

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

This 2011-14 Provider Agreement, for the Implementation of and Participation in the local Early Steps System of Care provided under the Individuals with Disabilities Education Act (IDEA), Part C, is entered into by and between Easter Seals Florida, Inc. ("Treasure Coast Early Steps System of Care" or "TCES") and \_\_\_\_\_ ("Early Steps Provider Agency" or "Provider").

**INTRODUCTION:**

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

Participants agree to:

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

**TREASURE COAST EARLY STEPS PROVIDER REQUIREMENTS:**

1. All individuals must provide documentation of satisfactory enrollment within one of the provider classes specified in the Children's Medical Service (CMS) Provider Management System as noted in the Early Steps Policy Handbook and Operations Guide (PHOG) 10.3.1, prior to providing service to eligible children enrolled in TCES.
2. All licensed health care professionals, Infant Toddler Developmental Specialists (ITDSs) and Early Intervention (EI) providers must provide documentation of satisfactory enrollment in the Florida Medicaid program for their discipline and adhere to the requirements in the appropriate Medicaid Handbook as specified in the PHOG, 10.5.6.
3. All therapists must be dually enrolled as early interventionists or document that an EI (early interventionist) application has been submitted to Florida Medicaid and is pending approval as specified in the PHOG 10.5.3.
4. All individuals providing early intervention services under this agreement must satisfactorily enroll in the TCES Community Provider Network prior to providing services to eligible children enrolled in TCES.
5. **FAILURE TO NOTIFY TCES OF THE USE OF A NEW PROVIDER OR ANY OTHER CHANGE IN THE TERMS OF THIS AGREEMENT IS CONSIDERED FRAUDULENT AND IS GROUNDS FOR TERMINATION.**

6. Recognize the IFSP as the authorizing document for services, including:
  - **Frequency** (how often you see the child each week, for example one time per week)
  - **Intensity** (how long you see the child during each visit), and
  - **Duration of services** (authorization period, for example a maximum of 6 months)
  - **Payor** (utilize Early Steps Part C funding as payor of last resort).
  - **Location of services:** Service provision will be provided in the child's natural environment as defined on the IFSP and any changes will be done in collaboration with the family and TCES IFSP Team.
7. Agree that all initial screening and evaluation services will be conducted through TCES staff or their designees.
8. Refer all potentially eligible children age birth to three to TCES utilizing the Referral Form within two (2) working days of receipt of initial referral of the child to the Provider. (IDEA Part C 34 CFR 303.321 Comprehensive Child Find System Requirements).
9. Upon receipt of a referral from TCES, the Provider agrees to immediately confirm acceptance or denial of the child/family's third party insurance, Medicaid or Medicaid HMO for Early Steps services with the family and the Family Service Coordinator (FSC). **Failure to follow third party insurance protocols and participation standards will result in denial of Part C reimbursement.**
10. Agree that service delivery will begin within thirty (30) days once Early Steps eligibility is determined, and an IFSP is written.
11. Agree that if service delivery cannot be implemented within thirty (30) days, the Provider will immediately notify the family and the FSC so alternate service providers can be identified.
12. Agree to consult with the family and the FSC prior to any change in services, including increase, decrease, termination or a break lasting more than one week. Changes in service location, frequency, intensity, or duration must be approved in advance by the IFSP team, including the family and FSC at a minimum.
13. Agree to immediately notify the family and the FSC of any change in third party insurance, Medicaid or other funding source coverage.
14. Agree to bill, when applicable, third party insurance, Medicaid, and community funding sources prior to utilizing Early Steps funds as the "payor of last resort" as identified on the IFSP.
15. Agree to verify, on a monthly basis, the Medicaid eligibility status of each child who is known to be eligible for Medicaid and is receiving services from that Provider. In the event of a change in the Medicaid status, the Provider will notify the FSC by the third business day of the month in which the status change occurs.
16. Agree to accept the TCES established rate of reimbursement as payment-in-full for Early Steps services if the payment from third party insurance, Medicaid or community agencies is at or above the TCES rate of reimbursement.
17. Agree to accept payment for services from TCES as authorized on the IFSP upon receipt of program funds from the Early Steps State Office (ESSO).
18. Agree that families will have no "out of pocket" expenses associated with their child's Early Steps services.
19. Agree to accept Medicaid and other third party insurances and to submit, on an annual basis, a listing of commercial insurance carriers with whom the Provider is enrolled. Provider agrees to immediately notify TCES of updates and/or changes to this list.
20. Agree to follow industry standard business practices regarding in- and out-of-network insurance verification, pre-authorization, provider enrollment, and timely billing for each

child's individual third party insurance, Medicaid, Medicaid HMO or other funding sources to maximize its use.

21. Billing packets must be received at the TCES billing office at 2010 Mizell Avenue, Winter Park, FL 32792 by the sixth (6<sup>th</sup>) of each month, for services delivered in the prior month. The billing packet will contain: a signed, summary invoice for all services billed to Early Steps, completed Interventions/Appointments/Referrals (IAR) forms, natural environment travel logs, daily MapQuest documentation and insurance EOB's for every Early Steps eligible child receiving services, regardless of the funding source. All billing forms can be accessed at <http://fl.easterseals.com/TCESProviderPage>.
22. Agree to bill the payor listed on the IFSP within sixty (60) days from the date of service. Please refer to the Payment Schedule posted at <http://fl.easterseals.com/TCESProviderPage>. If insurance or Medicaid has been listed as the payor and Early Steps funds are being requested, a copy of the written denial or EOB must be attached to the claim and submitted to the TCES billing office within sixty (60) days of receipt. Failure to do so will result in denial of reimbursement from Early Steps Part C funds.
23. **Agree that in the event final billing documentation is received by the TCES billing office after the sixth (6<sup>th</sup>) day of the month following the expiration or termination of this Agreement, payment to provider may be delayed or denied completely due to the unavailability of funds.**
24. Agree to maintain accurate and complete records for each service performed under this Agreement, and comply with all applicable federal, state, and local laws and regulations regarding the confidentiality and maintenance of records.
25. Agree to submit to the FSC the following reports: a) initial and ongoing plans of care, and b) progress reports for use at the six (6) month IFSP review and annual IFSP update.
26. Agree to retain all records for a period of up to six (6) years after a child's discharge.
27. Agree to fully comply with periodic site monitoring and further agree to deliver within five (5) working days original records or a copy of the record as requested, at no cost to the TCES.
28. Agree to provide within ten (10) working days of a family's request a copy of the child's treatment record. This will be provided at no cost to the family.
29. At its sole cost and expense, shall maintain policies of comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers' compensation insurance to insure the Provider against any claim or claims for damages arising in connection with the performance of Provider's responsibilities under this agreement. Such policies shall provide coverage in the aggregate as indicated below. Provider shall notify TCES in writing within twenty-four (24) hours of receiving any notice of cancellation of the insurance, or within one week of any other change (other than cancellation) in liability coverage and costs thereof.
  - A. **Comprehensive general liability insurance:** Provide a minimum of one million dollars per occurrence and three million dollars aggregate coverage AND name Easter Seals Florida, Inc. as a "Named Additional Insured" on policy, or sign the addendum on page 7.
  - B. **Professional liability insurance:** Provide a minimum of one million dollars per occurrence and three million dollars aggregate coverage AND name Easter Seals Florida, Inc. as a "Named Additional Insured" on policy.
  - C. **Automobile liability insurance:** Provide proof of current coverage for this policy. This applies to providers who anticipate submitting requests for travel reimbursement.
  - D. **Workers' compensation insurance:** Provide proof of Workers' Compensation or proof of exemption.

The Provider will submit all required Certificates of Insurance to the Treasure Coast Early Steps program at the time this agreement is signed.

30. **Provider shall notify TCES within twenty-four (24) hours of becoming aware that the Provider, or any of its employees, agents, representatives, contractors or subcontractors providing services under this Agreement:**
  - a) **Is no longer providing services under this Agreement;**
  - b) **Has a license which is under investigation or has been revoked, suspended or restricted**
  - c) **Has been pended or dis-enrolled from the Florida Medicaid Program, or is under investigation by the Agency for Health Care Administration or one or more of the following: Departments of Health, Children and Families or Protective Services;**
  - d) **Receives a notice of intent to be sued, served with process, or receives any notifications that it or any of its employees, agents, representatives, contractors, or subcontractors providing services under this Agreement is the subject of an action for professional malpractice.**
31. Agree to submit to TCES on an annual basis, Provider Agency and individual provider packets as defined on the corresponding checklists for enrollment. The Provider Agency shall maintain all necessary and applicable individual licenses and certifications and shall forward a copy of each renewal to TCES upon receipt.
32. Agree to abide by the established Policies and Procedures as outlined in the PHOG [http://www.cms-kids.com/home/resources/es\\_policy\\_0710/es\\_policy.html](http://www.cms-kids.com/home/resources/es_policy_0710/es_policy.html)
33. Agree to follow the Dispute Resolution Process as outlined in the PHOG [http://www.cms-kids.com/home/resources/es\\_policy\\_0710/es\\_policy.html](http://www.cms-kids.com/home/resources/es_policy_0710/es_policy.html) 8.11.0.
34. Agree to abide by the confidentiality and security requirements of IDEA Part C and the Health Insurance Portability and Accountability Act (HIPAA), found in PHOG component 8.6.0 Right to Confidentiality.
35. Comply with the requirements of the **Governor's Executive Order 11-02**, which mandates the use the **E-Verify System** to verify the employment eligibility of all persons employed during the term of this agreement.
36. Use the links provided below to access the E-Verify System and comply with the terms of the Executive Order 11-02. You will be required to register in the system and sign an electronic Memorandum of Agreement pertaining to system use. Download and save a copy of the MOA and submit with this agreement as documentation of your compliance.  
E-Verify System:  
<https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>  
Executive Order 11-02:  
[http://www.flgov.com/wp-content/uploads/2011/01/scott.eo\\_two .pdf](http://www.flgov.com/wp-content/uploads/2011/01/scott.eo_two.pdf)

#### **TREASURE COAST EARLY STEPS AGREES TO:**

1. Reimburse enrolled Provider(s) according to the Medicaid/Early Steps rates, within seven (7) business days upon receipt of funds from the Department of Health Children's Medical Services Early Steps Program. Reimbursement will be dependent upon receipt of program contracted funds and presentation of a signed, dated invoice reflecting actual services provided and delivered to eligible children/families as authorized on the IFSP when proper billing procedures are followed.
2. Provide the link to and comply with all appropriate policies and procedures in the PHOG [http://www.cms-kids.com/home/resources/es\\_policy\\_0710/es\\_policy.html](http://www.cms-kids.com/home/resources/es_policy_0710/es_policy.html)
3. Authorize early intervention services as one hour sessions within the Primary Service Provider (PSP) Team model on each child's IFSP.

4. Reimburse for early intervention services as authorized on each child's IFSP and provided within **natural environments at the Medicaid/Early Steps rates in effect on the date of service, currently:**

- PT/OT/ST = \$67.88 per hourly visit
- EI = \$50.00 per hourly visit
- **Natural Environment Travel Log with parent/caregiver signature and daily MapQuest documentation is required for reimbursement of .50 cents per minute with a maximum of 60 minutes round trip. This is subject to change based upon available funding. TCES will provide prior notification of any change in reimbursement rate.**
- IFSP delivered services provided in a setting other than a natural environment must have a written TCES justification. These are limited to services authorized in half hour sessions and reimbursed at the Medicaid rate: PT/OT/ST = \$33.94 per half hour

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

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

If to TCES: Easter Seals Florida, Inc  
520 N. Semoran Blvd. Suite 280  
Orlando, FL 32807  
Attn: Susan Ventura, President/CEO

If to Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Term:** This Agreement will commence on July 1, 2011 or the date signed by both parties whichever is later, and remain in effect through June 30, 2014.

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

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

Your signature on this **2011-14** TCES Provider Agreement reflects the commitment of Provider and staff to natural environments service delivery and the guiding principles of IDEA Part C and is necessary for participation in the Treasure Coast Early Steps System of Care.

PROVIDER:

EASTER SEALS FLORIDA, INC.  
Treasure Coast Early Steps Program

\_\_\_\_\_  
Provider Name (please print)

Susan Ventura  
Easter Seals Florida, Inc. / TCES

\_\_\_\_\_  
Provider Title (please print)

President and CEO  
Title

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Provider Street Address: \_\_\_\_\_

Provider City, State, Zip: \_\_\_\_\_

Provider Phone: \_\_\_\_\_

Provider Cell: \_\_\_\_\_

Provider Fax: \_\_\_\_\_

Provider E-mail: \_\_\_\_\_

Provider Billing Contact: \_\_\_\_\_

**Check one:**

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

\_\_\_\_\_ I certify that there are multiple individuals in the agency working under this agreement and have attached a list of their names for your records.

**ADDENDUM TO 2011-14 TCES PROVIDER AGREEMENT**  
**(To waive the requirement for comprehensive general liability insurance, when applicable)**

This is an Addendum to the 2011-14 TCES Provider Agreement entered into by \_\_\_\_\_ (PROVIDER AGENCY), and Easter Seals Florida, Inc. (Treasure Coast Early Steps Program, or TCES).

The PROVIDER attests that they:

1. Have no clinical premises and, further, that all services under the Provider Agreement are conducted in the child's' home, day care facility, or other natural environment.
2. Do not have Comprehensive General Liability insurance coverage.
3. Are compliant with all other provisions of item 29, page 3 (three) of the 2011-14 TCES Provider Agreement; including Professional Liability coverage with Easter Seals Florida, as named additional insured, proof of current automobile liability insurance, and Workers' Compensation insurance or Workers' Compensation waiver from the State of Florida.

ESF TCES agrees to waive the requirement for Comprehensive General Liability insurance coverage as stated in item 29 on page 3 (three) of the Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

_____ Provider Agency Name	<u>EASTER SEALS FLORIDA, INC.</u> Treasure Coast Early Steps
_____ Provider Name (please print)	<u>Susan Ventura</u> Easter Seals Florida, Inc. / TCES
_____ Provider Title (please print)	<u>President and CEO</u> Title
_____ Signature	_____ Signature
_____ Date	_____ Date