

**EARLY INTERVENTION PROVIDER CONTRACT**

**SECTION A. CONTRACT PARTIES**

This contract is entered into between the Ohio Department of Developmental Disabilities (DODD), whose address is 30 E. Broad Street, 12<sup>th</sup> Floor, Columbus, Ohio 43215, and the following Early Intervention service provider:

<b>PROVIDER</b>	
Address	
Address	
Authorized Representative, Title	
Telephone	
Email	
Vendor Number	
<b>For Internal Use Only-Completed by DODD</b>	
El Provider Contract #	

**Section B. EFFECTIVE DATES**

This contract is effective upon the date of execution by both parties through June 30, 2021.

**Section C. CONTRACT FUNDING SOURCE**

This contract may be funded in whole or in part by grants awarded by the United States Department of Education. Authorization for funding this contract is contained in the Catalog of Federal Domestic Assistance (CFDA) Number 84.181A, Part C of the Individuals with Disabilities Education Act (IDEA), Public Law 108-446.

**Section D. PREFERRED PROVIDERS**

1. Early Intervention providers will only be used if the local county board of developmental disabilities is unable to provide the recommended early intervention services.
2. Priority will be given to providers that will:

- a. Bill, with parent consent, public insurance of the child or parent (e.g. Medicaid of children's health insurance program) for the provision of early intervention services.
- b. Bill, with parent consent, private insurance of the child or parent for the provision of early intervention services.

**Section E. EARLY INTERVENTION SERVICE DELIVERY**

- 1. In consideration of the mutual promises expressed in this contract, and intending to be legally bound, provider agrees to perform, and DODD agrees to pay provider, in accordance with the terms of this contract.
- 2. When delivering services pursuant to this agreement, provider will:
  - a. Participate in the multidisciplinary IFSP team's ongoing assessment of a child;
  - b. Participate in the development of integrated outcomes for the individualized family service plan (IFSP);
  - c. Provide only those early intervention services that are specified in the IFSP;
  - d. Provide early intervention services as specified in the IFSP, including the length, duration, frequency, intensity, method of delivery, and location of delivery.
  - e. Provide early intervention services in the natural environment for that child or service or provide the IFSP team a justification as to why an early intervention service will not be provided in the natural environment.
  - f. Begin the early intervention services within thirty days of the IFSP signature date.
  - g. Provide prior written notice to the parent and the service coordinator on form EI-11 whenever an early intervention service is proposed, refused, or changed outside of the IFSP review at least ten calendar days before the proposed date of action.
  - h. Maintain communication with the service coordinator and provide documentation of the early intervention services begin and end dates, number of units provided, and copies of any prior written notices.
  - i. Provide work, services, products, and deliverables in the time and manner detailed in the following documents: Early Intervention Payor of Last Resort (POLR): Provider Overview, Early Intervention Payor of Last Resort (POLR): Service Provider Agreement Process, Early Intervention Payor of Last Resort (POLR): Submitting Claims, Early Intervention Payor of Last Resort (POLR): Early Intervention Services as defined at

34 CFR 303.13. These documents can be found at:

<http://ohioearlyintervention.org/system-of-payments/service-Providers>.

- j. Maintain in good standing all required and necessary accreditations, licensure, or other qualifications deemed necessary per state and federal law, regarding the provision of early intervention services.
- k. Enroll in, and receive a passing grade in the following four online webinars within three months upon the execution of this contract:
  - i. Introduction to Early Intervention (Course ID #1061260)
  - ii. Early Intervention Mission and Key Principles (Course ID #1061264)
  - iii. The IFSP: It's All about the Process (Course ID #1066899) or its successor
  - iv. Natural Learning Environments (Course ID #1063888)
- l. Provide specified early intervention services using qualified personnel who hold, as applicable based on the early intervention services provided, valid early intervention services certification issued by DODD in accordance with rule 5123:2-5-05 of the Ohio Administrative Code, valid license or certificate issued under Title XL VII of the Ohio Revised Code, or valid license or certificate issued under Chapter 3319 of the Ohio Revised Code.
- m. Perform the early intervention services in accordance with accepted professional standards and all applicable requirements for providers established by rules 3701-8-07, 3701-8-7.1, and 3701-8-10.2 of the Ohio Administrative Code, other standards established by DODD pursuant to Ohio law and regulations, and pertinent federal statutes and regulations, including 34 C.F.R. 303, all of which are incorporated into this contract and as they may be amended or superseded.
- n. Provide specified early intervention services in the native language of the family or other mode of communication used by the family at the cost of Provider.

**Section F. PAYMENT FOR EARLY INTERVENTION SERVICES**

- 1. Provider will invoice DODD for early intervention services in accordance with the IFSP's specified early intervention services and units. Provider will charge provider's usual, customary, and reasonable rate for services. Provider may not charge DODD an amount that exceeds the billing rates found at:

<http://ohioearlyintervention.org/system-of-payments/service-providers>

2. Provider will invoice DODD not more than 180 days after the date of service. Provider waives the interest provisions of Ohio Revised Code 126.30.
3. Provider will not invoice a family for services where the provider is listed as the provider of early intervention services on the IFSP and POLR is listed as the payor.
4. If the early intervention program participant is enrolled in Medicaid, provider agrees to accept the Medicaid payment as payment-in-full.
5. The provider agrees to accept the payment remittance from the early intervention payment system as payment-in-full.
6. If public or private insurance denies a claim, provider will notify DODD.
7. Provider agrees to provide his/her/its Federal Tax Identification Number on all invoices, to utilize the appropriate Current Procedural Terminology (CPT) codes, International Classification of Disease (ICD-10-CM) codes, early intervention program participant name, and date of service on all claims and to bill on the appropriate billing form (UB04 or HCFA 1500). Codes and billing rates can be found at:  
  

<http://ohioearlyintervention.org/system-of-payments/service-providers>
8. Provider agrees to refund to DODD any duplicate payment, overpayment, or otherwise incorrect payment within thirty days of receipt of the payment or written notification of the incorrect payment, whichever is sooner. Provider shall direct refunds, along with the BCMH remittance advice and client information to:  
  

Ohio Department of Health  
Attn: Revenue Processing Unit  
P.O. Box 15278  
Columbus, Ohio 43215
9. DODD agrees to make payment within sixty days of receipt of a properly completed invoice submitted by provider and to return to provider within thirty days of receipt any invalid or incomplete invoice with a description of the reason for rejection or of any additional information necessary to correct the invoice.
10. Provider agrees to comply with the requirements for authorization, provision, and billing of services set forth in such written instructions as may be provided by DODD from time to time. Provider agrees to any additional requirements that DODD may establish and agrees to be bound by such requirements as of the date they are received by provider without the necessity to either amend this contract or be provided additional consideration.
11. Provider agrees to notify DODD in writing within thirty days of a change in any of the following: ownership, corporate name, tax identification number, licensure, certification, or registration status.

**SECTION G. RECORDS RELATING TO EARLY INTERVENTION SERVICES**

1. Provider agrees to provide copies of, or access to, records of services or other relevant information to DODD upon request.
2. Provider will retain all records relating to costs, work performed and supporting documentation for invoices submitted to DODD and will make all records available for audit by the State of Ohio (including, but not limited to, DODD, the Auditor of the State of Ohio, or duly authorized law enforcement officials) and agencies of the United States government for a minimum of six years after payment for work performed under this contract. If an audit, litigation, or other action is initiated during this time, provider shall retain such records until the action is concluded and all issues resolved or the six years' end, whichever is later. Provider agrees to give copies of these records to the early intervention program participant's parent, DODD, to the Secretary of the United States Department of Education, and/or other appropriate local, state, federal officials upon written request, subject to the limitations specified above.
3. Provider agrees to keep all information strictly confidential concerning the identity of the participants of the early intervention system and to comply with all applicable provisions of state and federal law, including those requirements covered by 45 C.F.R.164.504(e)(2)(ii)(A) and (B) of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 C.F.R. Part 99), regarding confidentiality of information about individuals receiving services. Provider agrees that the information provided or made available by DODD shall not be used or disclosed other than as permitted or required by this contract or as required by law. Provider will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this contract. Provider shall immediately report to DODD any discovery of use or disclosure of information not provided for or allowed by this contract.
4. Maintain records in accordance with rule 3701-8-09 of the Ohio Administrative Code, other standards established by DODD pursuant to Ohio law and regulations, and pertinent federal statutes and regulations, including 34 C.F.R. 303.344, all of which are incorporated into this contract and as they may be amended or superseded;

**SECTION H. CERTIFICATION OF FUNDS**

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, Ohio Revised Code 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

## **SECTION I. TERMINATION OF CONTRACT**

1. DODD may suspend or terminate this contract with or without cause by giving thirty days' prior written notice to provider.
2. DODD may immediately suspend or terminate this contract, without notice, upon the loss of funding stream to DODD preventing the provision of early intervention services.
3. Provider, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by DODD, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this contract, including, without limitation, results, conclusions resulting therefrom, and any other matters DODD requires.
4. Provider shall be paid for services rendered up to the date provider received notice of suspension or termination, less any payments previously made, provided provider has supported such payments with invoices.
5. Provider agrees to waive any right to, and shall make no claim for, additional compensation against DODD by reason of such suspension or termination.
6. Provider may terminate this contract with or without cause upon thirty days' prior written notice to DODD.

## **SECTION J. INDEPENDENT CONTRACTOR**

1. No relationship of employer and employee is created by this contract. Provider will act hereunder as an independent contractor with no claim under this contract or otherwise against DODD or the State of Ohio for business expenses, travel expenses, vacation pay, sick pay, retirement benefits, workers compensation, or disability or unemployment insurance benefits or employee benefits of any kind. Neither provider nor any of its employees is eligible to participate in any employee benefit or retirement plans offered by DODD or the State of Ohio. DODD shall withhold no payroll or employment taxes of any kind.
2. Provider is solely responsible for all of provider's business expenses, including the payment or withholding of all federal, state, and local income taxes, worker's compensation insurance, social security and unemployment insurance, and the payment of wages and salaries, travel expenses, insurance of every kind, and

health and retirement plans. Provider shall indemnify and hold DODD harmless from and against any and all claims, demands, liabilities, losses, damages, and expenses resulting in any manner from any act or omission of provider or its employees related to its obligation to pay and withhold income tax, social security, unemployment insurance, and to maintain worker's compensation insurance.

3. Provider understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the state to any public employee retirement system. Provider acknowledges and agrees that any person providing services under this contract is not a public employee for purposes of O.R.C. Chapter 145. If provider is an individual performing service under this contract, provider shall complete and submit to DODD the Independent Contractor/Worker Acknowledgement form, attached and found at: <https://www.opers.org/forms-archive/PEDACKN.pdf>.

#### **SECTION K. CONFLICTS OF INTEREST, ETHICS, AND LEGAL COMPLIANCE**

1. No personnel of provider who exercise any functions or responsibilities in connection with the review or approval of this contract or carrying out of any of the services shall, prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the services. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to DODD in writing. Thereafter, he or she shall not participate in any action affecting the services unless DODD shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
2. Provider represents and warrants that it is in full compliance with Divisions (I) and (J) of Ohio Revised Code 3517.13.
3. Provider represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code 9.24. If this warranty is found to be false, this contract is void *ab initio* and provider shall immediately repay to DODD any funds paid under this contract.
4. Provider represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code 153.02 or Ohio Revised Code 125.25, or by any federal department or agency. If this representation and warranty is found

to be false, this contract is void *ab initio* and provider shall immediately repay to DODD any funds paid under this contract.

5. Provider represents and warrants that neither it nor any of its employees or agents are excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(D), for the provision of items or services for which payment may be made under a federal health care program; provider has not arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that provider knows is excluded from participation in any federal health care program, and no final adverse action, as defined under 42 U.S.C. 1320a-7e(g) has occurred or is pending against provider or to its knowledge against any employee contractor or agent engaged to provide items or services under this contract (collectively, "Exclusions/Adverse Actions"). Provider shall notify DODD of any Exclusions/Adverse Actions within five business days of its learning of such Exclusions/Adverse Actions.
6. Provider shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
7. Provider affirms that it has the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this contract, provider, for any reason, becomes disqualified from providing services in the State of Ohio, provider will immediately notify DODD in writing and will immediately cease performance of work.
8. Provider represents and warrants that neither it nor any of its employees or agents has been convicted of any offense set forth in Ohio Revised Code 5123.081.
9. Provider affirms that neither it nor any of its employees or agents is presently holding a civil service position with the State of Ohio.

#### **SECTION L. NONDISCRIMINATION**

1. Pursuant to Ohio Revised Code 125.111, provider agrees that provider, any subcontractor, and any person acting on behalf of provider or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, veteran status, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this contract.



2. Provider further agrees that provider, any subcontractor, and any person acting on behalf of provider or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, age, national origin, veteran status, or disability.
3. Pursuant to Ohio Revised Code 125.111, provider shall maintain a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.
4. Provider shall not discriminate in the provision of services on account of race, color, religion, sex, age, natural origin, veteran status, or disability.

#### **SECTION M. LIABILITY**

1. Provider agrees to indemnify and to hold DODD and the State of Ohio harmless and immune from any and all claims, costs, and liabilities for injury or damages arising from this contract which are attributable to provider's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by provider, or joint ventures while acting under this contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
2. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
3. Provider shall purchase and maintain comprehensive general and professional liability insurance each in the minimum amount of \$1,000,000.00 per occurrence. Upon request, provider shall furnish DODD with a certificate of coverage.

#### **SECTION N. COMPLIANCE WITH LAWS**

1. Provider, in the execution of duties and obligations under this contract, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
2. Provider affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this contract and shall

perform no services required under this contract outside of the United States. The Executive Order can be found at:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.

3. Provider must complete the attached Standard Affirmation & Disclosure Form (EO 2019-12D)\_ to abide with Executive Order 2019-12D affirming no services of provider or its subcontractors under this contract will be performed outside the United States.
  - a. Provider also affirms, understands, and agrees to immediately notify DODD of any change or shift in the location(s) of services performed by provider or its subcontractors under this contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
  - b. DODD is not obligated and shall not pay for any services provided under this contract that provider or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of this contract, and provider shall immediately return to DODD all funds paid for those services. In addition, if provider or any of its subcontractors perform any such services outside of the United States, DODD may, at any time after the breach, terminate this contract for such breach, upon written notice to provider.
  - c. If provider or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by provider or its subcontractors under this contract to a location(s) outside of the United States, but no services are actually performed, provider has thirty days to change or shift the location(s) of services performed to location(s) within the United States. DODD may recover liquidated damages in the amount of 5% of the value of the contract for every day past the time permitted to change or shift the location(s).

#### **SECTION O. ENTIRE CONTRACT/WAIVER**

1. This contract contains the entire contract between the parties and shall not be modified, amended, or supplemented, or any rights waived, unless specifically agreed upon in writing by the parties.

2. This contract supersedes any and all previous contracts, whether written or oral, between the parties.
3. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

#### **SECTION P. NOTICES**

All notices and communications hereunder shall be given in writing, shall be deemed to be given upon sending by either:

Email:

polr@dodd.ohio.gov

Fax:

614-728-7072, Attn: Traci Keesee, EI Resource Coordinator

Mail:

Ohio Department of Developmental Disabilities

Attn: Traci Keesee, EI Resource Coordinator

30 East Broad Street, 12th Floor

Columbus, Ohio 43215

Provider Information:

Please refer to page 1, Section A of this contract.

#### **SECTION Q. SEVERABILITY**

The provisions of this contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

#### **SECTION R. CONTROLLING LAW**

This contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have

jurisdiction over any action or proceeding concerning this contract and/or performance thereunder.

**SECTION 5. SUCCESSORS AND ASSIGNS**

Neither this contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by provider, without the prior written consent of DODD.

The parties by signing below indicate their agreement to this contract.

\_\_\_\_\_  
Officer or Authorized Representative and Title

**Provider**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer or Authorized Representative and Title

**Ohio Department of Developmental Disabilities**

\_\_\_\_\_  
Date

**Additional Contract Locations or  
Counties Served**

1. **Location/County:** \_\_\_\_\_  
\_\_\_\_\_

**Services Provided:** \_\_\_\_\_  
\_\_\_\_\_

2. **Location/County:** \_\_\_\_\_  
\_\_\_\_\_

**Services Provided:** \_\_\_\_\_  
\_\_\_\_\_

3. **Location/County:** \_\_\_\_\_  
\_\_\_\_\_

**Services Provided:** \_\_\_\_\_  
\_\_\_\_\_

4. **Location/County:** \_\_\_\_\_  
\_\_\_\_\_

**Services Provided:** \_\_\_\_\_  
\_\_\_\_\_