

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

This **2020-23** 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.cms-kids.com/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.cms-kids.com/home/resources/es_policy/es_policy.html
3. All Providers must complete a Level II background screening and have been deemed eligible by the applicable regulatory agencies. Results must be submitted to Easter Seals Florida prior to rendering services. All costs associated with the screenings are the responsibility of the Provider.
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. Provider agrees to document attempts to contact family when trying to schedule the first visit and submit this documentation to TCES upon request.
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 that families will have no "out of pocket" expenses associated with their child's Early Steps services.
18. Agree to accept Medicaid and other third party insurances and to submit, on an annual basis, a listing of commercial insurance carriers and Medicaid HMOs with whom the

Provider is enrolled. Provider agrees to immediately notify TCES of updates and/or changes to this list.

19. 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.
20. Billing packets must be received at the TCES billing office at 2010 Crosby Way, Winter Park, FL 32792 by the seventh (7th) day of each month, for services delivered in the prior month. Providers are encouraged to submit billing electronically to box.com via the folder set up for the provider. Provider must receive an invite to the folder and cannot submit billing any other way electronically. The billing packet will contain: a signed summary invoice for services billed to Early Steps, completed Interventions/Appointments/Referrals (IAR) forms, State of Florida Voucher for Reimbursement of Travel Expenses form, 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>.
21. 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 or Medicaid HMO 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.
22. **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.**
23. 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. Regarding audits, records (including electronic storage media) and records retention, Provider agrees to establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided under this Agreement. Provider agrees to retain all client records, financial records, supporting documents, statistical records, and any other pertinent documents for a period of six years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. Upon completion or termination of this Agreement and at the request of the Department of Health or TCES, Provider will, at its expense, cooperate in the duplication and transfer of any said records or documents during the required retention period as specified above. Persons duly authorized by TCES, the Department of Health and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as records are retained.
24. 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.
25. Agree to retain all records for a period of up to six (6) years after a child's discharge.

26. 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.
27. 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.
28. 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.

29. **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.**
30. 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.
31. Agree to abide by the established Policies and Procedures as outlined in the PHOG at http://www.cms-kids.com/home/resources/es_policy/es_policy.html
32. Agree to follow the Dispute Resolution Process as outlined in the PHOG at http://www.cms-kids.com/home/resources/es_policy/es_policy.html
33. 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.cms-kids.com/home/resources/es_policy/es_policy.html
34. 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.

35. 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

36. 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 per the Medicaid Taxonomy for Early Steps services in effect on the date of service.
- These rates are subject to change based upon available funding.
 - Maintain record of travel on State of Florida Voucher for Reimbursement of Travel Expenses form.
37. Provider agrees 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.
38. If Provider is not participating 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.
39. 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.
40. Professional Development. All Providers are required to comply with Florida's Early Steps Professional Development system and its corresponding training framework: Florida Embedded Practices and Intervention with Caregivers (FL-EPIC). The goal of FL-EPIC is to improve the social-emotional outcomes of infants and toddlers receiving Part C services. The framework consists of an initial two-day provider workshop, during which providers are trained in evidence-based home visiting and caregiver coaching practices. Providers will then participate in a six-month period of individualized professional development coaching. This includes providing TCES with one video recording of an early intervention session per month (with the written permission of the families) for the purpose of quality assurance review and fidelity to the FL-EPIC model. One monthly feedback session (either in person or via video conference) with the Lead Implementation Coach (LIC) will occur to review the Provider's home visit, implementation of set practices, and set goals to enhance professional development. Additional supports include monthly group training sessions and regular communication with the LIC. After the initial six months, Providers will have quarterly follow up sessions with additional supports provided for two years (frequency based on fidelity) followed by an annual meeting. Participation standards are subject to change. As of July 1, 2020, Provider's time participating in video review, coaching sessions with the LIC, and monthly trainings will be reimbursed at a rate of \$25 per hour. Provider acknowledges that this reimbursement will not continue indefinitely. Providers will be

selected to begin their FL-EPIC training based on readiness criteria as determined by the LES and the Early Steps State Office (ESSO). Provider will be notified in advance of the start of their training period and whether or not funds are available for reimbursement as referenced above. Video equipment is supplied at no cost to the Provider and is Department of Health-approved and HIPAA compliant.

41. In accordance with 2 CFR Part 200 Subpart F, Uniform Administrative Requirements, if the provider has been determined to be a Recipient/Sub-recipient the following will apply:
 - 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.cms-kids.com/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: TCES reserves the right to amend this Agreement at any time to comply with state revisions to the Early Steps Program, directives from the Department of Health/Early Steps State Office, or any applicable laws or regulations. These amendments shall not require the Provider’s signature. All other modifications of this Agreement shall only be valid when they are in writing and signed by both parties.

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 begins on the Effective Date and remains in effect through June 30, 2023.

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.

Financial Assistance Award Information:

CFDA No. 84.181 U.S. Department of Education/Special Education – Grants for Infants and Families

CSFA No. 64.022 State General Revenue/Children’s Special Health Care – Developmental Evaluation

Type of Federal Grant/State Project: IDEA Part C

Award Year: 2018

Name of Awarding Agency: Easter Seals Florida, Inc.

My signature on this Provider Agreement attests that either I am the sole proprietor of the agency working under this Agreement or there are multiple individuals in the agency working under this Agreement listed on Attachment A. Each individual listed is included under Provider’s insurance policies (professional liability, automobile liability and workers’ compensation). Provider attests that the individual(s) listed 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 will join a Community PSP Team as assigned by TCES (if applicable)

Your signature on this 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 #: _____

