OIG"), the Office of the Attorney General, the North Carolina State Auditor or the North Carolina Early Intervention Section staff; and (f) any other reasonably requested records. The N.C. ITP retains the right to monitor all Service Providers. Such monitoring may take place in a variety of ways, including but not limited to: review of notes, plans of care, billing notes, family pay records and other receipts for services, direct observation of service provision, and review of licensure and/or certification. Service Providers shall make available, within ten (10) business days of a request from the CDSA or any N.C. ITP staff, any and all records generated by the provider for any infant, toddler, or family served in the N.C. ITP Program.
10. Service Providers shall ensure that all health and safety codes are followed, and that infants and toddlers being evaluated for eligibility or enrolled in the N.C. ITP are not at risk of sustaining harm or injury. This includes compliance with all state laws concerning the reporting of suspected or observed abuse and/or neglect. Service Providers shall observe and adhere to all professional licensure and/or certification requirements and standards.
11. Service Providers shall adhere to quality standards and requirements as set forth by the IDEA, 34 CFR Part 303, and the N.C. ITP, including providing services that, to the maximum extent possible, are routines based and in natural learning environments. The IDEA sets forth that services are to be provided in natural learning environments and are routine-based. The N.C. ITP believes that children learn best when "parents/caregivers" are engaged and supported in routines-based learning, in natural learning environments and with the use of coaching interaction styles, which are both evidence-based practices.
12. Service Providers are required to comply with any N.C. ITP provided training and professional development for implementing any adopted practices.
13. Service Providers may provide specialized therapies, not to include CBRS, to infants, toddlers and families that fall outside of the scope of the N.C. ITP. These instances occur for a variety of reasons, including but not limited to: families who are referred to Service Providers directly, families who may not be eligible for services under the N.C. ITP,

or families who decline services. In such cases, the Service Provider shall comply with its own procedures for providing services to infants, toddlers, and families. If a potentially eligible family is not enrolled in the N.C. ITP, the Service Provider shall verify whether the family has been referred to the N.C. ITP and if not, shall immediately refer the family to the N.C. ITP, as required by state legislation.

14. Service Providers are required to comply with all N.C. ITP requirements, and all periodic amendments and additions thereto, found at the following websites:

<https://beearly.nc.gov/index.php/staff/policies>

<https://beearly.nc.gov/index.php/staff/procedures>

N.C. ITP requirements include but are not limited to the following requirements:

- a. Abide by all enrollment agreements and state/federal laws that apply to Service Providers who deliver services to Medicaid beneficiaries and comply with the Medicaid False Claims Act (31 U.S.C. § 3729).

(NC Division of Medical Assistance Medicaid and Health Choice - Outpatient Specialized Therapies Clinical Coverage Policy No: 10A) https://ncleg.net/EnactedLegislation/Statutes/PDF/ByChapter/Chapter_108C.pdf

(NC Division of Medical Assistance Medicaid and Health Choice – Clinical Coverage Policy No: 8-J)
<https://files.nc.gov/ncdma/documents/files/8j.pdf>

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- b. Report immediately any sanctions or exclusions by the Division of Medical Assistance (DMA) against the agency or any direct service provider.
- c. Comply with Federal Office of Inspector General (“OIG”) Regulations for Service Providers.
<https://oig.hhs.gov/compliance/101/index.asp>
- d. Accept or decline referral from CDSA within two (2) business days. Acceptance of a referral means that the Service Provider will meet the 30-day timeline for starting services as reflected on the Individualized Family Service Plan Service Delivery Page and the Provider Referral Form.
- e. Follow Individualized Family Service Plan as written.
- f. Comply with N.C. ITP policies and procedures, including the processes for beginning and ending all services.
- g. Complete any requests for Assistive Technology equipment through the Service Coordinator in compliance with the N.C. ITP Assistive Technology Policies and Procedures.
- h. Submit children’s evaluation report(s) and therapy treatment plans to the CDSA within five (5) business days of completing the evaluation and within five (5) business days of developing the plan.
- i. Submit progress notes and/or monthly summaries to the CDSA no later than the fifteenth (15th) day of the following month.
- j. Provide services in accordance with the N.C. ITP’s Vision and Mission. <https://beearly.nc.gov>
- k. Follow the N.C. ITP Fees, Billing, and Reimbursement Policy.
- l. Invoice the family cost portion to families monthly, as applicable.
- m. Notify the Service Coordinator upon becoming aware of any changes in public or private insurance coverage.
- n. Report immediately any complaints registered with a licensing board that result in action taken against any direct service provider.

- o. Refrain from completing direct referrals of the child/family to any other services and from making recommendations for other services directly to families. Notify the Service Coordinator assigned to the child of any perceived needs.
 - p. Meet with each CDSA with whom they have an agreement at least once per year if requested by the CDSA Director.
 - q. Participate in provider meetings, N.C. ITP provided trainings, or CDSA activities as required by the CDSA.
 - r. Ensure that any new employee / subcontractor has been approved by the CDSA before assigning CDSA referrals.
 - s. Refrain from soliciting families for products and/or services.
 - t. Adhere to the N.C. ITP dispute resolution policy to achieve timely resolution of inter-agency disputes. Complaints must be filed and allege a violation that falls within the purview of the N.C. ITP and follow N.C. ITP policies and procedures (see 34 CFR Part 303.40 and <https://beearly.nc.gov>)
 - u. Provide at least 30 days' notice before terminating this Agreement.
15. Service Provider Agencies shall provide and review the "North Carolina Infant-Toddler Program Requirements for Service Provider Agency Employees / Subcontractors" with all agency employees / subcontractors. This document must be signed by both the Service Provider Agency employee / subcontractor and supervisor and submitted to the CDSA prior to the provision of any N.C. ITP services. If the Service Provider violates any procedures with any CDSA resulting in termination of the Provider Agreement, such violations may be cause for immediate termination with all other CDSAs with whom the provider has an agreement.

Failure to follow any procedures or requirements of Attachment 1 to the Provider Agreement, may constitute just cause for termination of this Agreement.

Required Forms

Service Provider Plan / Agreement Amendment

* This form should be completed and submitted annually.

Verification of Acceptable Criminal Record Checks

* This form should be completed and submitted annually.

Service Provider Roster

* This form should be completed and submitted as needed for any changes to the Service Provider Roster.

Change Request Form

* This form should be completed and submitted as needed for any agency changes.

NC Infant-Toddler Program Requirements for Service Provider Agency Employees / Subcontractors

* This form only needs to be completed ONCE by all agency employees / subcontractors and should be submitted to the CDSA when any new employees / subcontractors initially sign.

North Carolina Infant-Toddler Program Confidentiality Agreement

* This form only needs to be completed ONCE by all agency employees / subcontractors and should be submitted to the CDSA when any new employees / subcontractors initially sign.