

**CONTRACT BETWEEN THE _____, LOCAL LEAD AGENCY
FOR THE INFANT & TODDLER CONNECTION OF _____**

AND

(Provider)

To provide the following services:

This contract is entered into this day _____ by the _____ serving as
Local Lead Agency for the Infant & Toddler Connection of _____, and
_____, hereafter referred to as the Provider.

I. AUTHORITY

Public Law 105-17, Individuals with Disabilities Education Act (IDEA), as amended; 34 CFR Part 303: Early Intervention Program for Infants and Toddlers with Disabilities; Virginia Code 2.2-5300 et seq.; Virginia Part C Policies and Procedures (2000), Department of Mental Health, Mental Retardation and Substance Abuse Services Policy 4037 (CSB) 91-2: Early Intervention Program for Infants and Toddlers with Disabilities and Their Families.

II. PRINCIPLES

WHEREAS, the Commonwealth of Virginia and the _____ (Local Lead Agency) remain fully committed to the design and implementation of an interagency, community-based, family-centered system of early intervention services provided in natural environments for all eligible children and their families, recognizing that children are our most precious resource and represent the future hopes for Virginia and the nation; and

WHEREAS, it is recognized that early intervention can reduce (1) the number of children that will require more costly special education services later, and (2) the amount and intensity of services needed later in life by children with disabilities; and

WHEREAS, early intervention supports and services are available to all eligible infants and toddlers and their families through the Infant & Toddler Connection of Virginia regardless of the family's ability to pay; and

WHEREAS, the purpose and focus of Part C supports and services are to increase the child's participation in family and community activities identified by the family and to support the family in identifying learning opportunities and enhancing their child's development; and

WHEREAS, consideration of family routines, activities and natural settings occurs throughout the early intervention process from child find, eligibility determination, assessment, and delivery of entitled services through transition from services; and

WHEREAS, supports and services occur in the context of and are integrated into the normal daily activities, routines and environments of each child and family, and fit into the family's life and build effectively on the resources and supports already in place; and

WHEREAS, parents already do things to teach their children everyday – they are the primary agent of change in their child's development and the experts on their child and family; and

WHEREAS, Part C providers add their specialized skills and knowledge and work as a team with the parents and other caregivers to identify and use existing learning opportunities and create new ones as needed to address the outcomes that the family and Part C providers have developed together; and

WHEREAS, individualized outcomes are relevant for the family, focus on the child's participation in activity settings that are important to the family, and focus on the whole child rather than specific developmental skills; and

WHEREAS, service delivery options, including specific supports and services, service providers, and locations of service delivery are determined *after* the desired outcomes and potential learning opportunities have been identified; providers partner with families to make an individualized determination about the supports and services that are necessary to support the child's ability to participate in family and community activities; and

WHEREAS, service providers use multiple methods, including accommodations, adaptations, coaching with parents/caregivers, and expanding activity settings, to accomplish outcomes; and

WHEREAS, effective Part C early intervention requires an active parent-provider partnership that includes involvement by the family/caregiver in each early intervention session, with the focus on expanding the parents'/caregivers' confidence and competence to help the child learn during everyday activities;

THEREFORE, _____, Local Lead Agency for the Infant & Toddler Connection of _____, hereby reaffirms commitment to continued participation in and implementation of the federal Part C legislation. It is agreed that implementation activities and the roles and responsibilities of all agencies, state and local, are determined by Public Law 105-17, Individuals with Disabilities Education Act (IDEA), as amended; 34 CFR Part 303: Early Intervention Program for Infants and Toddlers with Disabilities; Virginia Code 2.2-5300 et seq.; Virginia Part C Policies and Procedures (2000), Department of Mental Health, Mental Retardation and Substance Abuse Services Policy 4037 (CSB) 91-2: Early Intervention Program for Infants and Toddlers with Disabilities and Their Families and other federal and state laws and regulations as may apply.

III. SUMMARY

The contract period is July 1, 20## through June 30, 20##. This contract represents an agreement between _____, Local Lead Agency for the Infant & Toddler Connection of _____, and providers of Early Intervention Services, including, but not limited to, Physical Therapy, Speech-Language Therapy, Occupational Therapy, Developmental Services, Vision Services, Social Work, and Service Coordination, for eligible children (birth to age three) under Part C of the Individuals with Disabilities Education Act.

Providers shall make maximum use of all third party funding sources, including all private and public insurances as appropriate. Part C funds may not be used to satisfy a commitment for services that would otherwise have been paid for from any other public or private source. In this regard Part C funds are designated as **payor of last resort**. All providers shall comply with the **statewide family cost share system** for determining family fees for specific early intervention services as listed on the Individualized Family Service Plan.

The Provider agrees to adhere to Virginia Policies and Procedures for Part C of IDEA as well as the Infant & Toddler Connection of Virginia Practice Manual.

IV. SCOPE OF SERVICES

- A. The Provider agrees to comply with the statewide family cost share system. The Provider shall assure that families are fully informed about the cost of services, which includes providing the family with a copy of the charge(s) for the early intervention service(s) their child will receive, as well as an explanation of insurance coverage. The Provider shall collaborate with service coordinators in order to insure that families are informed of the charge for entitled services and the families' responsibilities for payment. Families will be informed about all family cost share policies prior to writing the initial Individualized Family Service Plan (IFSP). If the family selects to utilize the family cost share fee scale, the Provider agrees to bill the family only up to the monthly family cost share amount. If the child is receiving services from multiple providers, and has a monthly family cost share amount, the Provider shall contact the System Manager for clarification on which provider should bill the family each month.
- B. When rendering a bill to the family, the Provider agrees to state the full cost of the service minus any reduction based on the Family Cost Share or appeal process. The Provider agrees to be responsible for collecting the established fees from the family.
- C. The Provider agrees to bill private insurance, TRICARE, Medicaid, and Virginia's Family Access to Medical Insurance Security Plan (FAMIS) the full charges of services. Medicaid cannot be charged a higher rate than is charged to families with private insurance.
- D. The Provider agrees to research all denials of a child's claim with an insurance company, providing the _____ (Local Lead Agency) with written documentation

of research efforts and reason for denial.

E. Since services listed on the IFSP are to begin within 30 calendar days of the date the parent signs the IFSP, if disputes over financial or other responsibility arise the _____ (Local Lead Agency) agrees to finance the entitled Part C services as payor of last resort in order to ensure that these services are not delayed or denied, pending reimbursement from the agency or entity that has the ultimate responsibility for payment. Upon reimbursement from the agency with responsibility for payment, the provider shall reimburse the _____ (Local Lead Agency).

F. Service Coordinators are responsible for obtaining Physician Certifications as required. Physician Certifications must be requested in a timely manner and every attempt must be made to obtain as quickly as possible. Providers are responsible for ensuring receipt of physician certifications at least 30 days after the initial visit. If Physician Certifications have not been received within 30 days of the date of the IFSP, the Service Coordinator and Local System Manager must be notified by the provider.

If there is no documentation of repeated attempts by the Service Coordinator to acquire the physician's certification the agency providing the service coordination is responsible for payment for services provided without Physician Certification since neither State nor Federal Part C funds nor Medicaid funds may be used to pay for these services.

G. The Provider shall confirm at least monthly whether or not the child's public or private insurance coverage has changed and notify the local system manager and service coordinator immediately if a child who has or had Medicaid/FAMIS no longer has Medicaid/FAMIS or does not have the Medicaid EI benefit, and notify the service coordinator if the child had TRICARE or private insurance coverage and the child no longer has that coverage. The provider shall retain all documentation of communication with the local system manager and service coordinator to assist, as needed, in determining the start date for adding back the Medicaid EI benefit when Medicaid/FAMIS coverage has lapsed.

H. For purposes of this contract, the Standard Early Intervention rate is as follows:

1. \$37.50 per 15 minute unit for Physical Therapy (PT), Occupational Therapy (OT), and Speech-Language Therapy (ST).
2. \$27.50 per 15 minute unit for Developmental Services, Social Work and Vision services, and
3. \$120 per month per child for service coordination/case management services.

I. Fees shall not be charged to families for services that a child is otherwise entitled to receive at no cost to the family. Functions and services to be provided at no cost to families include: 1) Child Find, 2) Eligibility Determination and Assessment, 3) Service Coordination, 4) IFSP development, review and evaluation, and 5) Implementation of

procedural safeguards and other systems components.

- J. For a child with Medicaid, Part C funds shall not be used to make up the difference between the amount reimbursed by Medicaid and the provider's cost of providing that services. As a Medicaid provider, the provider has agreed to accept reimbursement at the Medicaid rate as payment in full.
- K. For families who have no insurance coverage (including private insurance, TRICARE, Medicaid, or FAMIS), have denied access to their insurance by Early Intervention, or whose insurance has denied payment for provided services, the _____ (Local Lead Agency) shall provide payment at the standard Early Intervention rate per visit, minus the family's cost share, for the delivery of Part C entitled services.
- L. The Provider shall bill Part C, _____ (Local Lead Agency), for Eligibility Determination at the standard Early Intervention rate. If participation in eligibility determination requires the provider to travel in order to be with the family, a rate of \$37.50 per 15 minutes may be billed for ST, OT or PT providers. A rate of \$27.50 per 15 minutes may be billed by providers of Developmental Services, Social Work, and Vision. If participation in eligibility determination does not require the provider to travel in order to be with the family, a rate of \$22.50 per 15 minutes may be billed for ST, OT, or PT providers. A rate of \$16.49 per 15 minutes may be billed by providers of Developmental Services, Social Work, and Vision.
- M. For children who are covered by private insurance or children with no insurance coverage, providers shall bill Part C, _____ (Local Lead Agency), for eligibility determination and assessment for service planning. For those children with Medicaid, the Provider shall bill as follows:
 - 1. The Provider shall bill Part C, _____ (Local Lead Agency), for eligibility determination if it is provided separately from assessment for service planning;
 - 2. The Provider shall bill Medicaid for the total time if eligibility determination and assessment for service planning are combined and the child is found eligible for Part C; and
 - 3. The Provider shall bill Medicaid for assessment for service planning for children who are found eligible for Part C if assessment for service planning is provided separately from eligibility determination.
- N. For children not eligible for Early Intervention Targeted Case Management and therefore payment through Medicaid, the provider shall bill Part C, _____ (Local Lead Agency), for Service Coordination at the rate of \$120 per child per month. Billing may only take place for those children for whom an allowable service coordination /case management activity has occurred during that month. Allowable activities include but are not limited to the following:
 - 1. Coordinating the initial Intake and Assessment of the child and planning services

and supports, to include history-taking, gathering information from other sources, and the development of an Individualized Family Service Plan, including initial IFSP, periodic IFSP reviews, and annual IFSPs. This does not include performing medical assessments, but may include referral for such assessment;

2. Coordinating services and supports planning with other agencies and providers;
3. Assisting the child and family directly for the purpose of locating, developing, or obtaining needed services and resources;
4. Enhancing community integration through increasing the child and family's community access and involvement;
5. Making collateral contacts to promote implementation of the Individualized Family Service Plan and allow the child/family to participate in activities in the community. A collateral contact is defined as "Contact with the child's significant others to promote implementation of the service plan and community participation, including family, non-family, health care entities and others related to the implementation and coordination of services;"
6. Monitoring implementation of the Individualized Family Service Plan through regular contacts with service providers, as well as periodic early intervention visits;
7. Providing instruction and counseling that guide the family in problem-solving and decision-making and developing a supportive relationship that promotes implementation of the Individualized Family Service Plan. Counseling in this context is defined as problem-solving activities designed to enhance a child's ability to participate in the everyday routines and activities of the family within natural environments where children live, learn, and play;
8. Submitting to the client's physician (semi annually) the health status indicator questions or using an alternate local mechanism to collect the information necessary to answer these questions. Based upon the results of the questionnaire from the physician, following-up with the family/caregiver to inform and/or assist in obtaining needed medical services;
9. Coordinating the child/family's transition from Part C early intervention services; and
10. Making contacts (face-to-face, phone, email) with the family.

O. The Provider shall bill Part C, _____ (Local Lead Agency), for Developmental Services and participation in IFSP meetings (initial, review, and annual) at the Standard Early Intervention rate (minus the family cost share for Developmental Services) for those children with private insurance, TRICARE or no insurance coverage.

P. The Provider shall bill Part C, _____ (Local Lead Agency), for consultation between providers. Consultation must be listed on the IFSP to be billable and cannot be between team members who are both providing ongoing services for a child. The child and family are not present during a consultation. Consultations must be face to face to be billed. Reimbursement rate is determined by whether or not travel is required.

- Q. The Provider agrees to refund the _____ (Local Lead Agency) any amount paid to the Provider later found to have been covered by public or private insurance.
- R. The Provider shall, on a monthly basis, send documentation specifying dates of services rendered on each child served. This documentation shall be submitted by the ____ day of the month and shall include the provider notes. Documentation should be sent to: Infant & Toddler Connection of the _____ (Address, City, State, Zip).
- S. Billing shall be submitted with any related documentation to Infant & Toddler Connection of the _____ (Address, City, State, Zip).
- T. Billing shall be submitted within ____ days of service. Billing for services that exceed ____ days must include justification as to why billing is delayed.
- U. The Provider agrees to follow service coordination practices and procedures, including the practice that a family can request a modification or revision of the IFSP at any time. Service coordinators are responsible to organize IFSP meetings. **Proposed changes in either frequency or duration of services must be discussed with the family AND the Service Coordinator as part of an IFSP review meeting that considers the child's status with regard to all outcomes and services. The decision to make changes to the IFSP must be made by the IFSP team as a whole, using Parental Prior Notice documentation.** An IFSP review occurs when a change to the outcomes, short term goals or service provision specified in the IFSP is being considered. All IFSP members must receive written confirmation and have the opportunity to provide input about all contents of the IFSP.
- V. Service coordinators must submit documentation of IFSP reviews to the System Manager within ____ days of the IFSP review date. **Documentation of closures, including ITOTS forms and child outcome indicators, must be submitted to the system manager within ____ days of the date of closure.**
- W. The Provider agrees to comply with the "No Show" for Service Visits Flow Chart included in chapter 8 of the Practice Manual.
- X. Part C Early Intervention supports and services shall be provided only by qualified Part C practitioners who are affiliated with the local system. Providers must be certified by the Department of Behavioral Health and Developmental Services as an Early Intervention Professional, Early Intervention Specialist, or Early Intervention Case Manager. Providers working as both a service coordinator and another discipline shall be certified as an Early Intervention Case Manager and Early Intervention Professional or Early Intervention Case Manager and Early Intervention Specialist. Early Intervention Specialists shall work under the supervision of an Early Intervention Professional.
- Y. Families have the opportunity to select from among the provider agencies who are

qualified to provide the services identified on the IFSP and who are in the family's payor network and who practice in the area where the child/family lives. The service coordinator will assist the family in the process of selecting a provider. The provider shall neither promote nor demote specific agencies and their services.

- Z. The Provider must actively participate in Child Find by referring infants and toddlers potentially eligible for Part C services to the Single Point-of-Entry as well as participate in public awareness activities designed to increase community knowledge of the importance and availability of early intervention services.
- AA. The Provider must follow all federal regulations and state and local policies for procedural safeguards and confidentiality.
- BB. All services provided by the Provider pursuant to this program shall be performed to the satisfaction of the _____ (Local Lead Agency). Payment shall not be provided by the _____ (Local Lead Agency) for work found to be unsatisfactory or performed in violation of federal, state or local laws, ordinances, rules and regulation.
- CC. The Provider shall comply with all state and local Part C Policies and Procedures and the Infant & Toddler Connection of Virginia Practice Manual. The Practice Manual can be located on the Infant & Toddler Connection of Virginia website at (www.infantva.org).
- DD. The Provider will ensure compliance with "timely" beginning of entitled services, within 30 calendar days from date the parent/guardian signs the IFSP, unless the IFSP team decides on and documents a later start date in order to meet the individual needs of the child and family. The provider shall document in a contact note(s) any circumstances that result in the delay of the timely start of services.
- EE. The Provider shall ensure that all contacts made with or on behalf of the family are documented in a contact note that meets the requirements specified in Chapter 9 of the Infant & Toddler Connection of Virginia Practice Manual.
- FF. The provider shall submit quarterly expenditure reports to the Local System Manager no later than November 1, 2012; February 1, 2013; May 1, 2013; and August 1, 2013.
- GG. The Provider shall adhere to the requirements of Virginia's Part C General Supervision and Monitoring System by responding to data requests from the Department of Behavioral Health and Developmental Services (DBHDS), providing access to records by the local lead agency and DBHDS upon request, and assisting with development and implementation of local compliance plans as required by the DBHDS to ensure correction of noncompliance as soon as possible and no later than 365 days from the date the DBHDS identified the noncompliance.
- HH. The provider shall participate in training as identified in a local improvement plan.

V. MODIFICATION

The _____ (Local Lead Agency) may, at any time during the contract, issue written modifications to include, but not limited to, the scope of services, deliverables and compensation. Any and all modifications to this contract shall be in writing and subject to approval by the Provider.

VI. CANCELLATION

The _____ (Local Lead Agency) and the Provider have the right to cancel and terminate any resulting contract, in whole or in part, without penalty upon sixty (60) days written notice to both the Provider and the _____ (Local Lead Agency). Written notice should be sent to:

Infant & Toddler Connection of _____
(Address)
(City, State, Zip)

Any contract cancellation notice shall not relieve the Provider of the obligation to deliver and/or perform all outstanding services prior to the effective date of cancellation. In the event of cancellation, the _____ (Local Lead Agency) shall be liable for only those services delivered through the effective date of cancellation. If, at the request of the _____ (Local Lead Agency), the Provider continues to provide services after the cancellation date both the _____ (Local Lead Agency) and Provider agree to abide by the statewide family cost share practices.

VII. GENERAL TERMS AND CONDITIONS

- A. The Provider hereby agrees to indemnify and hold harmless the Contracting Agency, their officers, employees and agents harmless from any and all liability of whatsoever nature that may arise as a result of the Provider's actions or inactions under this contract.
- B. It is understood and agreed between the parties herein that the Contracting Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract. The _____ (Local Lead Agency) will give advance notice to the Provider if funding is becoming exhausted in order to prevent the Provider from incurring significant non-reimbursable cost.
- C. This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Provider shall comply with applicable federal, state and local laws and regulations.

- D. The Provider agrees to retain all financial records, books and other documents relative to this contract for (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Contracting Agency or their authorized agents, and/or Federal auditors shall have access to and the right to examine any said materials during the said period.
- E. This contract may not be assigned by the Provider in whole or part without the written consent of the _____ (Local Lead Agency).
- F. By signature on this contract, the Provider certifies that it does not and shall not during the period of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- G. The Provider certifies that this contract offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other parties in conjunction with its contract offer, and that it has not conferred on any public employee having an official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

VIII. SPECIAL TERMS AND CONDITIONS

- 1. All services provided by the Local Lead Agency pursuant to this contract shall be performed in accordance with the terms of the contract and with all applicable federal, state and local laws, ordinances, rules and regulations. The Local Lead Agency shall not receive payment for work found by the DBHDS to be in violation of the terms of this contract or of federal, state and local laws, ordinances, rules or regulations. Furthermore, the Local Lead Agency shall, through contract management, hold local public and private agencies to which Part C funds are provided accountable and withhold payment for services found to be in violation of the contract with that provider. Should any disagreements arise under any portion of this contract, both parties agree to attempt to resolve them through open discussion prior to issuing any notice of cancellation of a contract.
- 2. During the performance of this contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider Agency. The Provider Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider, in all solicitations or advertisements for employees, shall state that such Provider Agency is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Provider shall include the provisions of this section (VIII.2) in every contract for services or purchase order over \$10,000, so that the provisions shall be binding upon each contractor or vendor.
3. The Provider shall comply with the following requirements for the implementation of Part C of IDEA. (*Links to many of these documents may be accessed at www.infantva.org.*)
- a. Public Law 105-17, Individuals with Disabilities Education Act (IDEA);
 - b. 34 C.F.R. Part 303: Early Intervention Program for Infants and Toddlers with Disabilities;
 - c. Virginia Code § 2.2-5300 et seq.;
 - d. Submission, Assurances and Certifications; Part C Grant Application;
 - e. The Commonwealth of Virginia 2000 Policies and Procedures for the Implementation of Part C of the IDEA, any subsequent revisions, and local policies and procedures;
 - f. *The Infant & Toddler Connection of Virginia Practice Manual*;
 - g. State Board Policy 4037 (CSB) 91-2: Early Intervention Program for Infants and Toddlers with Disabilities and Their Families;
 - h. Virginia Interagency Memorandum of Agreement Among the Agencies Involved in the Implementation of Part C of the Individuals with Disabilities Education Act (IDEA), June 2010;
 - i. Applicable local interagency agreements, contracts, and memoranda of understanding;
 - j. Immigration Reform and Control Act of 1986: The Local Lead Agency certifies that they do not and shall not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986; and
 - k. The Education Department General Administrative Regulations (EDGAR) including:
 - (1) Part 76 (State Administered Programs), except for Sec. 76.103;
 - (2) Part 77 (Definitions that Apply to Department Regulations);
 - (3) Part 79 (Intergovernmental Review of Department of Education Programs and Activities);

- (4) Part 80 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments);
 - (5) Part 81 (Grants and Cooperative Agreements under the General Education Provisions Act--Enforcement);
 - (6) Part 82 (New Restrictions on Lobbying); and
 - (7) Part 85 [Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Work Place (Grants)].
4. Providers shall utilize consistent statewide forms (see www.infantva.org for forms). If utilizing electronic forms in place of the statewide forms, providers shall ensure the electronic forms include the same wording in the same sequence as given on the statewide forms. Procedural Safeguards or service delivery forms include, but are not limited to, the following:
- a. "Individualized Family Service Plan (IFSP)" (electronic);
 - b. "Individualized Family Service Plan (IFSP)" (hand);
 - c. "Confirmation of Individualized Family Service Plan (IFSP) Schedule;"
 - d. "Confirmation of Scheduled Meetings/Activities;"
 - e. "Consent for Initial Assessment for Service Planning;"
 - f. "Declining Early Intervention Services;"
 - g. "Eligibility Determination;"
 - h. "Family Cost Share-Agreement;"
 - i. "Family Cost Share-Appeal;"
 - j. "Parental Prior Notice;"
 - k. "Notice and Consent to Determine Eligibility;"
 - l. "Notice of Child and Family Safeguards in the Infant & Toddler Connection of Virginia Part C Early Intervention System;" and
 - m. "Strengthening Partnerships: A Guide to Family Safeguards in the Infant & Toddler Connection of Virginia Part C Early Intervention System."

IN WITNESS WHEREOF, the parties that have caused this Contract to be duly executed intending to be bound thereby.

Signature - Provider

Date

Signature - Authorized Officer of (Local Lead Agency)

Date