Missouri First Steps
Service Provider Agreement (Specialist)

The following provider specialties are required to complete this agreement: ABA Consultant, Assistive Technology Provider, Audiologist, Counselor, Dietician, Interpreter, Nurse (RN and LPN), Occupational Therapist, Optometrist, Ophthalmologist, Orientation and Mobility Specialist, Physical Therapist, Physician, Psychologist, Special Instructor, Speech-Language Pathologist, Social Worker, Translator, and Transportation Provider.

This Service Provider Agreement is entered into by and between the Department of Elementary and Secondary Education as the Missouri Part C Lead Agency, hereinafter referred to as DESE and: _____, hereinafter referred to as the Provider. The Provider in this agreement may be an employee of an Agency or an Independent Provider. If an employee of an Agency, each employee must complete a Service Provider Agreement and list the Agency as the Payee. Independent Providers will list themselves as the Payee. The Payee is the recipient of all payments.

Purpose of Agreement:
The purpose of this Agreement is to establish the obligations, expectations and relationship between DESE and the Provider to ensure that quality services are made available to eligible children and their families pursuant to Part C of the Individuals with Disabilities Education Act (IDEA) and federal and state regulations implementing IDEA.

Agreement Effective Dates:
This agreement has an effective date, located on the signature page, and the agreement shall remain in effect until terminated in whole or in part by any party. This Agreement, upon execution, supersedes and replaces any prior Central Finance Office Service Provider/Payee Agreement previously executed by the Provider.

Provider Status:
By signing this agreement, the Provider has represented to DESE the ability to provide specific service(s) as defined in federal and state regulations. The Provider is an independent contractor who is not eligible for any state benefits and for whom no Federal or State Income Tax will be deducted from payments.

Provider Liability:
The Provider must maintain liability insurance for the entire time the Provider is enrolled as a First Steps Provider. 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 shall defend, indemnify, and hold harmless DESE 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 against any claims brought or actions filed against DESE or its agent where such claims or actions involve, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

The Provider shall certify that the Provider is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.

The Provider shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri, pursuant to subsection 1 of section 285.530, RSMo available at: http://www.moga.mo.gov/statutes/c200-299/2850000530.htm.

Compliance with Applicable Laws and Regulations:
The agreement shall be construed according to the laws of the State of Missouri. The Provider shall comply with all local, state, and federal laws and regulations related to the performance of the agreement, including, but not limited to:

- 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 20 U.S.C. 1400 et seq.,(Individuals with Disabilities Education Act or IDEA) 34 CFR Part 303 (Early Intervention Program for Infants and Toddlers with Disabilities), 34 CFR Part 99 (Family Educational Rights and Privacy Act or FERPA), 42 U.S.C. Ch. 126(Americans with Disabilities Act or ADA).

- The Provider shall comply with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F); and Federal Executive Order 12549, Debarment and Suspension (34 CFR Part 85).

- The Provider shall comply with the Education Department General Administrative Guidelines (EDGAR), which establishes uniform administrative rules and allowable costs for Federal grants and cooperative agreements and sub-awards to State, local and Indian tribal governments. EDGAR is available at: http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.pdf.

Compliance with Program Requirements:
The Provider shall comply with program requirements, including, but not limited to:

- Meet and maintain all standards, guidelines, policies, and comply with all state regulations as set forth by DESE for Part C implementation in Missouri. The Missouri state plan for Part C services is available at: http://dese.mo.gov/divspeced/stateplan/index.html. The provider will be notified via listserv messages as these are amended or revised.

- Be knowledgeable about the activities and priorities of the First Steps Program and abide by the First Steps Philosophy and Beliefs.

- Participate in the development, review and revision of IFSPs for children covered under this Agreement in a comprehensive manner and in accordance with Part C of IDEA.

- Attend all meetings as required by DESE.

- Ensure compliance of any planned or recommended changes in the delivery of services to children being served under this Agreement, including the delivery of services in accordance with the IFSP and the termination of services prior to the period of duration as reflected on the IFSP.

Communication Requirements:
DESE designates a Central Finance Office (CFO) as its contracted agent responsible for provider communications. The Provider agrees to immediately notify the CFO of any change in address (including electronic), employee status, or in the status of ownership of the undersigned entity.

The Provider must complete all areas (including email address for listserv messages) of the provider profile in the online Service Provider Matrix and/or www.mofirststeps.com **within 15 calendar days** of notification of enrollment. The confirmation of enrollment letter will contain information about obtaining a password and entering provider information online. Review and update as appropriate the Service Provider Matrix every three months, at minimum.

The Provider agrees to notify the assigned Service Coordinator of any planned or recommended changes in the delivery of services to children being served under this Agreement, including the termination of services prior to the period of duration as reflected on the IFSP.

Criminal Background Check and Abuse/Neglect Screening Requirement:
The Provider will ensure that documentation of a criminal background and fingerprint check (FBI through either the State Highway Patrol or the DESE Educator Certification/Conduct and Investigations Section), and registration with the Family Care Safety Registry is submitted to the CFO with the individual's Provider Agreement at time of enrollment.

Bi-Annual Automated Criminal Check:
The Provider will obtain an automated criminal history check (available online at State Highway Patrol/ CJIS Unit/Missouri Automated Criminal History Site) during each even-numbered year (e.g., 2012, 2014, etc) and will submit a copy to the CFO no later than December 31st of that year. The automated check does not apply to the initial year of enrollment due to the Provider completing a full criminal background check. NOTE: The automated check is not a full criminal background check.

Training Requirements:
The Provider will complete online training of **Module One: Orientation** prior to enrollment. The Provider will also complete any other mandatory online training activities designated for their enrolled discipline and within the required timeline(s).

Certification and Licensure Requirements:
The Provider must continue to meet all required licensing and credentialing standards in the state of Missouri for the services provided. The Provider understands and agrees that claims will not be honored without proper licensing and credentialing for the date(s) of service. Required licensing and credentialing standards in effect after the date of signature must be met within applicable timelines.

Confidentiality Requirements:
The Provider agrees to refrain from divulging any information concerning the child and/or family to unauthorized person(s) at all times without the informed, written consent of the responsible parent/legal guardian. Unauthorized person(s) means any individual outside of the First Steps System Point of Entry (SPOE) and any individual outside of a First Steps provider who is providing services listed on the child's IFSP. Unauthorized person(s) includes, but is not limited to, providers who are not providing services on the child's IFSP, family members or friends.

Claim Submission and Payment Requirements:

The Provider agrees to accept payment from the CFO as full and final payment for services rendered, and **not seek further payment** from the family of the eligible child, or any third party payer (i.e., Medicaid or Private Insurance), for such services. In addition, the Provider agrees to:

- Submit all claims to the CFO via the required format **within 60 days following service delivery** at the rate established by DESE. The rate schedule is available at: http://dese.mo.gov/se/fs/ProviderInfo.html. The only claims submitted to the CFO will be for authorized services, such as direct services, evaluation/assessment services, mileage, training and participation in team meetings.

- All claims and payments for services will be made **after the actual service has been performed** by the Provider.

- Submit all claims to the CFO utilizing the applicable codes as defined in HCPCS (HCFA Common Procedure Coding System); ICD 9 CM and 10 CM (International Classification of Diseases, 9th and 10th Revision, Clinical Modification); and CPT (Physician's Current Procedural Terminology), or as specified in any provider manual, bulletin, or other notice.

- The Provider agrees to remit interest on federal payments as described in the Monitoring, Reviews, and Audit Findings section.

Recordkeeping and Documentation Requirements:

The Provider agrees to maintain accurate clinical records for a period of **at least five years from discharge from services**, and make available to DESE personnel and their agents all records and information necessary to assure the appropriateness of payments made to the Provider, the proper administration of the First Steps system, and the Provider's compliance with all applicable statutes and regulations. In addition, the Provider agrees to:

- Maintain a time and effort/therapy log to record service rendered, including at a minimum: child's name, date of birth, date(s) of service, setting, the treatment provided, length of time service was delivered, and the name of the provider.

- Provide an electronic progress note in the web-based system for the service provided according to DESE requirements.

- Provide any records/documentation required to be maintained in the child's early intervention record to the SPOE in a timely manner, according to DESE requirements. Such records and information shall include, without being limited to, the following:
  a) medical records;
  b) financial records;
  c) records of all services (including testing protocols) for which payments have been made or are to be made by or through the CFO for the First Steps system including the authority for and the date of administration of such services; and,
  d) all other records as may be found necessary by DESE or its agent in determining compliance with any Federal or State law, rule or regulations.

- Comply with all other documentation and record-keeping requirements as outlined by DESE.

Monitoring, Reviews, and Audit Findings:
The Provider agrees to participate in the routine monitoring and supervision activities of the services as set forth by DESE or their agent, including self-assessment, on-site monitoring, data collection, reporting obligations, record or chart audits, financial audits, complaint investigation, and consumer satisfaction surveys. In addition, the Provider agrees to:

- Correct any areas of noncompliance identified by the DESE within timelines specified.

- Provide to state personnel, DESE personnel and/or their agent(s), as a part of any periodic inspections, reviews or audits, child complaint investigation or due process complaint hearing or provider complaint investigations, all required documentation and information in a timely manner as specified in the request.

- Notify the CFO and make full reimbursement of any duplicate or erroneous payment billed or received as the result of an act or omission of the Provider.

- Make prompt repayments to the CFO, or arrange to have payment plans as defined and arranged by the CFO, whenever it is determined after an investigation or audit that any overpayment to the Provider has been made. The Provider will have an opportunity to respond to the request for repayment.

- Pay interest on any returned federal funds due to any billing issues. Interest is charged from the date of payment until the date the funds are received at the CFO based on the United States Treasury daily interest rate. The Provider may keep up to $100 per year for administrative expenses, but must submit documentation to show that the interest amount went to administrative expenses.

Nondiscrimination:
The Provider shall not discriminate on the basis of race, color, religion, gender, national origin, age, or disability in its programs or employment practices as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Title II of the Americans with Disabilities Act of 1990.

Inquiries related to Department practices may be directed to the Jefferson State Office Building, Human Resources Director, 205 Jefferson Street, Jefferson City, Missouri 65102-0480; telephone number 573-751-9619. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Office of the General Counsel, Coordinator – Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), 6th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; fax number 573-522-4883; email civilrights@dese.mo.gov.

Conflict of Interest:
The Provider agrees that no individual providing early intervention services may be dually-enrolled as a Provider and a First Steps Service Coordinator within the same service area of a single SPOE region. The Provider agrees that another contractual or personal relationship cannot exist which would create any actual or perceived conflict of interest. The Provider further agrees that during the term of this agreement neither the Provider nor any of its employees shall acquire any other contractual or personal relationships which create such a conflict.

Attestations:
The Provider agrees to annual confirmation that must be attested online at www.mofirststeps.com indicating that no events have occurred which would change the status of the Provider's account, including:

- liability insurance coverage, and
- additional enrollment requirements, if applicable.

Enforceability and Termination:
If the Provider fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds distributed under the First Steps program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws. This Agreement may be terminated as follows:

- By DESE or its agent for Provider's breach of any provision of this Agreement; or,
- By DESE or its agent, or by the Provider, upon 60 days written notice.

Signature Page:
The Provider shall sign the following signature page.

First Steps Service Provider (Specialist) Agreement Signature Page

This Agreement constitutes the sole agreement between the parties. No representation, oral or written, not incorporated herein shall be binding upon the parties. The undersigned, being the Provider or the Payee or having the specific authority to bind the Provider or Payee 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 or Payee as a business entity, to abide by and comply with all of the stipulations, conditions, and terms set forth herein.

By execution of this Agreement, the undersigned entity (Provider) requests initial or ongoing enrollment as a provider of services for families and infants and toddlers eligible and enrolled in the First Steps Early Intervention Services System (First Steps).

Payee Information
ORGANIZATION/PAYEE NAME (include "Doing Business As" – d/b/a if applicable)
NAME OF AUTHORIZED REPRESENTATIVE (Please Print) (Must be an authorized officer, owner, or partner)
SIGNATURE:
TITLE:
DATE OF SIGNATURE:
MAILING ADDRESS:
CITY, STATE, ZIP CODE:
Individual Provider Information
PROVIDER NAME (Please Print):
SIGNATURE:
DATE OF SIGNATURE:
MAILING ADDRESS (if different from above)
CITY, STATE, ZIP CODE:
TELEPHONE, including area code:
FOR CFO USE ONLY:

The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, religion, gender, national origin, age, or disability in its programs and activities. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Office of the General Counsel, Coordinator – Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), 6th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; fax number 573-522-4883; email civilrights@dese.mo.gov.