

## **Provider Agreement Form Instructions**

### **Provider Agreement for Services of an Independent Contractor**

The Provider Agreement is an approved contract form utilized to procure services for clients/participants within the Vocational Rehabilitation (VR) Program. The purpose of the Provider Agreement is to provide clients with as many vendor choices as possible while complying with the State of Nevada's purchasing and contract regulations. The Provider Agreement template is a Word document and is required to be signed, approved, and on file with the Rehabilitation Division (Division) before authorization for services can be made. Effective July 01, 2013, services cannot and will not be authorized without an approved Provider Agreement on file, existing services prior to the effective date will be authorized for payment, but no new services can be referred.

### **Completing the Provider Agreement**

The provider information on the form at the top of page one (1) should be filled out completely and should identify: the provider name, business name, address, telephone and fax numbers, e-mail address, NV Business License Number (Section 1) and Vendor Number (Section 2). If you are a current vendor and do not know your Vendor Number, leave the section blank, the vendor number can be located by VR staff.

Provider Representative Information at the top of page eight (8) should be filled out completely and should include the Business Name, Provider Representative and Printed Title.

Signature of Provider/Authorized Official Completing this Form: The provider or authorized representative/agent must sign the Provider Agreement. The provider or authorized representative/agent must type or print their name and date legibly on the Provider Agreement, certifying the provider has read and understands the terms of this agreement, and information provided on the agreement by the provider is true, accurate and complete. A stamped signature will not be accepted.

The Provider Agreement will become effective on the date of Final Approval from the Administrator. The termination date is two years from the date of Final Approval.

The language within the Provider Agreement Form cannot be modified by the contracting agency without prior approval from the Administrator and the Attorney General's Office.

**NOTE: It is the provider's responsibility to read and understand the terms of the agreement. Submission of this agreement does not guarantee its approval. The fully executed agreement (signed by all parties) represents approval. Advance purchase of insurance and/or licensure is done so at the provider's own risk. It is the provider's responsibility to notify the Agency Contact listed on this form if at any time a change occurs to the information that has been submitted.**

### **Section 1 – Nevada Business License**

To request a copy of you State of Nevada Business License or to apply for a new State of Nevada Business License, visit the Secretary of State website at <http://nvsos.gov/index.aspx?page=419> or contact them by phone (775) 684-5708, fax (775) 684-5725, e-mail [sosmail@sos.nv.gov](mailto:sosmail@sos.nv.gov) or in writing at;

Secretary of State, Nevada State Capitol Building  
101 North Carson Street, Suite 2  
Carson City, NV 89701

## Section 2 – Vendor Number (New Vendors Only)

In order to receive payment all providers must be registered with the State Controller's Office. The registration form can be found in the Provider Agreement Packet, on the web at [http://controller.nv.gov/VendorServices/Vendor\\_Services.html](http://controller.nv.gov/VendorServices/Vendor_Services.html) or the form can be requested by phone (702) 486-3810 or e-mail at [vendordesk@controller.state.nv.us](mailto:vendordesk@controller.state.nv.us)

If you are currently registered with the State Controller's Office you do not need to submit another request, your vendor number will not change with the implementation of the Provider Agreement. The Controller's Office must be notified of any changes to your information, such as mailing address, by submitting the Information Update &/or Additional Remittance form, available on the web at [http://controller.nv.gov/VendorServices/Vendor\\_Services.html](http://controller.nv.gov/VendorServices/Vendor_Services.html)

## Provider Agreement Incorporated Documents

### Scope of Work (Attachment AA)

Select the appropriate Scope of Work(s) identifying what services the Provider will be providing as Attachment AA. If services provided are within more than one scope of work, please attach all applicable scopes of work with ONE Provider Agreement.

- Communication Services
- General Services
- Pre-Employment Services
- Employment Support Services
- Medical
- Psychological Services
- Services to Family Members
- Service/Transition Coordinator Services
- \*Training

\*Training provided on-site of State property, such as at a VR lab, must have an approved Provider Agreement. Training provided off-site of State property, such as in home training, does not require a Provider Agreement. If you are providing on-site training please contact the Rehabilitation Division's Operation Unit for a Scope of Work.

### Insurance Schedule (Attachment BB)

The appropriate Insurance Schedule(s) are included with the Scope of Work, Attachment(s) AA. If multiple Scopes of Work are included, the Insurance Schedule may default to that which contains the most appropriate limits of liability as determined by the Risk Management Division. The provider or authorized representative/agent must sign and date the Insurance Schedule and type or print their title legibly. The signed Insurance Schedule(s) and copies of the Certificate of Insurance (ACORD forms), when applicable (listed in Section A. of the Insurance Schedule), will be included as Attachment BB. All liabilities listed in the Insurance Schedules must be obtained prior to the commencement of work, unless otherwise stated.

Sole proprietors and single member LLC's and incorporations *without* employees, volunteers, or subcontractors are not required to obtain fidelity bond or crime insurance, and may waive Worker's Compensation by executing the Affidavit of Rejection of Coverage form.

Additional Insurance Requirements – The State of Nevada shall be named as an additional insured on all insurance policies except Worker's Compensation, on insurance policies where the State of Nevada is

named as the additional insured, the State of Nevada, Rehabilitation Division, 751 Basque Way, Carson City, NV 89706, shall be an additional insured to the full limits of liability purchased by the Vendor even if those limits of liability are in excess of those required.

The Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Certificate Holder - The State of Nevada, Rehabilitation Division, 751 Basque Way, Carson City, NV 89706, shall be listed as the certificate holder.

### **Fee Schedule (Attachment CC)**

The Division's fee schedule for medical, counseling, and other associated services, is based on the current NV Medicaid Fee Schedules posted on the Department of Health Care Finance and Policy website <https://dhcfnv.gov/RatesUnit.htm?Act>. Services are NOT billed to Medicaid.

Services that are not included in the Medicaid Fee Schedule will be negotiated with the vendor to provide the best value for the state's resources.

All other fee schedules will be submitted on the Attachment CC Fee Schedule form and included with the Provider Agreement as Attachment CC. All services must be pre-authorized by the Division according to an established fee schedule or best negotiated price.

### **Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement (Attachment DD)**

If the Provider performs functions and/or activities that involve the use and disclosure of Protected Health Information in the provision of, or in claims for reimbursement for, Services as authorized by the Program the Provider will be considered a HIPAA Business Associate of the Division unless Provider falls within an exception recognized by the federal Office of Civil Rights (HIPAA Privacy). It will be the responsibility of the Provider to fully document in writing to the Division the facts supporting any request to be recognized by the Division as being exempt from the execution of the Department's additional HIPAA Business Associate Agreement.

HIPAA Business Associate Agreement, if applicable, will be included as Attachment DD.

### **Completed Provider Agreement and Incorporated Documents**

Once you have completed the Provider Agreement, ensure all of the Incorporated Documents are signed and attached to the Agreement, resulting in a complete Provider Agreement Packet.

The Packet can be submitted by e-mail [VR-Provider-Agreement@nvdetr.org](mailto:VR-Provider-Agreement@nvdetr.org), dropped off at any one of the Rehabilitation Division Office Locations or by mail to;

Rehabilitation Division, Provider Agreement  
751 Basque Way  
Carson City, NV 89706

Please allow 5 business days from the date of receipt for processing. A fully executed agreement will be forward to the Provider utilizing the same means as receipt.

**NOTE: For questions or technical assistance in completion of the Provider Agreement or Incorporated Documents, please contact the Rehabilitation Division, Provider Agreement Representative at (775) 687-6860 or e-mail [VR-Provider-Agreement@nvdetr.org](mailto:VR-Provider-Agreement@nvdetr.org)**