

I, _____ agree to abide by the terms of this
School/Training Provider

Agreement, which pursuant to [RCW 51.36.010](#) has the force of a contract, and by all applicable federal and Washington State statutes, rules, and policies. I understand and agree to the following:

- 1. Service.** I understand I am responsible for the quality of service provided. I further agree I will ensure such services comply with federal and state 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](#), [WAC 296-20](#), 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](#) 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](#). Interpreting for an injured worker 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, others whom L&I pays are sub-recipients.

- 2. Communication and cooperation.** I agree to communicate timely in a manner that promotes effective claims management with the Department, employers and others who are involved in administering injured workers' claims. I will timely respond to questions, requests for information or records review information provided by the Department, and complete and timely file required reports and other forms as requested.
- 3. 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. If my usual and customary fee for any particular service is lower to the general public, I will bill the Department or Self-Insured Employer at the lower rate. Periodic updates and corrections may be posted, and I understand I must adhere to these changes as they arise. I understand billing monthly is recommended, and bills submitted more than one year from the first day of service are not payable.
- 4. Payment.** I agree to accept payment from L&I, or the self-insured employer as sole and complete payment for covered services in accordance with [RCW 51.04.030](#) and [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.
- 5. Overpayment.** If my business 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 according to the instructions found in MARFS and the department's website.

6. **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 (billing statement). I understand L&I fees are maximum fees, and any usual and customary charges above this aren't covered by the industrial insurance program.
7. **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.
8. **Maintain standards and notify L&I of changes.** I will meet and maintain all required licenses, credentials, accreditations, permits, certifications, and/or governmental or board authorizations, insurance and will notify the Department in writing within 14 days of any change. This includes but is not limited to: a change in location, contact information, my provider status (e.g. Licensing, certification, credential, registration, disciplinary actions, and sanctions); federal tax information changes; ownership or incorporation; and location, payment, or correspondence addresses.
9. **Background checks.** I understand the Department does continuous monitoring on all providers.
10. **Renewal.** I understand that this agreement will automatically renew unless the Department provides me with written notice of material changes to this agreement, provides written notice of non-renewal or termination, or unless I no longer meet minimum standards. Unlicensed and non-accredited training providers must reapply every two years.
11. **Termination.** I understand and agree that the Department reserves the right to deny, revoke, suspend, or place conditions on my authorization to offer services to a worker in accordance with Washington State Law. I understand that I may terminate this agreement at any time without cause upon 90 days written notice to the Department.
12. **Services after termination.** Upon termination of this agreement through a final Department order, final order of the Board of Industrial Insurance Appeals, final court order, or a settlement or withdrawal agreement, I agree that I will not provide any services to injured workers. I acknowledge and agree that the Department will not pay for services I provide to injured workers after the effective date of termination.
13. **Protest and appeals.** If I disagree with or believe a decision, determination, or order of the Department is incorrect, I may [protest or appeal](#) in writing pursuant to [Chapter 51.52](#). I understand and acknowledge that should I fail to timely protest or appeal a decision, determination or order, that such failure will result in the action, determination or directive contained in the order becoming final and binding.

Once I sign, the agreement will become effective ONLY upon the Department's approval of my provider application. Upon Department approval, this agreement will supersede any previously signed provider agreement I may have had with the Department.

My signature below indicates that I have fully read this document and voluntarily agree to the terms.

Print or type name

Provider signature

Date