

Private Sector Rehabilitation Services
PO Box 44326
Olympia WA 98504-4326
Phone: 360-902-6756

Instructions: Fax completed and signed agreement and required documents to **360-902-6706** or mail to the address shown on the form.

I, _____ agree to abide by the terms of this
Firm owner or manager name

agreement, and by all applicable federal and Washington State statutes, rules, and policies. I understand and agree to the following:

1. **Service.** I understand that I am responsible for the quality of service provided by the vocational rehabilitation counselors (VRCs) and interns at my firm. I further agree that I will ensure that such services comply with Washington law and Department of Labor and Industries (L&I) rules and policies, including but not limited to: [Title 51 RCW \(Industrial Insurance Act\)](#), [WAC 296-19A](#), and L&I's policies, including its fee schedules and billing and payment policies. I further agree that I will ensure the provision of quality service that is respectful, equitable and responsive to diverse cultural health beliefs, practices, preferred languages, and communication needs in accordance with the National Standards for Culturally and Linguistically Appropriate Services ([CLAS](#)) in Health and Health Care. Providers are required to ensure spoken and sign language access according to [Title VI of the Civil Rights Acts of 1964](#) and the [Americans with Disabilities Act \(ADA\)](#). Interpreting for an injured worker or a crime victim is covered by L&I and does not require prior authorization.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives federal funds or other federal financial assistance. This includes discrimination based on limited English proficiency (LEP) persons. As a result, recipients and sub-recipients of federal financial assistance are responsible for taking reasonable steps to ensure meaningful access by LEP persons to the recipients' and sub-recipients' programs or activities, including the use of an interpreter. Failure to do so constitutes illegal discrimination and is a violation of an individual's civil rights. Since L&I is the recipient of federal funding, vocational providers and others whom L&I pays are sub-recipients.

2. **Billing.** I will bill according to L&I's billing rules and policies and understand that payments will be made according to L&I's [Medical Aid Rules and Fees Schedules \(MARFS\)](#) which were in effect at the time the service was rendered.
3. **Payment.** I agree to accept payment from L&I, Crime Victims Compensation Program, or the self-insured employer as sole and complete payment for covered services in accordance with [WAC 296-20-010](#). I specifically agree not to bill the worker for services covered by the industrial insurance program or the difference between the billed and paid charges.
4. **Overpayment.** If my firm receives payment from L&I or from a self-insured employer in error or in excess of the amount properly due, I will promptly notify L&I and return such excess amounts to L&I or the self-insured employer.
5. **Underpayment.** If I believe additional funds are due, my firm will submit a [Provider's Request for Adjustment \(F245-183-000\)](#) form within the timelines specified in the rule or on the remittance advice.
6. **Records and audits.** I agree to complete and maintain all records to fully justify and disclose the extent of the services or items furnished and bills submitted. I will maintain these records for a minimum of five years. I understand and agree that L&I may audit, review, or investigate services provided under this agreement. I understand that should I fail to retain and maintain records, or to provide access to L&I, that L&I may recover payments not adequately documented or take other action.

7. **Business requirements.** I meet and will continue to comply with all business requirements for vocational firms outlined in [WAC 296-19A-210](#)(8)(a-e), including maintaining:
- A unique federal tax identification number (federal Employer Identification Number or Social Security Number) and, if hiring employees or opting for coverage as a self-employed sole proprietor, a Unified Business Identifier and industrial insurance account in good standing.
 - General liability insurance, automobile liability insurance, errors and omissions insurance, malpractice insurance, and industrial insurance if required by [Title 51 RCW](#).
 - Services and facilities that provide injured workers a private and professionally suitable location in which to discuss vocational rehabilitation services issues.
 - Telephone-answering capability during regular business hours, Monday through Friday.
 - Access to equipment that can utilize L&I's remote access system for transmitting vocational referrals.

Note: To be eligible to receive referrals from L&I, firms must satisfy the requirements in a, c, and d outlined above, in every service location in which they wish to operate.

8. **Notify L&I of changes.** I agree to notify L&I in writing within 14 days of any change. This includes but is not limited to: a change in contact information, my staff's or my own provider status, (for example, certification, disciplinary action, limitation to privileges); federal tax information changes; ownership or incorporation; and location, payment, or correspondence addresses. I can find L&I's qualification standards in [WAC 296-19A-210](#).
9. **Background checks.** I understand that vocational providers are subject to periodic criminal background checks at least once every two years, in addition to satisfying a background check before receiving a provider number, pursuant to [WAC 296-19A-268](#).
10. **Quality Assurance Plan.** I agree to submit, implement, and periodically report on my firm's L&I-approved Quality Assurance Plan at intervals determined by L&I, pursuant to [WAC 296-19A-210](#)(9)(c-e).

Required Attachments

Proof of insurance covering all individuals associated with the firm as required by [WAC 296-19A-210](#)(8)(b)

- General liability
- Automobile liability – Redact personal information except name and coverage dates
- Errors and omissions – Usually part of “professional liability insurance”
- Malpractice – Usually part of “professional liability insurance”
- Industrial insurance if required by [Title 51 RCW](#)

Copy of Credential(s)

- Firm owner/manager's credentials
- Credentials of all vocational providers associated with the firm

Statement of Agreement

I agree to abide by the terms of this agreement and by all applicable federal and Washington State statutes, rules, and policies. I have enclosed all required documentation supporting my compliance with the requirements in [WAC 296-19A-210](#).

Once I sign, this agreement will become effective **only** upon L&I's approval. Upon L&I's approval, this agreement will supersede any previously signed vocational provider agreement I may have had with L&I.

Tax payer identification number (EIN or SSN – enter only one)	Firm provider number
Legal business name(firm name when billing L&I)	Firm owner/manager's provider number
Doing business as (DBA) name (if applicable)	
Firm owner/manager's name (must be a VRC)	Firm's phone number
Firm manager's phone number (if different than firm's phone number)	
Alternate contact for application questions name	Alternate contact phone number

My signature below indicates that I certify that my information provided is correct and that I have fully read this document and voluntarily agree to the terms.

Print or type name

Firm owner/manager's signature

Date