



Easter Seals of Volusia and Flagler Counties

Mission: To maximize the independence of individuals with special needs by providing exceptional service in advocacy, therapy, education, recreation and support services.

Easter Seals is looking forward to engaging you as an Independent Contractor for our Pediatric Therapy program.

Enclosed is information to help you contract with Easter Seals. The packet also includes:

- General Information about how to contract with Easter Seals including proposal requirements and next steps, and documentation requirements
- Copy of the Independent Contractor agreement with schedules A, B & C
- Credentialing Requirements and Fingerprint Screening online links
- DCF Live Scan Background Screening Submission Form
- DCF Live Scan locations Independent Contractor Background Screening
- Drug Screening Document
- How to apply for Medicaid
- Group Membership Authorization Form
- IRS W9 Form
- Adult Model Publicity Release Form
- Business Associates Agreement (as required by HIPPA & HITECH Act)

Please contact me to finalize contract rates and to address any other questions you may have. Once your rates have been finalized, we will send you a final contract. Please print two copies of the final contract, sign both and return to April Leopold (or Lynn Sinnott) along with the completed documents indicated above.

Should you have any further concerns or questions, please do not hesitate contact me.

Sincerely,

April Leopold

April Leopold
V.P. Programs
(386) 944-7801
aleopold@esvf.org

cc: Lynn Sinnott, President/CEO
386-944-7818
lsinnott@esvf.org

Attachments

1219 Dunn Avenue • Daytona Beach, FL 32114
Phone: 386.255.4568 • Toll Free: 877.255.4568 • Fax: 386.258.7677 • Video Phone: 386.310.1157
www.esvf.org • email: info@esvf.org

*If you have arranged for Easter Seals, Volusia and Flagler in your estate plans, won't you please let us know?
Together, we can create life-changing solutions for children and adults living with disabilities, and to the families who love them.*



General Information about Independent Contracting

Description of Easter Seals

Easter Seals is a 501(c) (3) not for profit organization. Easter Seals offers a broad range of services that include physical, occupational, speech and language therapies, specialized infant therapy, education, advocacy, recreation and support services for children and adults with disabilities and special needs. These programs are operated at various locations in Volusia and Flagler Counties in the State of Florida.

Center-based therapy services are provided at two separate locations in Volusia County. The eastern Volusia County location is **1219 Dunn Avenue, Daytona Beach**, Florida and the western Volusia County location is **2219 S. Woodland Blvd., Deland**, Florida.

Proposal Requirements

If an individual therapist: Please send the following information if you are interested in providing Occupational, Physical, or Speech Therapy services as an independent contractor:

1. Resume (or relevant experience and qualifications)
2. Copy of professional licenses and certification.
3. Provide your fee proposal for the requested work that will be performed. The fee for performing an evaluation and re-evaluation should be a flat dollar amount. The fee for therapy treatments should be per billable unit (a unit is defined as a 15 minute service period). Respondents may provide an hourly rate for other services with a detailed description. Respondents may discuss these proposed fees with April Leopold, 386-944-7801, or Lynn Sinnott, 944-7818 before submitting this proposal.

If a therapy organization, please provide:

1. Cover letter that identifies the person submitting the proposal along with your contact information (name, title, address, phone number and e-mail address).
2. An overview of your firm, if applicable.
3. Name of the individual(s) to be assigned to perform the services to Easter Seals, if known.
4. Provide proof of insurance and coverage amounts as required by the attached agreement.
5. Copy of professional licenses and certification held by the individuals to be assigned.
6. A list of three (3) professional references with addresses and telephone numbers of each person to be assigned to Easter Seals.
7. Detail relevant experience and qualifications of each individual to be assigned to Easter Seals (or a resume, if available).
8. If applicable, a description of the support staff available to the individual(s) to be assigned to Easter Seals.
9. Provide your fee proposal for the requested work that will be performed. The fee for performing an evaluation should be a flat dollar amount. The fee for therapy treatments should be per billable unit (a unit is defined as a 15 minute service period). Respondents may provide an hourly rate for other services with a detailed description.

Questions?

Please call/email April Leopold, V.P. Programs at 386.944.7801, aleopold@esvf.org or Lynn Sinnott at 386.944.7818, lsinnott@esvf.org with any questions or additional information, including a tour of our facility.

Next Steps

1. Please send your resume and rate proposal to:

Easter Seal Society of Volusia and Flagler Counties, Inc.
C/O April Leopold, V.P. Programs/Principal
1219 Dunn Avenue
Daytona Beach, FL 32114

OR emailed to:
aleopold@esvf.org

2. Once both parties are in agreement on the rates and any business terms, a final contract, incorporating this information will be emailed to you for execution.
3. Therapists need to complete background screen, a drug test, and other credentialing documentation (see attached)
4. An executed agreement, required documentation, a completed IRS Form W-9, necessary insurance documents and other credentialing forms must be submitted to Easter Seals (to the attention of April Leopold) before initiating service.
5. We do have individuals on our staff who are happy to help you complete the necessary credentialing, just contact April Leopold for assistance.

Required documentation for an OTR or RPT (independent contractor):

- NPI number
- Medicaid number
- DCF Level II screening (fingerprint) results
- Drug Screening results
- Early Steps credential (may be obtained after contract is signed)
- Completed W-9 form signed
- Executed contract w/Schedules A, B & C signed/initials and dated
- Proof of general liability/malpractice insurance
- Original license (we are required to make of copy of the *original* for our files)
- Business Associate Agreement

Required documentation for a COTA/PTA subcontractor with an independent contractor:

- NPI number
- DCF Level II screening (fingerprint) results
- Drug Screening results
- Proof of general liability/malpractice insurance
- Schedule A signed by independent contractor (OT or PT)
- Schedules B & C signed by subcontractor (COTA or PTA)
- Original License (we are required to make of copy of the original for our files)
- Business Associate Agreement



INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) effective as of the _____ day _____, _____ by and between **EASTER SEAL SOCIETY OF VOLUSIA AND FLAGLER COUNTIES, INC.** a Florida non-profit corporation (“Company”), and _____, individual (“Contractor”).

WHEREAS, the Company is a not-for-profit corporation the mission of which is to maximize the independence of individuals with special needs by providing exceptional service in advocacy, therapy, education, recreation and support services; and

WHEREAS, the Contractor is a professional therapist duly licensed under Florida law, engaged in the business of providing therapy services to individuals with special needs (hereinafter referred to as “Clients”); and

WHEREAS, the Contractor wishes to perform Services subject to the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Scope of Services:

- a. The Contractor has a desire to provide therapy services to Clients of the Company. Company desires to offer the Contractor (as well as other Contractors) the opportunity to provide services to one or more of its present or future Clients. Schedule B details Scope of Services and Schedule C details documentation requirements.
- b. The Company agrees to provide access to Contractor to use Company facilities to provide services to Clients during the business hours of 8:00 a.m. to 6:00 p.m., Monday through Friday. The Parties agree that nothing in this agreement creates an expectation or requirement that Contractor be compelled to be on Company’s premises at any time. The Contractor may use his or her discretion as to when to use Company’s premises to provide services to Clients in conjunction with the requirements of the third party insurance carrier and plan of care.
- c. Contractor may provide similar services for competitors of Company and for their own business. Nothing in this Agreement shall restrict Contractor from advertising his or her business services to the general public.
- d. Contractor, including any subcontractors and/or employees under the direction of the contractor, agrees that he or she will be solely responsible for the scheduling Client Services.
- e. Contractor shall be solely responsible for preparing a plan of care for each Client of Company that shall be approved by a third party medical provider. The Contractor

agrees that he or she will be solely responsible for the implementation and completion of the plan of care, including any subcontractors and/or employees under the direction of the contractor. More specifically, Contractor agrees that he or she shall use his or her own discretion, training and experience in determining how and when to service each Client, what Services to provide, and what tools and equipment should be used in providing therapy services to each Client.

- f. Contractor agrees that his or her services , including any subcontractors and/or employees under the direction of the contractor, shall, at all times, be in compliance with state, local and federal laws and regulations. In addition, Contractor agrees to always provide services to Clients in compliance with the highest expectations of professionalism, industry standards and care as well as those listed in Schedule B and C.
- g. Contractor agrees and that it is his or her , and any subcontractors and/or employees under the direction of the contractor, legal and ethical responsibility to protect and preserve confidential information, including medical information of clients (and patients) of the Company in accordance with State and federal laws. Laws controlling the privacy of, access to, and maintenance of confidential information include, but are not limited to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act). Contractor agrees that at no time shall he or she engage in an unauthorized use, disclosure, viewing of or access to confidential information in violation of state and/or federal laws including but not limited to HIPAA and the HITECH Act. Contractor agrees that a violation of this Paragraph could subject him or her to personal fines, civil liability, licensure sanctions, and/or criminal penalties.
- h. Contractor has all necessary authority to enter into this Agreement and to perform the Services. Without limiting the foregoing, Contractor represents and warrants that Contractor , and any subcontractors and/or employees under the direction of the contractor, holds valid licenses or permits, if the same are required by applicable law to perform the Services. Contractor covenants and agrees to maintain such licenses or permits at all times during the term of this Agreement. Contractor agrees to provide documentation of all pediatric oriented continuing education courses upon completion of the course.

2. Term of Agreement: The term of this Agreement is 12 months (“Term”), unless terminated by either party at an earlier date in accordance with the Termination Provision contained herein.

3. Independent Contractor Relationship:

- a. The Contractor is an Independent Contractor and is not an employee, servant, agent, partner or joint venturer of the Company, and Contractor agrees that neither it, nor any of his or her subcontractors or employees, shall make any representation to the contrary to any person.

- b. The Company is not responsible for withholding FICA or taxes of any kind from any payments which it owes the Contractor. The Contractor shall not be entitled to receive any benefits which employees of the Company are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, malpractice insurance, life insurance, liability insurance, auto insurance, other insurance, insurance premiums, paid vacations, paid holidays, paid sick leave, pension, profit sharing, reimbursement of non-contracted or travel expenses, or Social Security on account of his or her work contracted for by the Company.
- c. The parties hereto agree that both the Contractor and the Company shall have the right to participate in any discussion or negotiation with the Internal Revenue Service concerning the Contractor's independent contractor status under this Agreement irrespective of whom or by whom such discussions or negotiations are initiated.
- d. Before beginning any services to clients of Company, Contractor promises to provide Company with a W-9, his or her business name, and a federal employer number, if applicable.
- e. Before beginning any services to clients of Company and every 5 years thereafter, Contractor must provide Company with evidence of passing a Florida Department of Children and Family drug screen test and background screening with no unacceptable violations as determined by Company.
- f. Contractor, including any subcontractors and/or employees under the direction of the Contractor, shall supply, at Contractor's sole expense, all licensing, certificates, insurance premiums, memberships, dues, malpractice insurance, materials, and/or supplies to accomplish the services agreed to be performed pursuant to this Agreement. The equipment owned by Company and located at Company's premises and used by Contractor in the provision of Services to clients shall be maintained in good working order and repair by Company. Such equipment owned by Contractor and used by Contractor at the premises of the Company shall be maintained in good working order and repair by Contractor.
- g. If Contractor employs or subcontracts with a therapist to provide services under the direction of the Contractor, Contractor promises to provide Company with all licensing, certificates, insurance premiums, memberships, dues, malpractice insurance, materials, and/or supplies to accomplish the Services.
- h. Contractor, including any subcontractors and/or employees under the direction of the Contractor, agrees that (1) he or she is engaged in a distinct occupation and business; (2) he or she requires no supervision or direction from a supervisor as he or she is a specialist; (3) Contractor is required to provide the instrumentalities and tools for Contractor's business; (4) Contractor must invoice Company for payment based on services performed; and (5) Contractor does not believe he or she is creating the relation of master and servant.

4. Payment for Services:

- a. Contractor agrees to invoice Company for services performed based upon a schedule mutually agreed upon by the Parties (Schedule A). Company agrees to make payments to Contractor based upon invoices received, and within fifteen (15) days of the date the invoice is delivered to Company. All benefits, withholdings, and taxes arising from payments to Contractor are the sole responsibility of the Contractor. Contractor, or any subcontractors and/or employees under the direction of the Contractor, will indemnify and hold Company harmless from any and all loss or liability arising to Company with respect to such benefits, withholdings, or taxes.
- b. Contractor is solely responsible for any and all salary, expenses and other compensation paid to employees or contract personnel the Contractor hires to complete the Services under this Agreement.
- c. Should an insurance carrier or its fiscal agent notify Company that it intends to deny or disallow payment for work performed by Contractor under this Agreement (whether as a result of inaccurate or incomplete medical documentation; that the services provided were deemed not necessary in accordance with the Plan of Care; or otherwise), Company shall provide written notice to Contractor within ten (10) days of receipt thereof. Within ten (10) days of receipt of such notice from Company, Contractor shall provide Company with any and all requested information required to respond to the above described insurance denial. Company shall then submit such information in a prompt manner to the requesting party.

Upon receipt of the initial notice from the payor described above, Company shall have the right to immediately offset any losses or costs (or potential losses or costs) resulting from such denial against any fees or other amounts due to Contractor under this Agreement, or otherwise. In the event that payment is ultimately disallowed as a result of delinquent, inaccurate or incomplete response from Contractor or as a result of Contractor's failure to adequately substantiate that the services were medically necessary in accordance with the written Plan of Care, such offset shall become permanent.

- 5. Risk, Insurance, and Indemnification:** Contractor, including any subcontractors and/or employees under the direction of the Contractor, covenants and agrees to indemnify and hold Company, its owners, officers, directors, employees, agents and other representatives (collectively, "Indemnified Party") harmless from any and all damages (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees), liabilities, losses, causes of action, suits, judgments, claims, awards, costs, fees and expenses, whether or not involving a third-party claim, arising directly or indirectly out of or in connection with: (i) any breach of any representation or warranty made by Contractor, including any subcontractors and/or employees under the direction of the Contractor, in this Agreement; (ii) any breach by Contractor, including any subcontractors and/or employees under the direction of the Contractor, of any covenants made by Contractor herein, and (iii) any acts or omissions of Contractor, including any subcontractors and/or

employees under the direction of the Contractor, in connection with his or her performance hereunder and (iv) any violations of state or federal law. Contractor shall defend Company against any such cost, claim or liability at Contractor's expense, including any subcontractors and/or employees under the direction of the Contractor, with counsel reasonably acceptable to Company or, at Company's election, Contractor, including any subcontractors and/or employees under the direction of the Contractor, shall reimburse Company for any legal fees or costs incurred by Company in connection with any such claim.

- a. At a minimum, Contractor, including any subcontractors and/or employees under the direction of the Contractor, will maintain at his or her own expense during the term of this Agreement, the following insurance:
 - i. Automobile liability insurance covering all vehicles used by the Contractor to perform his or her obligation herein with a minimum policy limit of at least the State of Florida required limit for each accident for bodily injury and property damage.
 - ii. Professional liability insurance with policy limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- b. Contractor is required to maintain his or her own worker's compensation insurance, if applicable, in accordance with State of Florida requirements.

6. Termination of Agreement:

- a. **Company's Right to Terminate Agreement:** Company shall have the right to terminate the Agreement as follows:
 - i. **Death:** The Agreement shall terminate immediately upon Contractor's death.
 - ii. **Immediate Termination of Agreement:** The Company may terminate this Agreement at any time immediately upon delivery of written notice to Contractor in the following situations: (1) material default or other material breach by Contractor of Contractor's obligations pursuant to this Contract; (2) failure or inability by Contractor to perform diligently and competently Contractor's services to the Company in compliance with this Agreement; (3) dishonest or fraud; (4) use of alcohol or illegal drugs such as to interfere with the performance of Contractor's obligations hereunder, (5) conviction of or plea of guilty or no contest to a felony or any crime involving moral turpitude, dishonesty, or theft, and (6) material failure by Contractor to comply with applicable laws or governmental regulations with respect to Company operations or the performance of Contractor's duties; (7) Failure to perform services to Clients of Company in compliance with the highest expectations of industry standards and care; nevertheless, as to the situations described in (1), (2), (6), or (7) herein,

Company shall give Contractor five (5) days' written notice of such grounds and an opportunity during such period for Contractor to cure the situation giving rise to the notice.

- iii. Non-Immediate Termination of Agreement: Either Contractor or the Company may terminate this Agreement for any reason with thirty (30) days advanced written notice.
- iv. Notice: To provide notice in accordance with this Agreement, Contractor shall deliver notice to the President/CEO of Company. Company shall provide written notice directly to Contractor.

- b. Nature of Agreement: In the event of termination of this Agreement for any reason, Company's only obligation to Contractor shall be to pay fees for services rendered by Contractor through the date of termination of the Agreement. The payments, if any, required to be provided to Contractor pursuant to this paragraph shall be in full and complete satisfaction of any and all obligations owing to Contractor pursuant to this Agreement.
 - c. Right to Prevent Access to Company: Despite the notice provisions contained herein, Company may, in its sole and absolute discretion, elect to deny Contractor's, or any subcontractors and/or employees under the direction of the Contractor, access to Company's premises after notice of termination of this Agreement is delivered and Contractor has not cured the situation within the allowed time period.
 - d. Return of Records: Contractor agrees, upon termination of his or her engagement with Company for any reason whatsoever, to return to Company all records and other property (whether on paper, computer discs or other form) received from or belonging to Company; together with copies of records and papers belonging to Contractor, and any subcontractors and/or employees under the direction of the Contractor, and pertaining to Clients of Company.
7. **Right of Offset:** If the Contractor's engagement with the Company is terminated for any reason, the Company shall have the right to offset against any fees or other amounts due to Contractor under this Agreement or otherwise, any indebtedness, whether or not evidenced by a promissory note and whether or not matured or due and payable, owed by the Contractor to the Company under this Agreement including, but not limited to, any amounts owed to the Company by the Contractor pursuant to any indemnities given by the Contractor to the Company under this Agreement and any costs or expenses incurred by Company as a result of Contractor's failure to comply with the notice requirements of this Agreement.
8. **No Authority to Bind the Company:** The Contractor has no authority, whether express, implied, or apparent, to enter into contracts or agreements on behalf of the Company. This Agreement does not create an employer/employee relationship or a partnership between the parties.

9. Non-Solicitation Agreement: Contractor, nor any subcontractors and/or employees under the direction of the Contractor, will not, during the Agreement term or for a period of one year after termination of this Agreement, directly or indirectly, for himself or herself call upon, solicit or attempt to solicit, any of the Clients or employees of the Company. This provision shall not prohibit Contractor from performing services for another company that has established a business relationship with Clients of the Company on its own without the assistance of Contractor.

10. Miscellaneous Provisions:

- a. **Additional Obligations:** Both during and after the Agreement term, Contractor, and any subcontractors and/or employees under the direction of the Contractor, shall, upon reasonable notice, furnish the Company with such information as may be in Contractor's possession, and cooperate with the Company, as may reasonably be requested by the Company (and, after the Term, with due consideration for Contractor's obligations with respect to any new engagement or business activity) in connection with any litigation in which the Company is or may become a party. The Company shall reimburse Contractor for all reasonable expenses incurred by Contractor in fulfilling Contractor's obligations under this paragraph.
- b. **Entire Agreement:** This Agreement represents the entire agreement between the Company and Contractor with respect to Contractor's engagement with the Company, and supersedes and is in full substitution for any and all prior agreements or understandings, whether oral or written, relating to Contractor's engagement.
- c. **Amendment:** This Agreement may not be amended except in a writing signed by both parties hereto.
- d. **No Waiver:** The failure at any time either of the Company or Contractor to require the performance by the other of any provision of this Agreement shall in no way affect the full right of such party to require such performance at any time thereafter, nor shall the waiver by either the Company or Contractor of any breach of any provision of this Agreement be taken or held to constitute a waiver of any succeeding breach of such or any other provision of this Agreement.
- e. **Assignment:** This Agreement is binding on and for the benefit of the Company and Contractor and their respective successors, heirs, executors, administrators, and other legal representatives. Contractor acknowledges that this is a personal services contract and may not be assigned by Contractor without the Company's prior written consent. Company may assign this Agreement in connection with the sale of all or substantially all of the assets of the Company or the merger of the Company with another not-for-profit organization.
- f. **Interpretation and Severability:** In the event any provision of this Agreement, or any portion thereof, is determined by any arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall

nevertheless be binding upon the Company and Contractor with the same effect as though the void provision or portion thereof had been severed and deleted.

- g. **No Conflict:** Contractor represents and warrants that Contractor is not subject to any agreement, order, judgment or decree of any kind which would prevent Contractor from entering into this Agreement or performing fully Contractor's obligations hereunder.
- h. **Governing Law, Jurisdiction and Venue:** The parties agree that this Agreement is being entered into in the State of Florida and shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. The parties hereby agree that in any action or proceeding arising out of the parties' relationship, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Volusia or the federal court with subject matter jurisdiction and encompassing the County of Volusia, Florida.
- i. **Attorneys Fees:** The prevailing party in any action to enforce any provision of, or based on any right arising out of, this Agreement shall be entitled to an award of its reasonable attorneys fees and costs, whether or not a lawsuit is filed, whether or not on appeal, and whether or not an action is brought in bankruptcy court.
- j. **Execution:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- k. **WAIVER OF JURY TRIAL:** BY EXECUTING THIS AGREEMENT, THE PARTIES HERETO KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY ANY SUCH DISPUTE.
- l. **Headings:** The headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.
- m. **Construction of Agreement:** Contractor has consulted or has had the opportunity to consult with an attorney prior to entering into this Agreement. Contractor agrees that he or she has read this Agreement, understands it, and has had an opportunity to ask questions. Contractor agrees that all doubts and ambiguities in connection with this Agreement shall not be construed against the drafter of this Agreement.
- n. **Arbitration:** All disputes arising out of or relating to this Agreement which cannot be settled by the parties shall promptly be submitted to and determined by a panel of three arbitrators pursuant to the rules and regulations of the American Arbitration Association; but nothing in this Agreement shall preclude Company from seeking specific performance or other equitable remedies in the case of any breach or threatened breach by Contractor of any of the covenants set forth herein. The decision of the arbitrator shall be final and binding upon the parties, and

judgment upon such decision may be entered in any court of competent jurisdiction. The arbitrator shall be required to apply the contractual provisions in deciding any matter submitted to it and shall not have any authority, by reason of this Agreement or otherwise, to render a decision that is contrary to the mutual intent of the parties as set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the day and year first above written.

Independent Contractor Signature

Independent Contractor Printed Name

Easter Seal Society of Volusia and Flagler
Counties, Inc.

By: _____

Its: _____



SCHEDULE A

Name/Credential: _____

Service (in DeLand)	Rate
Evaluation	\$
Re-evaluation	\$
Therapy (15 minute units)	\$
Other Services (e.g., meetings, group therapy) per hour	\$

Service (in Daytona)	Rate
Evaluation	\$
Re-evaluation	\$
Therapy (15 minute units)	\$
Other Services (e.g., meetings, group therapy) per hour	\$

Invoicing Schedule:

Invoices shall be submitted bi-monthly reflecting the independent contractor's current contact information (name, address, phone and email), clients served, types of services provided for each client (eg. evaluation, therapy, re-evaluation, other services), and the date(s) services were provided during billing period.

April Leopold	Date	Contractor	Date
Vice President			

*Contract Period 12 months, beginning December 5, 2013



SCHEDULE C DOCUMENTATION REQUIREMENTS

Name/Credential: _____

- **Evaluations and Plans of Care:** Due to Pediatric Therapy Coordinator within 7 week days of evaluation date.
- **Standardized tests** preferred. Tests should be used as a functional measure, appropriate to the child's age, development etc.
- **Re-evaluations:** Include outcome goals, for example: 2 or 3 short term goals were achieved.
- **Medicaid Clients:** List duration of therapy on the evaluation/plan of care: (eg. physical therapy 2 times a week for 30 minutes). The therapy coordinator will determine start date (when the plan of care is returned signed by doctor) and calculate end date (6 months from start date).
- **Autism Center of Excellence (ACE) evaluations:** submit to Pediatric Therapy Coordinator (like all evaluations and email the report to the Clinical Director, (Dorothy Lefford: dlefford@esvf.org).
 - **OT evaluations:** Address sensory processing as part of ACE evaluation.
- **SSI Evaluations-Speech only:** Use standardized tests as identified by SSI. Plan of care not needed. Include recommendations/impressions.
 - Submit evaluation reports prior to request for reimbursement of service
- **Progress notes:** One note monthly (Narrative or SOAP format)
 1. Reflect progress towards goals and reason for skilled services to continue
 2. Include goals and progress notes related to functional outcomes
- **Daily Charting:** indicate interventions addressed and attendance, include cancellations/no shows, education of parent/care giver, other appropriate clinical notes.
- **Discharge Summaries:** Due within 14 days of discharge: submit to Pediatric Therapy Coordinator
- **Billing Sheet:** Complete for each child treated, cancelled or no show.
- **Client Records** are not allowed to go off Company premises.

Referrals

- **Referrals:** Therapist will have 24 hours to accept or reject an assignment/evaluation.
- Once a referral is accepted, Therapist must attempt to schedule the appointment with the family within 72 hours; if after the Therapist makes 3 attempts (within 8 working days) to schedule and no contact with family occurs, Therapist notifies Pediatric Therapy Coordinator and she will notify the referring physician.
- If a client cannot be evaluated within 3 weeks of referral date accepted, notify Pediatric Therapy Coordinator.
- If plan of care is returned from physician and a scheduling conflict arises between therapist and family preventing therapy from beginning in a reasonable time frame (within 3 weeks) *Contact Pediatric Therapy Coordinator to make other arrangements for services.*

Contractor Initialed Date



CREDENTIALING REQUIREMENTS AND FINGERPRINT SCREENING ONLINE LINKS

REQUIREMENT	ON LINE LINK
NPI	https://nppes.cms.hhs.gov/NPPES/Welcome.do
DCF Background Screening	http://www.dcfbackgroundscreening.com/
Medicaid	https://www.mymedicaid-florida.com
CMS provider enrollment site	https://www.cmskidsproviders.com/eis/
CMS Modules training site	http://www.cms-kids.com/providers/early_steps/training/itds/outline.html

*Should you have any further questions about the credentialing process or require assistance, April Leopold, V.P. Programs/Principal at Easter Seals is available to assist you.



**State of Florida
Department of Children and Families**

Rick Scott
Governor

David E. Wilkins
Secretary

Live Scan Background Screening Submission Form

Employers/Providers:

Contact your local DCF Background Screening Office for ORI and Live Scan OCA numbers.

The following information must be presented prior to or at the time of screening:

- 1. A valid picture ID**
- 2. DCF Agency Identifier (ORI)#** FL921781Z
This is a nine digit number beginning with FL92 and ending with the letter "Z".
- 3. DCF Live Scan OCA #** 04-64-0215Z
This is a nine digit number beginning with your 2 digit Circuit Number, your OCA, and ending with the letter "Z".

Live Scan Vendors:

Background Screening for the Department of Children and Families **must** include the following:

- A valid ORI entered into the Controlling Agency Identifier field (this may also be the Requesting Agency field) on the Transaction Screen, and
- The Provider Live Scan OCA number entered into the Originating Case Agency Field on the Miscellaneous Screen.

Applicants

Present this form to any Live Scan Vendor approved to submit Level 2 Background Screenings through the Florida Department of Law Enforcement.

Live Scan vendors may be found on the Department of Children and Families website, at <http://www.dcfbackgroundscreening.com/>, or the Florida Department of Law Enforcement website, at www.fdle.state.fl.us.

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

Mission: Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency

**LIVE-SCAN LOCATION
INDEPENDENT CONTRACTOR
BACKGROUND SCREENING**

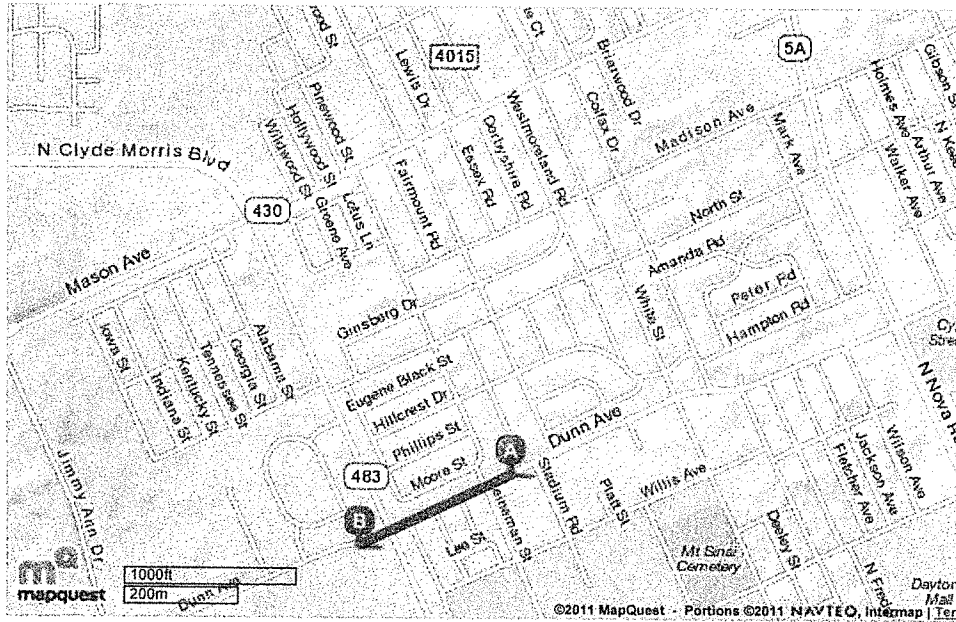
Please call for an appointment

South Daytona
Halifax Academy
2900 S. Nova Road
South Daytona, FL
1-800-528-1358

Independent Contractors Drug Screening



EMPLOYED
 1455 Dunn Avenue
 Daytona Beach, FL 32114
 1-386-425-4502; Fax: 386-238-4876
 (Mon.—Fri. 8 am—5 pm)



Independent Contractor is responsible for payment.

Call Donna D'Agostino at (386) 944-7835 with results

PLEASE PRINT

Applicant's Name: _____

Social Security Number: _____

Procedure #1 Pre-employment items	Procedure #2 30 days into employment	Procedure #3 6 months into employment
Date Test to be Done:	Date Test to be Done:	Date Test to be Done:
Date Done:	Date Done:	Date Done:
Hep. B#1	Hep. B#2	3rd and final Hep. B
PPD Shot		
Urine Drug Screen 10 panel		
<u>PROCEDURE SIGN OFF BY EMPLOYED STAFF</u>		
Procedure #1 _____ PLEASE PRINT	Procedure #2 _____ PLEASE PRINT	Procedure #3 _____ PLEASE PRINT



Medicaid Process and Screen Print

Before you can enroll for Medicaid you must have the following completed:

- National Provider Identification number (NPI#)
- Your live background scan

Medicaid website: www.mymedicaid-florida.com

- Must use Chrome Google in order to be able to upload documents
- If you need assistance with enrollment call 800-289-7799, #1 for English, #4 for enrollment and #3 for live person (after #3 just wait for a person to come on the phone) **OR**
- Call **Pam Thornton**, Easter Seals Pediatric Therapy Coordinator at 386-944-7833
- When the system times out you will need to clear history to continue.

Below are screen shots with the Medicaid process to assist with enrollment:

Things you will need to be able to complete the process:

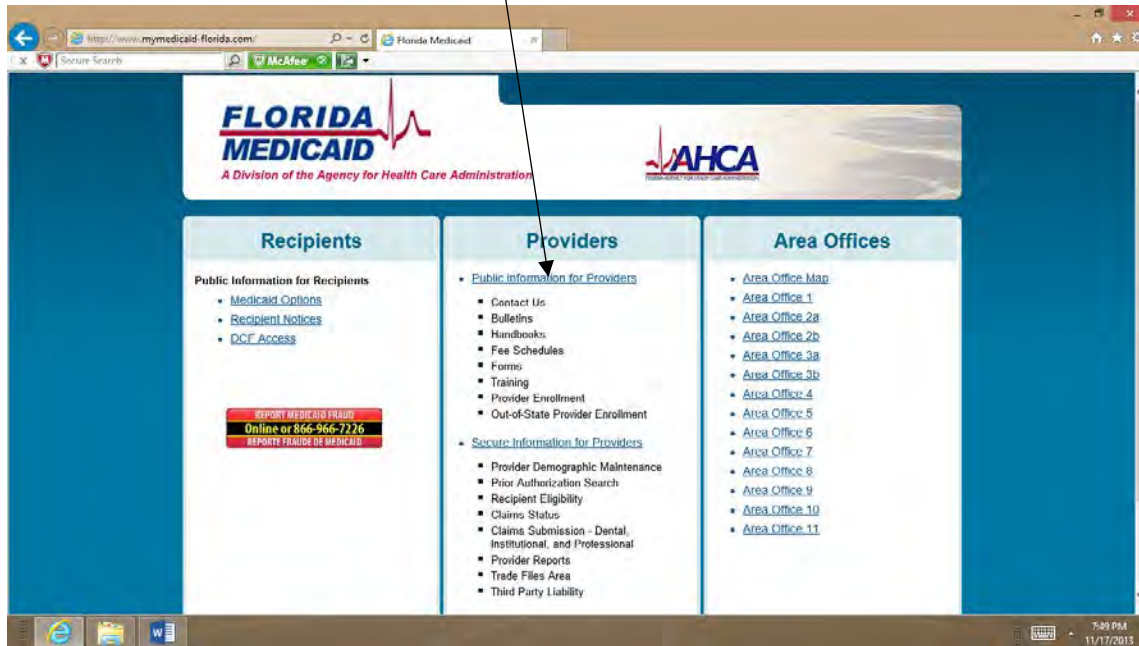
- Need to print the Medicaid Provider Agreement (screen shot below)
 - Four page document, last page needs to be filled out to upload at the end
- Copy of National Provider Identification registration form
- Copy of your professional license
- Proof of Tax ID, it would be copy of SS card
- Copy of Live Scan Background, which is the receipt you get when done
- Voided Check for direct deposit to be uploaded at the end



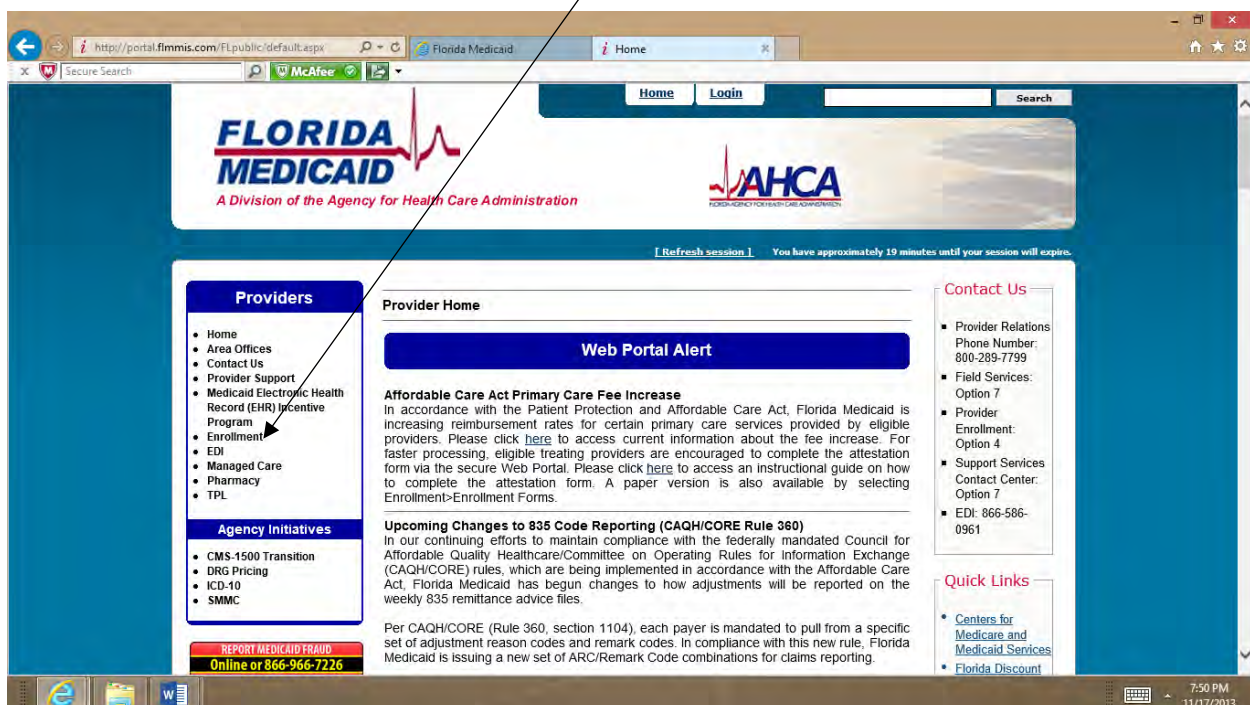
Medicaid Process and Screen Print

These are the Medicaid screens you will work with when applying for your Medicaid #:

Click Public information for Providers



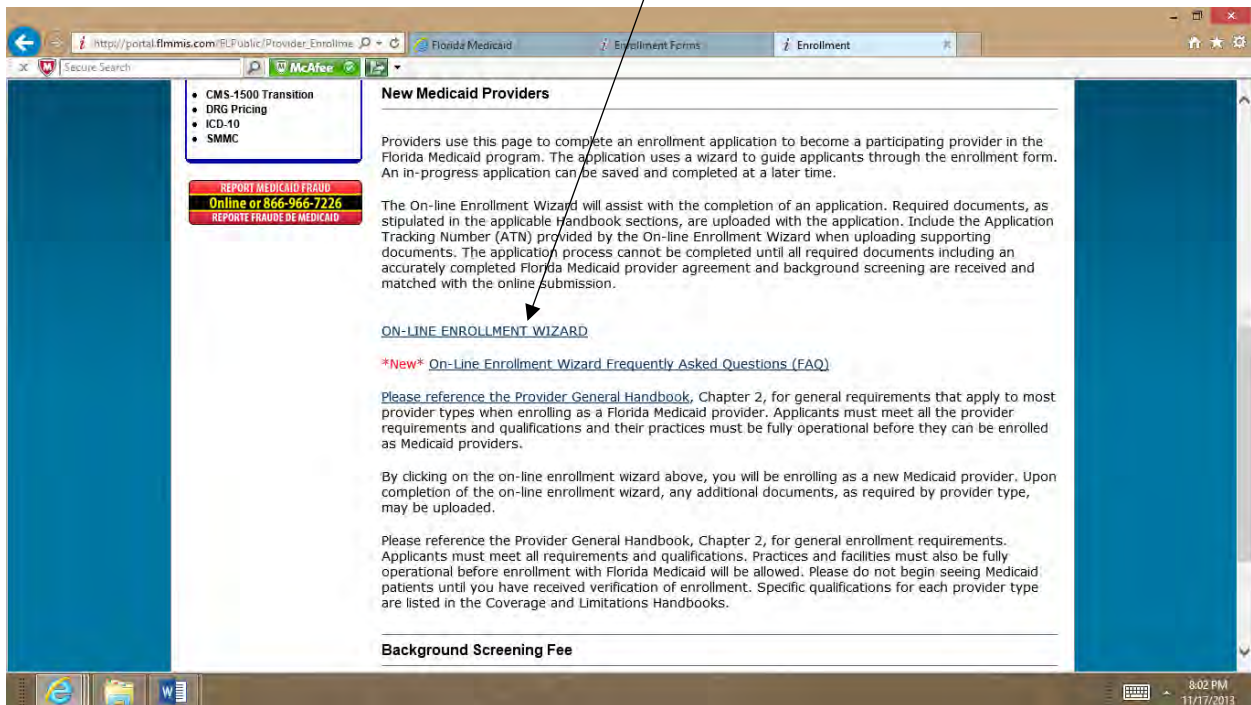
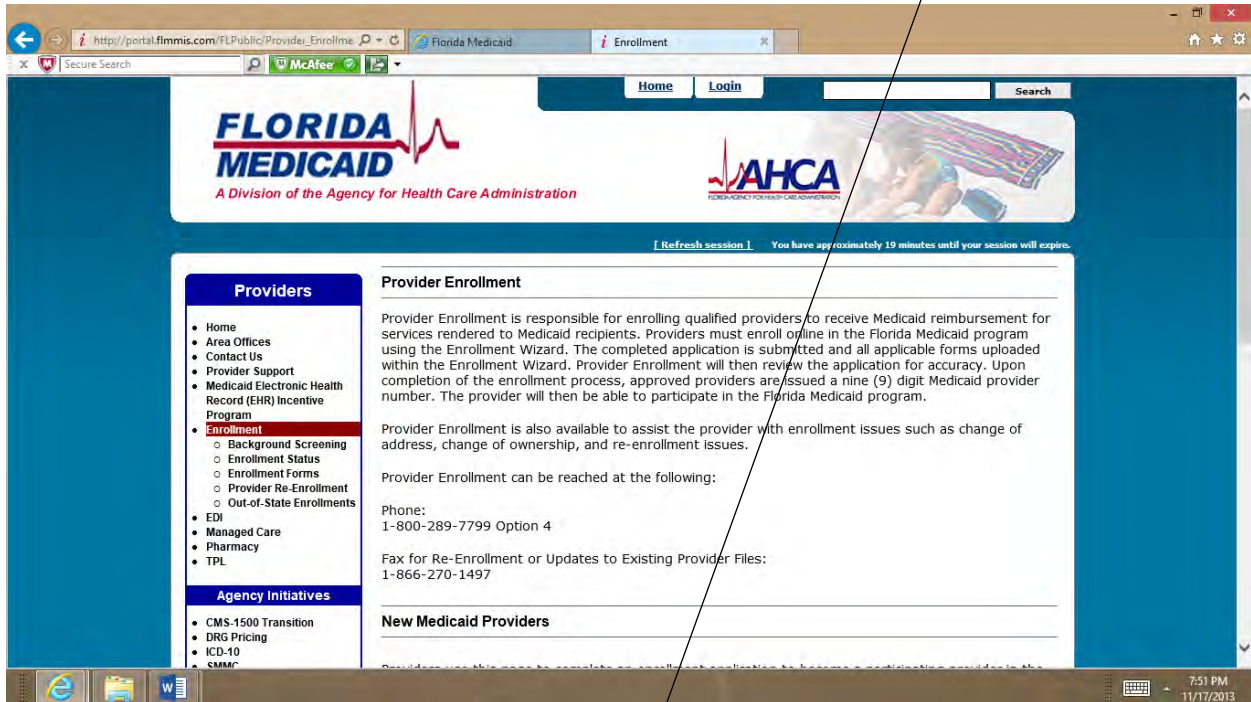
That will bring this screen up click on Enrollment





Medicaid Process and Screen Print

That will bring this screen up you will click on the **ON-LINE ENROLLMENT WIZARD**





Medicaid Process and Screen Print

All the enrollment information that you fill out will be your own information, for practice type put individual, once you get your Medicaid number then you will fill out the group form to fax in. After clicking on Enrollment it gives you the other options for you to check your status and get the Medicaid Provider Agreement.

Click on **Enrollment Forms**

The screenshot shows the Florida Medicaid website interface. The left sidebar contains a navigation menu with 'Enrollment' highlighted. The main content area is titled 'Enrollment Forms' and lists various links under 'New Medicaid Providers - Non-Institutional'. A warning message is displayed, stating that Adobe Acrobat Reader is required to access the documents. A mouse cursor is pointing at the 'Non-Institutional Provider Agreement' link.

After you click on the forms it brings this screen up. Go to New Medicaid Providers-Non-Institutional and click on **Non-Institutional Provider Agreement**, this is the four page document mentioned above, you will fill out the last page and upload at the end.

When filling out enrollment until you get to the section that you enter your NPI# it will not save, if it times out you will have to start all over again, but once you get past entering the NPI# it will then give you an ATN number you will want to print that out so you have that number for you will need it to get back into the system. You will use it to upload your documents, check your status and print your application once completed.



Medicaid Process and Screen Print

This is what the status screen looks like to get to the status screen click **Enrollment Status**

FLORIDA MEDICAID
A Division of the Agency for Health Care Administration

AHCA
FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION

Home Login

Providers

- Home
- Area Offices
- Contact Us
- Provider Support
- Medicaid Electronic Health Record (EHR) Incentive Program
- Enrollment**
 - Background Screening
 - Enrollment Status**
 - Enrollment Forms
 - Provider Re-Enrollment
 - Out-of-State Enrollments
- EDI
- Managed Care
- Pharmacy
- TPL

Agency Initiatives

- CMS-1500 Transition
- DRG Pricing
- ICD-10
- SMAR

Enrollment Status

This page provides a status for enrollment applications submitted to HP. An Application Tracker (ATN) and Business or Last Name (as submitted on the application) are required to retrieve the status of the application.

The following is a definition for the different Status categories and expected time frame for each.

Application Status Codes	Definition	Timeframe
Accepted	Used for all application types regardless of source (paper, Web) or destination (workflow or manually routed through the work queues). Basic application information and documents verified. Active enrollment process.	Approximately 5 business days
Awaiting Initial Info	Used for Web Portal applications; provider submits required documents.	Awaiting provider submission
Application RTP	Used for all application types, regardless of source, to communicate deficiencies to providers.	Awaiting provider response
Closed	This application has been closed due to inactivity. If enrollment is necessary a new application is required.	
Denied	Used for all application types, regardless of source or destination. Enrollment denied per AHCA. Per instruction of denial, may submit new application.	Post processing timeframe; requires MCM Review.

This is where you will put the **ATN number** and **name** to find out the status of you application:

Enrollment Tracking Search

ATN*

Business OR Last Name*

search clear

Not Submitted	Used for Web Portal applications that timed out due to no provider response. Provider did not submit initial/additional documents timely. Workflow sends notification to Unit Lead/Supervisor for action.	Awaiting provider completion of web application.
Outreach	Used to assist providers when additional information is needed to complete an application.	Approximately 10 business days.
QC	Used to indicate the application is being reviewed for quality.	Approximately 2 business days.
Received	Used to indicate that the Provider Enrollment department has received the application.	Approximately 11 business days.
Submit	Used for all application types regardless of source (paper, Web) or destination (workflow or manually routed through the work queues). Used to engage workflow. Active enrollment process.	Approximately 5 business days.
System Converted	Existing provider application/file converted from previous fiscal agent. Application started or approved while in process at previous fiscal agent.	
Under Review	Allows the Provider Enrollment panels to be utilized when the provider's data on the Web Portal needs to be reviewed. Issue transferring data from Web Portal to FMMIS interchange.	Approximately 5 business days.
Verification	Used to validate the scanned images of the application are legible.	Approximately 9 business days.
Workflow Suspense	Used for applications that timed out due to no response. Processor did not acquire task in a timely manner. Workflow sends notification to Unit Lead/Supervisor for action.	Exceeds maximum 5 business days.

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Medicaid Process and Screen Print

Once you put in the ATN and Last Name click search and it will pull up your status, you will be able to print your application, see status, upload the list of documents listed on page 1 above. It is best to put all your documents on one file so you only have to upload one PDF file. Please call if you have any question or need assistance.

*****Check the status of your enrollment twice a week till it shows all received*****

Medicaid Provider ID: _____
or, Application Tracking Number (ATN)



Group Membership Authorization

Providers who will be submitting Medicaid claims under a group number must indicate the group's Medicaid provider number and the date they first joined the group to authorize the group to bill on their behalf. **NOTE:** If the date the provider joined the group is earlier than the date the provider and the group were both effective with Medicaid, the group link will be effective with the later date.

If the group application is pending, list the group's name instead of their Medicaid provider number so this form may be matched to the group's pending application.

Provider Name: _____
(Please print)

Group Name: <i>(Required only if group's provider number is pending)</i>	Group Tax ID: <i>(Required only if group's provider number is pending)</i>	Group Medicaid Provider ID: <i>(Leave blank if pending)</i>	Effective Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

"I authorize the group providers listed above to submit claims for services performed by myself. I understand that, by making this request, all disbursements made for services performed by myself under these groups will be made directly to them on my behalf."

(Signature of Provider)

Date



ADULT MODEL PUBLICITY RELEASE

Easter Seal Society of Volusia and Flagler Counties, Inc.
1219 Dunn Avenue, Daytona Beach FL 32114
(386) 255-4568 info@esvf.org www.esvf.org

I hereby consent that any narratives, depictions, pictures, film, photographs, audio-visual or sound recordings or testimonials of me made by Easter Seals or its respective employees and agents may be used by Easter Seals, and those acting with its permission, for the purpose of illustration, broadcast, or testimonial in connection with any work of Easter Seals and that these materials may be released to the general public. I assign to Easter Seals all of my rights to these materials.

I understand that these materials made by Easter Seals, its employees and agents are owned by Easter Seals and that they may copyright them. I will allow Easter Seals, their respective employees and agents, and those acting with Easter Seals' permission, to use my protected health information, as defined under 45 C.F.R. 164.501, for the purpose of illustration, broadcast, or testimonial in connection with the work of Easter Seals and to release this information to the general public.

I understand that these materials may be published on Easter Seals' network of Web sites and this may disclose my personal and protected health information online.

Easter Seals does not need to submit these materials to me for further approval. I understand that these materials may be modified and that Easter Seals may decide not to use them.

I acknowledge that the rights described above are granted to Easter Seals on an unlimited basis without any compensation or payment being made for any current or future use. I understand that this authorization is voluntary and that Easter Seals will not condition any treatment or funding to me on the completion of this authorization. I also understand that I may revoke my consent to allow Easter Seals to release my protected health information if the information has not already been disclosed. To revoke my consent, I must notify Easter Seals in writing by sending my revocation to Lynn Sinnott, President/CEO. I understand and agree that once Easter Seals, its respective employees and agents, and those acting with its permission, disclose my protected health information as contemplated by this release, this information is subject to re-disclosure and may no longer be protected by the Health Insurance Portability and Accountability Act of 1996. This release and authorization expires 10 years from the date of my signature below.

I certify that I am over the age of 18 years old.

I have read this release and authorization before signing below, and I fully understand its contents.

Signature

Witness for Easter Seals

Printed Name

Date

Date

Address

City, State, Zip Code



NON-INSTITUTIONAL MEDICAID PROVIDER AGREEMENT



The Provider agrees to participate in the Florida Medicaid program under the following terms and conditions:

- (1) Discrimination. The parties agree that the Agency for Health Care Administration (agency) may make payments for medical assistance and related services rendered to Medicaid recipients only to an individual or entity who has a provider agreement in effect with the agency, who is performing services or supplying goods in accordance with federal, state, and local law, and who agrees that no person shall, on the grounds of sex, handicap, race, color, or national origin, other insurance, or for any other reason, be subjected to discrimination under any program or activity for which the provider receives payment from the agency.
- (2) Quality of Service. The provider agrees that services or goods billed to the Medicaid program must be medically necessary, of a quality comparable to those furnished by the provider's peers, and within the parameters permitted by the provider's license or certification. The provider further agrees to bill only for the services performed within the specialty or specialties designated in the provider application on file with the agency. The services or goods must have been actually provided to eligible Medicaid recipients by the provider prior to submitting the claim.
- (3) Compliance. The provider agrees to comply fully with all state and federal laws, rules, regulations, and statements of policy applicable to the Medicaid program, including the Medicaid Provider Handbooks issued by the agency, as well as all federal, state, and local laws pertaining to licensure, if required, and the practice of any of the healing arts.
- (4) Term and signatures. The parties agree that this is a voluntary agreement between the agency and the provider, in which the provider agrees to furnish services or goods to Medicaid recipients. Provided that all requirements for enrollment have been met, this agreement shall remain in effect for five (5) years from the effective date of the provider's eligibility for initial enrollment unless otherwise terminated. With respect to reenrolling providers, the agreement shall remain in effect for five (5) years from either the date the most recent agreement expires or the date the provider signs the renewal agreement, which ever date is earlier, unless otherwise terminated. This agreement shall be renewable only by mutual consent. The provider understands and agrees that no agency signature is required to make this agreement valid and enforceable.
- (5) Provider Responsibilities. The Medicaid provider shall:
 - (a) Possess at the time of signing of the provider agreement, and maintain in good standing throughout the period of the agreement's effectiveness, a valid professional, occupational, facility or other license pertinent to the services or goods being provided, as required by the state or locality in which the provider is located, and the Federal Government, if applicable.
 - (b) Maintain in a systematic and orderly manner all medical and Medicaid-related records the agency requires and determines are relevant to the services or goods being provided.
 - (c) Retain all medical and Medicaid-related records for a period of five (5) years to satisfy all necessary inquiries by the agency.
 - (d) Safeguard the use and disclosure of information pertaining to current or former Medicaid recipients and comply with all state and federal laws pertaining to confidentiality of patient information.
 - (e) Send, at the provider's expense, all Medicaid-related information, which may be in the form of records, logs, documents, or computer files, and other information pertaining to services or goods billed to the Medicaid program, including access to all patient records and other provider information if the provider cannot easily separate records for Medicaid patients from other records to the Attorney General, the Federal Government, and the authorized agents of each of these entities.

- (f) Bill other insurers and third parties, including the Medicare program, before billing the Medicaid program, if the recipient is eligible for payment for health care or related services from another insurer or person and comply with all other state and federal requirements in this regard.
- (g) Report and refund any moneys received in error or in excess of the amount to which the provider is entitled from the Medicaid program within 90 days of receipt.
- (h) Be liable for and indemnify, defend, and hold the agency harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligence or omissions of the provider in the course of providing services to a recipient or a person believed to be a recipient to the extent allowed by in and accordance with section 768.28, F.S. (2001), and any successor legislation.
- (i) Provide proof of liability insurance at the option of the agency and maintain such insurance in effect for any period during which services of goods are furnished to Medicaid recipients.
- (j) Accept Medicaid payment as payment in full, and not bill or collect from the recipient or the recipient's responsible party any additional amount except, and only to the extent the agency permits or requires, co-payments, coinsurance, or deductibles to be paid by the recipient for the services or goods provided. This includes situations in which the provider's Medicare coinsurance claims are denied in accordance with Medicaid policy.
- (k) Comply with all of the requirements of Section 6032 (Employee Education About False Claims Recovery) of the Deficit Reduction Act of 2005, if the provider receives or earns five million dollars or greater annually under the State plan.
- (l) Submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- (m) Employ only individuals who may legally work in the United States, either U.S. citizens or foreign citizens who are authorized to work in the U.S. in compliance with the Immigration Reform and Control Act of 1986 which prohibits employers from knowingly hiring illegal workers.
- (n) Utilize the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system to verify the employment eligibility of all persons employed by the provider during the term of this Contract to perform employment duties within Florida and all persons (including subcontractors) assigned by the provider to perform work pursuant to this Contract. The provider shall include this provision in all subcontracts it enters into for the performance of work under this Contract.
- (o) Attest that all statements and information furnished by the prospective provider before signing the provider agreement shall be true and complete. The filing of a materially incomplete, misleading or false application will make the application and agreement voidable at the option of the agency and is sufficient cause for immediate termination of the provider from the Medicaid program and/or revocation of the provider number.
- (p) Agree to notify the agency of any changes to the information furnished on the Florida Medicaid Provider Enrollment Application, including but not limited to changes of address, tax identification number, group affiliation, or depository bank account. The provider shall report a change in any principal of the provider, including any officer, director, agent, managing employee, or affiliated person, or any partner or shareholder who has an ownership interest equal to five (5) percent or more in the provider to the agency in writing within thirty (30) days after the change occurs. For a hospital licensed under chapter 395, F.S., or a nursing home licensed under part II of chapter 400, F.S., a principal of the provider is one who meets the definition of a controlling interest under s. 408.803, F.S.
- (q) Agree to notify the agency within 5 business days after suspension or disenrollment from Medicare. Failure to notify may result in sanctions imposed pursuant s. 409.908 (24) and the provider may be required to return funds paid to the provider during the period of time that the provider was suspended or disenrolled as a Medicare provider.
- (r) Search the List of Excluded Individuals/Entities (LEIE), located at <http://www.oig.hhs.gov/fraud/exclusions.asp>, and the Agency's final order database, located at http://apps.ahca.myflorida.com/dm_web, monthly to determine whether any employee or contractor has been excluded. Providers will notify the Agency immediately any exclusion information discovered. Civil monetary penalties may be imposed against Medicaid providers and managed care entities who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid recipients.

(6) Agency Responsibilities. The agency shall:

(a) Make timely payment at the established rate for services or goods furnished to a recipient by the provider upon receipt of a properly completed claim.

(b) Not seek repayment from the provider in any instance in which the Medicaid overpayment is attributable to error of the agency in the determination of eligibility of a recipient.

(7) Change of Ownership. A Medicaid provider agreement may be revoked, at the option of the agency, as the result of a change of ownership of any facility, association, partnership, or other entity named as the provider in the provider agreement.

(a) If the provider sells or transfers a business interest or practice that substantially constitutes the entity named as the provider in the provider agreement, or sells or transfers a facility that is of substantial importance to the entity named as the provider in the provider agreement, the provider is required to maintain and make available to the agency Medicaid-related records that relate to the sale or transfer of the business interest, practice, or facility in the same manner as though the sale or transaction had not taken place, unless the provider enters into an agreement with the purchaser of the business interest, practice, or facility to fulfill this requirement.

(b) If there is a change of ownership, the transferor remains liable for all outstanding overpayments, administrative fines, and any other moneys owed to the agency before the effective date of the change. The transferee is also liable to the agency for all outstanding overpayments identified by the agency on or before the effective date of the change of ownership. In the event of a change of ownership for a skilled nursing facility or intermediate care facility, the Medicaid provider agreement shall be assigned to the transferee if the transferee meets all other Medicaid provider qualifications. In the event of a change of ownership involving a skilled nursing facility licensed under part II of chapter 400, liability for all outstanding overpayments, administrative fines, and any moneys owed to the agency before the effective date of the change of ownership shall be determined in accordance with s. 400.179, F.S.

(c) At least 60 days before the anticipated date of the change of ownership, the transferor shall notify the agency of the intended change of ownership and the transferee shall submit to the agency a Medicaid provider enrollment application. If a change of ownership occurs without compliance with the notice requirements of this subsection, the transferor and transferee shall be jointly and severally liable for all overpayments, administrative fines, and other moneys due to the agency, regardless of whether the agency identified the overpayments, administrative fines, or other moneys before or after the effective date of the change of ownership. The agency may not approve a transferee's Medicaid provider enrollment application if the transferee or transferor has not paid or agreed in writing to a payment plan for all outstanding overpayments, administrative fines, and other moneys due to the agency. This subsection does not preclude the agency from seeking any other legal or equitable remedies available to the agency for the recovery of moneys owed to the Medicaid program. In the event of a change of ownership involving a skilled nursing facility licensed under part II of chapter 400, liability for all outstanding overpayments, administrative fines, and any moneys owed to the agency before the effective date of the change of ownership shall be determined in accordance with s. 400.179 if the Medicaid provider enrollment application for change of ownership is submitted before the change of ownership.

(d) As used in this subsection, the term:

(1.) "Administrative fines" includes any amount identified in a notice of a monetary penalty or fine which has been issued by the agency or other regulatory or licensing agency that governs the provider.

(2.) "Outstanding overpayment" includes any amount identified in a preliminary audit report issued to the transferor by the agency on or before the effective date of a change of ownership.

(8) Termination for Convenience. This agreement may be terminated without cause upon thirty (30) days written notice by either party.

(9) Interpretation. When interpreting this agreement, it shall be neither construed against either party nor considered which party prepared the agreement.

(10) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Both parties concur that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. Any legal action involving this agreement will be brought in the appropriate court in Leon County, Florida, and the parties submit to exclusive venue and personal jurisdiction in that court.

(11) Amendment. This agreement, application and supporting documents constitute the full and entire agreement and understanding between the parties with respect to their relationship. No amendment is effective unless it is in writing and signed by each party.

(12) Severability. If one or more of the provisions contained in this agreement or application shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(13) Agreement Retention. The parties agree that the agency may only retain the signature page of this agreement, and that a copy of this standard provider agreement will be maintained by the Director of Medicaid, or his designee, and may be reproduced as a duplicate original for any legal purpose and may also be entered into evidence as a business record.

(14) Funding. This contract is contingent upon the availability of funds.

(15) Assignability. The parties agree that neither may assign their rights under this agreement without the express written consent of the other.

The provider, or each principal of the provider if the provider is a corporation, partnership, association, or other entity, is required to sign this agreement. For this purpose, principals includes partners or shareholders of five (5) percent or more, officers, directors, managers, financial records custodian, medical records custodian, subcontractors, and individuals holding signing privileges on the depository account, and other affiliated person. A chief executive officer (CEO) or president may sign this agreement in lieu of all principals. Failure to sign the agreement will make the agreement and provider number voidable by the agency.

The signatories hereto represent and warrant that they have read the agreement, understand it, and are authorized to execute it on behalf of their respective principals or co-owners. This agreement becomes null and void upon transfer of assets; change of ownership; or upon discovery by the agency of the submission of a materially incomplete, misleading or false provider application unless subsequently ratified or approved by the agency.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be duly executed under the penalties of perjury, and now affirms that the foregoing is true and correct.

_____	_____	_____	_____
(legibly print name of signatory)	Title	Signature	Date
_____	_____	_____	_____
(legibly print name of signatory)	Title	Signature	Date

(ATTACH ADDITIONAL SIGNATURE PAGES IF NECESSARY)

Please complete the following information:

Provider's Name: _____
DBA Name: _____
Tax Identification Number: _____
National Provider Identifier: _____
Florida Medicaid Identification Number: _____
<i>(For new applicants, the Medicaid ID will be entered by the fiscal agent upon approval of the application.)</i>



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, (“Agreement”), effective ____ day of _____, 2013 (“Effective Date”) is entered into by and between _____ (the “Business Associate”) and **EASTER SEALS** _____ (the “Covered Entity”).

The Business Associate is an Independent Contractor and the Covered Entity is a not-for-profit entity. The Business Associate and the Covered Entity are affiliated solely by means of an Agreement, but due to such affiliation, the Covered Entity may grant to the Business Associate access to Protected Health Information (as defined under 45 C.F.R. 164.103). Both parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (collectively referred to herein as the “Standards”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). In addition, it is the intent of the parties to comply with the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) of the American Recovery and Reinvestment Act of 2009 (“ARRA”), Pub. L. 111-5, and its regulations. This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is received, obtained, acquired, accessed, used, disclosed or created by the Business Associate from or on behalf of the Covered Entity will be handled between the Business Associate and the Covered Entity and with third parties during the term and as otherwise specified herein beyond the termination of the Agreement. The parties agree as follows:

1.0 Permitted Uses and Disclosures of Protected Health Information

1.1 *Services:* Pursuant to the Agreement, Business Associate provides services for the Covered Entity that may provide the Business Associate with access to Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its duties and obligations under the Agreement. All other uses not authorized by this Agreement are prohibited. Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only to its employees, subcontractors and agents as directed by the Covered Entity or as otherwise permitted by the terms of this Agreement. The Business Associate will use or disclose only the minimum necessary Protected Health Information in performance of its services.

1.2 *Business activities of the Business Associate:* Unless otherwise limited herein, the Business Associate may use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill its present or future legal responsibilities provided such uses are permitted under state and federal confidentiality laws. The Business Associate represents to the Covered Entity that (a) any disclosure it makes will be required under applicable laws, or (b) the Business Associate will obtain reasonable written assurances from any person to whom the Protected Health Information will be disclosed that (i) the Protected Health Information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (ii) the person will notify the Business Associate without unreasonable delay, but in no event later than within three (3)

business days of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

1.3 *Disclosure by Business Associate:* The Business Associate will not use or disclose any Protected Health Information in a manner (i) inconsistent with the Covered Entity's obligations as set forth in the Standards, or (ii) that would violate the Standards if disclosed or used in such a manner by the Covered Entity.

1.4 *De-Identification:* The Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of applicable law as provided for in 42 C.F.R. 164.514(b) and the Business Associate maintains such documentation as required by applicable law, as provided for in 42 C.F.R. 164.514(b). The Business Associate and the Covered Entity understand that properly de-identified information is not "Protected Health Information" under the terms of this Agreement.

2.0 Responsibilities of the Parties With Respect to Protected Health Information

2.1 *Responsibilities of the Business Associate:* With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to abide by all applicable state and federal laws regarding the privacy and security of individually identifiable health information, including without limitation Protected Health Information, and to do the following:

- a. use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law;
- b. report to the Designated Privacy Officer (as defined under 45 C.F.R. 164.530(a)(1)) of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which the Business Associate becomes aware without unreasonable delay but, in no event later than within 5 (five) days from the Business Associate's discovery of such unauthorized use and/or disclosure;
- c. report to the Covered Entity within ten (10) days of a request by the Covered Entity, all disclosures of Protected Health Information to a third party for a purpose other than Treatment, Health Care Operations or Payment (each as defined in the Standards). The report will identify (i) the subject of the Protected Health Information (i.e., the patient name or identifier); (ii) the Protected Health Information disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. 164.528.
- d. establish procedures for mitigating any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity;

- e. use commercially reasonable efforts to maintain the security of Protected Health Information and to prevent unauthorized use and/or disclosure of such Protected Health Information;
- f. require all of its subcontractors and agents that receive, use or have access to Protected Health Information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate;
- g. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of the Department of Health and Human Services (“DHHS”) for purposes of determining the Covered Entity’s compliance with the privacy regulation, subject to attorney-client and other applicable privileges;
- h. upon prior written request, make available during normal business hours at Business Associate’s offices all records, books, agreements, policies and procedures related to the use and/or disclosure of Protected Health Information to the Covered Entity within 15 days for purposes of enabling the Covered Entity to determine the Business Associate’s compliance with the terms of this Agreement;
- i. within 45 days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as requested to permit the Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual’s Protected Health Information in accordance with 45 C.F.R. 164.528;
- j. disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder;
- k. document and report to the Covered Entity within two (2) business days any “Security Incident” as defined under 45 C.F.R. 164.304 (“Security Incident”) of which Business Associate may become aware, including the outcomes of the Security Incident and Business Associate’s response to the Security Incident;
- l. ensure that any agents, including subcontractors, to whom Business Associate provides Protected Health Information agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;

- m. make available Protected Health Information for amendment to Covered Entity or as directed by Covered Entity and incorporate any amendments to Protected Health Information to support the Covered Entity's obligation pursuant to 45 C.F.R. 164.526 of the Privacy Rule;
- n. document and make available such information as directed by Covered Entity in order to support the Covered Entity's provision of an accounting of disclosures in accordance with 45 C.F.R. 164.528 of the Privacy Rule and subject to the HITECH Act 13405(c) in which an individual shall have the right to receive an accounting of disclosures through an electronic health record of disclosures that includes disclosures made for treatment, payment, or healthcare operational purposes during the three years prior to the date on which the accounting is requested;
- o. immediately notify Covered Entity in writing, and provide Covered Entity with a copy, of any subpoena or other discovery request or any judicial, governmental or administrative order or document requesting or requiring Business Associate to disclose Protected Health Information (collectively "Request").
- p. comply with the HITECH Act and its regulations. Business Associate agrees as follows:
 - (1) Application of Security Provisions. Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to the applicable Covered Entity. The additional requirements of this title that relate to security and that are made applicable with respect to the covered entities shall also be applicable to Business Associate and shall be incorporated into this Agreement.
 - (2) Definition of "Unsecured Protected Health Information" and Notification Requirements In the Case of Breach. Business Associate that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses "Unsecured Protected Health Information" (as defined below) shall in the case of a breach of such information that is discovered by Business Associate immediately notify Covered Entity. The notice to Covered Entity by Business Associate shall include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach. In addition, Business Associate shall provide Covered Entity with any other available information that the Covered Entity is required to include in notification(s) or

promptly thereafter as information becomes available. “Unsecured Protected Health Information” means protected health information that is not secured through the use of a technology or methodology specified by the Secretary of Health and Human Services that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

- (i.) “Breach” defined. For purposes of these provisions, “breach” is defined as the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, subject to the exclusions specified under 45 C.F.R. 164.402. For purposes of this definition, compromises the security or privacy of the Protected Health Information means poses a significant risk of financial, reputational, or other harm to the individual.
- (ii.) Breaches treated as discovered. For purposes of this section, a breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence would have been known to the Business Associate. Business Associate shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a workforce member or agent of the Business Associate (determined in accordance with the federal common law of agency).
- (iii.) Timeliness of notification. Except as provided in 45 C.F.R. 164.412 regarding “Law Enforcement Delay”, Business Associate shall, following the discovery of a breach of Unsecured Protected Health Information, notify the Covered Entity of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach.
- (iv.) Content of notification. In accordance with 45 C.F.R. 164.404 (c), content notification:
 - (1) Elements. The notification required under this section shall include, to the extent possible:

- (A) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- (B) A description of the types of Unsecured Protected Health Information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (C) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- (D) A brief description of what the covered entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and
- (E) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(2) Plain language requirement. The notification required by this section shall be written in plain language.

(v.) Burden of proof. In accordance with 45 C.F.R. 164.414, in the event of a use or disclosure in violation of subpart E regarding “Privacy of Individually Identifiable Health Information”, the Covered Entity or Business Associate, as applicable, shall have the burden of demonstrating that all notifications were made as required or that the use or disclosure did not constitute a breach, as defined at §164.402.

(3) Methods of notice. Business Associate agrees as follows for notification in the case of breach of Unsecured Protected Health Information:

(i.) Notification to individuals. As a general rule under 45 C.F.R. 164.404, Covered Entity shall notify each individual whose Unsecured Protected Health Information has been,

or is reasonably believed by Covered Entity to have been accessed, acquired, used, or disclosed as a result of such a breach. Such notice shall be in a timely manner with certain methods of individual notification and content of notification in accordance with the requirements under the HITECH Act and its regulations. Business Associate shall provide in a timely and prompt manner such information, to the extent possible, as Covered Entity may require in order for Covered Entity to comply with the notification requirements under the HITECH Act and its regulations.

(ii.) Notification to the media. As a standard under 45 C.F.R. 164.406, for a breach of Unsecured Protected Health Information involving more than 500 residents of a State or jurisdiction, including American Samoa and the Northern Mariana Islands, Covered Entity shall, following the discovery of the breach as provided in 45 C.F.R. 164.404(a)(2), notify prominent media outlets serving the State or jurisdiction. Except as provided in 45 C.F.R. 164.412 regarding law enforcement delay, Covered Entity shall provide the said notification of this section without unreasonable delay and in no case later than 60 calendar days after discovery of a breach. The notification required under this section shall meet the requirements of §164.404(c) regarding content of notification. Business Associate shall provide in a timely and prompt manner such information, to the extent possible, as Covered Entity may require in order for Covered Entity to comply with the notification requirements under the HITECH Act and its regulations.

(iii.) Notification to the Secretary. As a standard under 45 C.F.R. 164.408, Covered Entity shall, following the discovery of a breach of Unsecured Protected Health Information as provided in §164.404(a)(2), notify the Secretary of the Department of Health and Human Services.

(a) *Breaches involving 500 or more individuals.* For breaches of Unsecured Protected Health Information involving 500 or more individuals, Covered Entity shall, except as provided in §164.412, provide the notification required by this section contemporaneously with the notice required by

§164.404(a) and in the manner specified on the HHS Web site.

(b) *Breaches involving less than 500 individuals.* For breaches of Unsecured Protected Health Information involving less than 500 individuals, Covered Entity shall maintain a log or other documentation of such breaches and, not later than 60 days after the end of each calendar year, provide the notification required by this section for breaches occurring during the preceding calendar year, in the manner specified on the HHS Web site.

(c) Business Associate shall provide in a timely and prompt manner such information, to the extent possible, as Covered Entity may require in order for Covered Entity to comply with the notification requirements under the HITECH Act and its regulations.

(4) Notification by Business Associate . As a standard under 45 C.F.R. 164.410, Business Associate shall, following the discovery of a breach of Unsecured Protected Health Information, notify Covered Entity of such breach. A breach shall be treated as discovered by a Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Business Associate (determined in accordance with the federal common law of agency).

(i) Timeliness of notification. Except as provided in 45 C.F.R. 164.412, Business Associate shall provide the notification required by this section without unreasonable delay and in no case later than 60 calendar days after discovery of a breach.

(ii) Content of notification.

(a) The notification required by this section shall include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have

been, accessed, acquired, used, or disclosed during the breach.

(b) Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. 164.404(c) at the time of the notification required by this section or promptly thereafter as information becomes available.

5) Notification by a Subcontractor of Business Associate.

Business Associate shall require any and all of its affiliates, partners, joint venturers, agents, vendors, subcontractors, and other such entities or persons (herein referred to as “Subcontractors”), if any, to notify Business Associate following the discovery of a breach of Unsecured Protected Health Information in a timely manner. Business Associate shall require any such Subcontractors to provide Business Associate notification of such breach without unreasonable delay and in no case later than sixty (60) calendar days after discovery of a breach. Business Associate shall upon such notice immediately notify Covered Entity of such breach. Business Associate shall require Subcontractors to notify Business Associate in a timely and prompt manner such information as Business Associate may require in order for Business Associate to comply with its requirements under this Agreement. The terms of this provision are not intended nor should they be construed in any way to authorize Business Associate to have or use its own Subcontractors.

(6) Administrative requirements. Business Associate shall comply with the administrative requirements of 45 C.F.R. 164.530(b), (d), (e), (g), (h), (i), and (j) with respect to the requirements of 45 C.F.R. part 164 subpart D.

(7) Burden of proof. In the event of a use or disclosure in violation of 45 C.F.R. part 164 subpart E, Covered Entity or Business Associate shall, as applicable, have the burden of demonstrating that all notifications were made as required by this Agreement or that the use or disclosure did not constitute a breach as defined in 45 C.F.R. 164.402.

2.2 *Responsibilities of the Covered Entity:* With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:

- a. to inform the Business Associate of any changes in the form of notice of privacy practices (the “Notice”) that the Covered Entity provides to individuals pursuant to 45 C.F.R. 164.520, and to provide the Business Associate a copy of the Notice currently in use;
- b. to inform the Business Associate of any changes in, or withdrawal of, any authorization provided to the Covered Entity by individuals pursuant to 45 C.F.R. 164.508;
- c. to notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. parts 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under the Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. 164.522 agreed to by the Covered Entity; and
- d. that Business Associate may make any use and/or disclosure of Protected Health Information under 45 C.F.R. 164.512 except uses or disclosures for research are not permitted without prior approval by the Covered Entity.

3.0 Covenants

3.1 Mutual Covenants: Each party covenants:

- a. that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each party, respectively, by contract or otherwise, sufficient to enable each party to fully comply with all provisions of this Agreement including, without limitation, the requirement that all modifications or limitations that the Covered Entity has agreed to with regards to the use and disclosure of Protected Health Information of any individual that materially affects and/or limits the use and disclosures that are otherwise permitted under the Standards will be communicated to the Business Associate, in writing, and in a timely fashion; and
- b. that it will reasonably cooperate with the other party in the performance of the mutual obligations under this Agreement.

4.0 Terms and Terminations

4.1 *Term:* This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section.

4.2 *Termination:* As provided for under 45 C.F.R. 164.504 (e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related Agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to (i) provide the Business Associate with 15 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved in 15 days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 30 days. Failure to cure in the manner set forth in this paragraph is grounds for immediate termination of this Agreement.

4.3 *Effect of termination:* Upon the event of termination pursuant to this section, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R 164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Said notification shall include (1) a statement the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession or in the possession of its subcontractors or agents and (2) the specific reasons for such determination. Business Associate further agrees to extend or require its subcontractors or agents to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use on its subcontractors' or agents' use and/or disclosure of any Protected Health Information retained after termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

5.0 Indemnification

5.1 *Indemnification:* The parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from on in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the privacy regulations, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may for any reason be imposed by any third party which results from the indemnifying party's breach hereunder. The parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

6.0 Miscellaneous

6.1 *Survival:* The respective rights and obligations of Business Associate and Covered Entity with respect to Protected Health Information the Business Associate retains in

accordance with Section 4.3 of this Agreement, shall survive termination of this Agreement indefinitely.

6.2 *Amendments; waiver:* This Agreement may not be modified; nor shall any provision hereof be waived or amended, except in writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy to subsequent events.

6.3 *No third party beneficiaries:* Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

6.4 *Notices:* Any notices to be given hereunder to a party shall be made via U.S. mail or express courier to such party's address given below and/or via facsimile to the facsimile telephone number listed below.

If to Business Associate, to:

Name: _____
Address: _____
City, State, Zip Code: _____
Telephone: _____
Facsimile: _____

If to Covered Entity, to:

Name: Lynn Sinnott, President/CEO
Address: 1219 Dunn Ave.
City, State, Zip Code: Daytona Beach, FL 32114
Telephone: (386) 944-7818
Facsimile: (386) 258-7677

6.5 *Change of address:* Each party named above may change its address and that of its representatives for notice by giving notice thereof in the manner provided above.

6.6 *Counterparts and facsimiles:* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

6.7 *Governing law:* The validity performance construction and effect of this Agreement shall be governed by the substantive laws of the State of Florida without regard to the provisions of choice of law thereunder. Either party may enforce any claim arising out of this Agreement, or any amendment, instrument, document or agreement delivered or that may in the future be delivered in connection herewith, in any state or federal court having subject matter jurisdiction and located in Volusia County, Florida.

Limitation of Liability

Neither party shall be liable to the other party for any incidental, consequential, special or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise, even if the other party has been advised of the possibility of such damages.

In witness whereof, each of the undersigned has caused this Agreement to be duly executed in its name and in its behalf effective as of the Effective Date first hereinabove written.

Business Associate: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Easter Seals _____

By: _____

Print Name: _____

Title: _____

Date: _____