

EASTER SEALS FLORIDA, INC.
TREASURE COAST EARLY STEPS SYSTEM OF CARE
Palm Beach, Martin, St. Lucie, Indian River and Okeechobee Counties

This 2017-20 **Provider** Agreement, for the implementation of and participation in the local Early Steps System of Care provided under the Individuals with Disabilities Education Act (IDEA), Part C, is entered into by and between Easter Seals Florida, Inc. ("Treasure Coast Early Steps System of Care" or "TCES") and _____ ("Provider").
The Effective Date is _____.

INTRODUCTION:

The intent of this document is to establish and maintain a mutual understanding and agreement among all parties providing early intervention services to families and children ages birth to thirty-six months who are eligible for IDEA Part C Early Steps services in Palm Beach, Martin, St. Lucie, Indian River, and Okeechobee Counties (the "Local Community"). The Early Steps System of Care supports and enhances the capacity of families and caregivers by utilizing developmental learning opportunities within the child and family's daily routines, activities, and everyday places.

Participants agree to:

- Support and participate in the TCES Primary Service Provider (PSP) Team natural environments model of services as defined in the Local Community.
- Provide services as authorized on the Individual Family Support Plan (IFSP) within the child's and family natural environment and within their everyday routines, activities, and places, as stated in the IFSP.
- Ensure the Procedural Safeguards of children and their families under IDEA Part C.
- Participate when requested by the Primary Service Provider, Service Coordinator (SC) or the family in IFSP meetings, updates, and reviews.
- Recognize the use of Early Steps Part C funding as the payor of last resort. All other available funding sources must be exhausted prior to accessing Early Steps Part C funding.

TREASURE COAST EARLY STEPS PROVIDER REQUIREMENTS:

1. All individuals providing services must submit documentation to TCES for satisfactory enrollment within one of the provider classes specified in the current Early Steps Program Handbook and Operations Guide (PHOG) at http://www.floridahealth.gov/AlternateSites/CMS-Kids/home/resources/es_policy/es_Policy.html, prior to providing service to eligible children enrolled in TCES.
2. All licensed health care professionals and Infant Toddler Developmental Specialists (ITDSs) must provide documentation of satisfactory enrollment in the Florida Medicaid program for their discipline and adhere to the requirements in the appropriate Medicaid Handbook as specified in the PHOG at http://www.floridahealth.gov/AlternateSites/CMS-Kids/home/resources/es_policy/es_Policy.html
3. All therapists must be dually enrolled as early interventionists. When EIIF (early intervention) is recommended by the IFSP team and is authorized on the IFSP, the therapist agrees to bill as an early interventionist using their 81 Medicaid number. When Therapy is recommended by the IFSP team and is authorized on the IFSP, the therapist agrees to bill for therapy services using their 83 Medicaid number. **This section is subject to the Medicaid guidelines in effect on the date of service.**
4. All individuals providing early intervention services under this agreement must satisfactorily enroll in the TCES Community Provider Network prior to providing services to eligible

children enrolled in TCES. Note: Enrollment is limited to those individuals meeting the above enrollment criteria and working exclusively in the child's natural environment as a member of a TCES PSP Team.

5. **FAILURE TO NOTIFY TCES OF THE USE OF A NEW PROVIDER OR ANY OTHER CHANGE IN THE TERMS OF THIS AGREEMENT IS CONSIDERED FRAUDULENT AND IS GROUNDS FOR TERMINATION.**
6. Recognize the IFSP as the authorizing document for services, including:
 - **Frequency** (how often you see the child each week, for example one time per week)
 - **Intensity** (how long you see the child during each visit), and
 - **Duration of services** (authorization period, for example a maximum of 6 months)
 - **Payor** (utilize Early Steps Part C funding as payor of last resort).
 - **Location of services:** Service provision will be provided in the child's natural environment as defined on the IFSP and any changes will be done in collaboration with the family and TCES IFSP Team.
7. Agree that all initial screening and evaluation services will be conducted through TCES staff or their designees.
8. Refer all potentially eligible children age birth to three to TCES utilizing the Referral Form within two (2) working days of receipt of initial referral of the child to the Provider. (IDEA Part C 34 CFR 303.321 Comprehensive Child Find System Requirements).
9. Upon receipt of a referral from TCES, the Provider agrees to immediately confirm acceptance or denial of the child/family's third party insurance, Medicaid or Medicaid HMO for Early Steps services with the family and the Service Coordinator (SC). ***Failure to follow third party insurance protocols and participation standards will result in denial of Part C reimbursement.***
10. Agree that service delivery will begin within thirty (30) days once Early Steps eligibility is determined, and an IFSP is written.
11. Agree that if service delivery cannot be implemented within thirty (30) days, the Provider will immediately notify the family and the SC so alternate service providers can be identified.
12. Agree to consult with the family and the SC prior to any change in services, including increase, decrease, termination or a break lasting more than one week. Changes in service location, frequency, intensity, or duration must be approved in advance by the IFSP team, including the family and SC at a minimum.
13. Agree to immediately notify the family and the SC of any change in third party insurance, Medicaid or other funding source coverage.
14. Agree to enroll in and comply with all provider enrollment and billing requirements of TCES and/or Early Steps. This includes agreeing to bill, when applicable, third party insurance, Medicaid, and community funding sources prior to utilizing Early Steps funds as the "payor of last resort" as identified on the IFSP.
15. Agree to verify, on a monthly basis, the Medicaid eligibility status of each child who is known to be eligible for Medicaid and is receiving services from that Provider. In the event of a change in the Medicaid status, the Provider will notify the SC by the third business day of the month in which the status change occurs.
16. Agree to accept the TCES established rate of reimbursement as payment-in-full for Early Steps services if the payment from third party insurance, Medicaid or community agencies is at or above the TCES rate of reimbursement.
17. Agree to accept payment for children in Palm Beach and St. Lucie Counties for services authorized with COMA (Community Agency) as the payer from TCES as authorized on the IFSP upon receipt of program funds from the Early Steps State Office (ESSO).

18. Agree that families will have no “out of pocket” expenses associated with their child’s Early Steps services.
19. Agree to accept Medicaid and other third party insurances and to submit, on an annual basis, a listing of commercial insurance carriers with whom the Provider is enrolled. Provider agrees to immediately notify TCES of updates and/or changes to this list.
20. Agree to follow industry standard business practices regarding in- and out-of-network insurance verification, pre-authorization, provider enrollment, and timely billing for each child’s individual third party insurance, Medicaid, Medicaid HMO or other funding sources to maximize its use.
21. Billing packets must be received at the TCES billing office at 520 N. Semoran Blvd, Suite 280, Orlando, FL 32807 by the seventh (7th) day of each month, for services delivered in the prior month. The billing packet will contain: a signed summary invoice for services billed to Early Steps, completed Interventions/Appointments/Referrals (IAR) forms, natural environment travel logs, and insurance EOB’s. All billing forms can be accessed at <http://www.easterseals.com/florida/our-programs/childrens-services/treasure-coast-early-steps/treasure-coast-provider.html>.
22. Agree to bill the payer listed on the IFSP within sixty (60) days from the date of service and in accordance with TCES requirements. Failure to do so will result in denial of reimbursement from Early Steps Part C funds.
 - a. If insurance or Medicaid has been listed as the payer and Early Steps funds are being requested, a copy of the written denial or EOB must be attached to the claim and submitted to the TCES billing office within sixty (60) days of receipt of Insurance written denial or EOB. Failure to do so will result in denial from Early Steps Part C funds.
23. **Agree that in the event final billing documentation is received by the TCES billing office after the seventh (7th) day of the month following the expiration or termination of this Agreement, payment to provider may be delayed or denied completely due to the unavailability of funds.**
24. Agree to maintain accurate and complete records for each service performed under this Agreement, and comply with all applicable federal, state, and local laws and regulations regarding the confidentiality and maintenance of records.
25. Agree to submit to the SC the following reports: a) initial and ongoing plans of care, b) progress reports for use at the six (6) month IFSP review and annual IFSP update, and c) home visit notes. The initial and ongoing plans of care must be submitted as they are developed. The home visit notes must be submitted monthly.
26. Agree to retain all records for a period of up to six (6) years after a child’s discharge.
27. Agree to fully comply with periodic site monitoring and further agree to deliver within five (5) working days original records or a copy of the record as requested, at no cost to TCES.
28. Agree to provide within ten (10) working days of a family’s request a copy of the child’s treatment record. This will be provided at no cost to the family.
29. At its sole cost and expense, shall maintain policies of professional liability insurance, Florida automobile liability insurance and workers’ compensation insurance to insure the Provider against any claim or claims for damages arising in connection with the performance of Provider’s responsibilities under this agreement. Such policies shall provide coverage in the aggregate as indicated below. Provider shall notify TCES in writing within twenty-four (24) hours of receiving any notice of cancellation of the insurance, or within one week of any other change (other than cancellation) in liability coverage and costs thereof.

- A. **Professional liability insurance:** Provide a minimum of one million dollars per occurrence and three million dollars aggregate coverage AND name Easter Seals Florida, Inc. as a “Named Additional Insured” on policy.
- B. **Florida Automobile liability insurance:** Provide proof of current Florida coverage for this policy. This applies to providers who anticipate submitting requests for travel reimbursement.
- C. **Workers’ compensation insurance:** Provide proof of Workers’ Compensation coverage or, if exempt, provide signed workers compensation attestation of exemption.

The Provider will submit all required Certificates of Insurance to the Treasure Coast Early Steps program at the time of initial enrollment and each year thereafter when insurance is renewed.

- 30. **Provider shall notify TCES within twenty-four (24) hours of becoming aware that the Provider, or any of its employees, agents, representatives, contractors or subcontractors providing services under this Agreement:**
 - a) **Is no longer providing services under this Agreement;**
 - b) **Has a license which is under investigation or has been revoked, suspended or restricted**
 - c) **Has been pended or dis-enrolled from the Florida Medicaid Program, or is under investigation by the Agency for Health Care Administration or one or more of the following: Departments of Health, Children and Families or Protective Services;**
 - d) **Receives a notice of intent to be sued, served with process, or receives any notifications that it or any of its employees, agents, representatives, contractors, or subcontractors providing services under this Agreement is the subject of an action for professional malpractice.**
- 31. The Provider Agency shall maintain all necessary and applicable individual licenses and certifications and shall forward a copy of each renewal to TCES upon receipt.
- 32. Agree to abide by the established Policies and Procedures as outlined in the PHOG at http://www.floridahealth.gov/AlternateSites/CMS-Kids/home/resources/es_policy/es_Policy.html.
- 33. Agree to follow the Dispute Resolution Process as outlined in the PHOG at http://www.floridahealth.gov/AlternateSites/CMS-Kids/home/resources/es_policy/es_Policy.html.
- 34. Agree to abide by the confidentiality and security requirements of IDEA Part C and the Health Insurance Portability and Accountability Act (HIPAA), found in PHOG at http://www.floridahealth.gov/AlternateSites/CMS-Kids/home/resources/es_policy/es_Policy.html.
- 35. Comply with the requirements of the **Governor’s Executive Order 11-02**, which mandates the use of the **E-Verify System** to verify the employment eligibility of all persons employed by a group during the term of this agreement. Sole practitioners will be required to submit documentation (I9 form) for the E-Verify System so that TCES can confirm their eligibility to work in the USA.
- 36. Use the links provided below to access the E-Verify System and comply with the terms of the Executive Order 11-02. You will be required to register in the system and sign an electronic Memorandum of Agreement pertaining to system use. Download and save a copy of the MOA and submit with this agreement as documentation of your compliance.
E-Verify System:
<https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>
Executive Order 11-02:
http://www.flgov.com/wp-content/uploads/2011/01/scott.eo_two.pdf

37. Agree to accept reimbursement from TCES and/or Early Steps for early intervention services as authorized on each child's IFSP and provided within **natural environments at the Medicaid/Early Steps rates in effect on the date of service.** Refer to Exhibit A, Services Taxonomy.
 - **These rates are subject to change based upon available funding.**
 - **Maintain record of travel on Natural Environment Travel Log with parent/caregiver signature**
38. Provider agrees to use best efforts to enroll in all managed care plans authorized by AHCA to serve Medicaid recipients in region 9 under the Statewide Medicaid Managed Care (SMMC) Managed Medical Assistance Program (MMA). Region 9 consists of the following counties: Palm Beach, Martin, St. Lucie, Okeechobee, and Indian River.
39. If Provider is non-par with child's insurance and/or Medicaid HMO, Provider will follow the insurer's out-of-network process to secure service authorization. Provider will track progress of authorization and provide TCES with documentation of said activity no less than once every 30 days.
40. The Provider and any subcontractors agree to comply with the Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary administrative compliance order on the responsible entity.
41. In accordance with 2 CFR Part 200 Subpart F, Uniform Administrative Requirements, the provider has been determine to be a Recipient/Sub recipient.
 - a. Federal Resources Awarded to the sub recipient pursuant to this agreement consist of the following: Special Education Grants Infants & Families with Disability; CFDA # 84.181; Idea Part C
 - b. Compliance requirements applicable to the federal resources awarded pursuant to this agreement are as follows: U.S. Department of Education – Individual with Disabilities Education Act, Part C
 - c. In the event the Provider expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Provider must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Provider must consider all sources of Federal awards.
 - d. In connection with the audit requirements, the Provider shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.

TREASURE COAST EARLY STEPS AGREES TO:

1. Reimburse enrolled Provider(s) according to the Medicaid/Early Steps rates, within seven (7) business days upon receipt of funds from the Department of Health Children's Medical Services Early Steps Program. Reimbursement will be dependent upon receipt of program contracted funds and presentation of a signed, dated invoice reflecting actual services provided and delivered to eligible children/families as authorized on the IFSP when proper billing procedures are followed.
2. Provide the link to and comply with all appropriate policies and procedures in the PHOG at http://www.floridahealth.gov/AlternateSites/CMS-Kids/home/resources/es_policy/es_Policy.html
3. Authorize early intervention services as one hour sessions within the Primary Service Provider (PSP) Team approach on each child's IFSP.
4. Provide notification in the event of a change in reimbursement rate under this agreement.

Renegotiation or Modification: Modifications of this Agreement shall only be valid when they are in writing and signed by both parties. The parties agree to amend this Agreement to comply with state revisions to the Early Steps Program or any applicable laws or regulations.

Notices and Contact: Any notices or other communications permitted or required by this Agreement shall be in writing and shall be given by personal delivery or by certified mail, postage prepaid, to the other party at the address set forth below:

If to TCES: Easter Seals Florida, Inc
2010 Crosby Way
Winter Park, FL 32792
Attn: Susan Ventura, President/CEO

If to Provider: _____

Any notice sent in compliance with this section shall be deemed to have been given upon the earlier of receipt or three (3) days after mailing, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

Term: This Agreement will commence on the Effective Date and remain in effect through June 30, 2020.

Termination: TCES may terminate this Agreement and thus revoke a Provider's status within the early intervention system of care upon twenty-four (24) hour written notice of the occurrence of any of the following events:

- Funding for the TCES program becomes unavailable;
- Provider loses its license, is pended or dis-enrolled from the Florida Medicaid Program, or;
- TCES, in its sole discretion, determines that a Provider has failed to comply with the terms and conditions of this Agreement.

Natural Environment: All services under this Agreement will be conducted in the child's home, child care facility, or other natural environment as defined in the Individual Family Support Plan –IFSP. If, on a case-by-case basis, services are approved on the IFSP to be delivered in a non-natural environment setting, Provider must submit proof of comprehensive general liability insurance indicating Easter Seals Florida, Inc. as "named insured" prior to initiation of service delivery.

Relationship: The relationship of the parties shall be an independent contractor relationship and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under the Provider Agreement shall be considered employees of that party and shall in no way, neither directly nor indirectly be considered employees of the other party.

Your signature on this **2017-20** TCES Provider Agreement reflects the commitment of Provider and staff to natural environments service delivery and the guiding principles of IDEA Part C and is necessary for participation in the Treasure Coast Early Steps System of Care.

PROVIDER:

**EASTER SEALS FLORIDA, INC.
Treasure Coast Early Steps Program**

Provider Name (please print)*
***MUST MATCH NAME ON W9**

Easter Seals Florida, Inc. / TCES

Provider Title (please print)

Title

Provider Signature

Signature

Agency Name (if applicable)

Date

Date

Provider Street Address: _____

Provider City, State, Zip: _____

Provider Office Phone: _____ Cell Phone: _____

Provider Fax: _____

Provider E-mail: _____

Provider Billing Contact: _____

Medicaid Therapy (83) Provider #: _____

Medicaid EI (81) Provider #: _____

Check one:

_____ I certify that I am the sole proprietor of the agency working under this agreement.

_____ I certify that:

- There are multiple individuals in the agency working under this agreement (listed below).
- Each individual listed below is included under Provider's insurance policies (professional liability, automobile liability and workers' compensation).
- Provider attests that the individual(s) listed below will maintain full compliance with all terms and conditions of the Agreement.
- Provider attests that all services will be rendered in the child's natural environment.
- Provider attests that the individual(s) listed below will join a Community PSP Team as assigned by TCES (if applicable)

