This contract is entered into between The Health Planning Council of Southwest Florida, Inc., hereinafter referred to as the “H.P.C.” and, «Business» «Firstname» «Lastname» hereinafter referred to as the “Provider”.

**THE PARTIES AGREE:**

1. **The Provider AGREES:**
2. **Administration**
3. To procure, maintain and provide an up to date copy to H.P.C., throughout the period of this Contract, comprehensive general liability insurance as required by the State of Florida Department of Health’s Contract.
4. To provide evidence of a minimum of one million $1,000,000 per occurrence, $3,000,000 aggregate in comprehensive professional liability insurance for each Early Steps provider to H.P.C. with this contract and with each policy renewal.
5. To ensure all providers have a copy of their Medicaid welcome letter OR other proof of a Cleared FBI Level II Background Check, and to provide a copy to H.P.C.
   1. All proof of Cleared Background Checks must be within the past 5 years.
6. To neither assign the responsibility of this agreement to another party nor subcontract for any of the work contemplated under this agreement without prior written notification to H.P.C. Any assignment or subcontract for the work contemplated under this agreement must be expressly subject to the provisions of this agreement. In the event of a conflict between the terms of an agreement of assignment or subcontract and this agreement between H.P.C. and Provider, this agreement will control. Additionally, any assignment or subcontract does not affect or reduce Provider’s obligations thereunder, which shall continue in full effect to the same extent as though no assignment or subcontract had been made.
7. To ensure all Audiologists providing direct services to children/families are enrolled as an early Steps provider..
8. To provide the H.P.C with a copy of its annual financial and compliance audit (this is a requirement only if the provider expends or obligates$500,000 or more in federal funds annually from all federal sources).
9. To acknowledge the source of funding through this contract originates from CFDA #84.181 on the Provider Checklist (Attachment 1).
10. To provide evidence of workers compensation coverage or completed Workers Compensation Exemption Form (Attachment 2) and return it with this contract if required.
11. To provide a completed U.S. Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (Attachment 3).
12. To utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all persons employed during the contract term by the provider to perform employment duties within Florida, **or** to provide a completed United States Internal Revenue Service Form I-9 (Employment Eligibility Verification) (Attachment 4), for each **new provider** to H.P.C. who will verify employment eligibility using the E-verify system, within 3 days of receipt of the signed contract.
13. To acknowledge receipt of their Vendor/Sub-recipient relationship under the DOH Early Steps contract on the Provider Checklist (Attachment 1).
14. To acknowledge review of the PHOG on the Provider Checklist (Attachment 1) <http://www.floridahealth.gov/AlternateSites/CMS-Kids/home/resources/es_policy/es_Policy.html>. This document delineates the delivery standards, procedures, and requirements for the State of Florida Early Steps Program. It is the **Provider’s** **responsibility** to read said Guidelines.
15. To acknowledge review of the appropriate Medicaid provider handbooks on the Provider Checklist (Attachment 1). A copy of the current provider Medicaid Early Intervention Services Handbook is housed at the Health Planning Council of Southwest Florida, 8961 Daniels Center Drive, Suite 401, Fort Myers, FL 33912 telephone 239-433-6700, and is available on-line at <http://portal.flmmis.com/flpublic/>. It is the **Provider’s responsibility** to read said Guidelines.
16. On request, all Providers will make available to H.P.C. the documentation of completion of all (1) Mandatory State of Florida Early Steps Orientation Modules within Ninety (90) days after Modules have been offered by the State Program Office (2) Completion of Annual HIPAA training, (3) the attendance of twelve (12) hours of early intervention related continuing education per year, (4) current CPR certification.
17. **Service delivery**
18. To provide services, which meet Florida’s Department of Health hereinafter referred to as “FDOH” standards, defined in the H.P.C.’s contract with FDOH. The Provider will comply with the standard contract provisions. The Provider hereby acknowledges review of the H.P.C.’s contract with FDOH, a copy of which is housed at the Health Planning Council of Southwest Florida, Inc.’s office, 8961 Daniels Center Drive, Suite 401, Fort Myers, Florida 33912, telephone 239 433-6700. The terms of which are hereby incorporated by reference.
19. To provide services for Part C eligible infants and toddlers, ages birth through age two (2) in accordance with provisions of the ***Early Steps Policy Handbook and Operations Guide*** (PHOG), including all appendices and officially dated updates, hereby incorporated by reference.
20. To provide only those services authorized on the Individualized Family Support Plan (IFSP) and only at the frequency, intensity and duration indicated on the IFSP. Providers must not provide services to families in addition to those listed on the IFSP.
    1. To begin services NO LATER than **30 days** after service authorization on the IFSP. The Provider Referral Checklist (Attachment 5) will be returned by the 15th of the following month after the initial date of service, and will include the initial date of service and written documentation of all attempts to schedule the first visit with the family.
21. To return any referral packets within five (5)-business days for inability to provide services and notify the Service Coordinator immediately. Providers **under no circumstances** will maintain a waiting list for Part C children and families.
22. To document missed sessions and reasons for missed sessions in the client record.
    1. After a Family misses a second scheduled appointment, **without advanced notice**, the Provider will contact the Family’s Service Coordinator (SC) within five (5)-business days and work with the SC to re-establish services or to end services due to unsuccessful attempts to contact.
    2. All of these actions must be documented in your Provider File.
23. **Protect the rights of families enrolled in the Early Steps Program**
24. To adhere to the established Part C Procedural Safeguards, and Complaint Procedures through which families may present grievances about the operation of the service program. Provider will advise families of these safeguards and of their right to a fair hearing in these respects.
25. To provide the family with a copy of the ***Early Steps Summary of Family Rights*** brochure. (Attachment 6), whenever an applicant or family requests a fair hearing, or has questions about the IFSP document or process.
26. **Records and Quality Assurance**
27. To maintain client records in a manner that is current, detailed, and organized and permits effective and confidential patient care.
28. To maintain records and information including, but not limited to, information relating to the provision of covered services to Early Steps children, the cost of said services, and payment received by the provider on behalf of the client. Providers will document each encounter/service provided to an eligible child/family member in the child’s intervention record, including date, beginning and ending time, provider and**caregiver signature,** in accordance with the current Medicaid and /or other third party insurance requirements.
29. To maintain client records for six (6) years, from date of service (in accordance with the State of Florida Children’s Medical Service Program Provider Handbook and as stated in the H.P.C. Contract) including after this agreement is terminated.
30. To make medical records available to other healthcare providers, subject to applicable confidentiality requirements, when such records are necessary for evaluating and treating the client.
31. To make available Early Steps client’s records to the client or their family (for dependent children) upon request.
32. To make records available to HPC, for review as may be necessary for quality assurance reviews or as may be necessary to comply with the provisions of Florida laws and regulations.
33. To pre-authorize any services authorized on the IFSP in accordance with the current Medicaid, and/or Third party insurance guidelines as appropriate.
34. To notify the H.P.C. and the family of eligible children currently served of staff changes, gaps in service of more than two weeks, at least two (2) weeks prior to said change.
35. To notify H.P.C in the event that the provider is suspended or other action is taken which could result in the loss of privilege to provide services.
36. To comply with the Health Insurance Portability Accountability Act (HIPAA) in all regulations promulgated there under.
37. To accommodate one on-site visit if requested by H.P.C. staff to review security policies, client files and financial records. In addition each provider may receive an on-site observation while providing services for quality assurance monitoring. A record of these visits will be kept in the provider file at HPC.
38. **Referrals**
39. to refer all potentially eligible children to Early Steps of Southwest Florida or Gulf Central Early Steps, within seven (7) days of initial contact with the family in accordance with Federal Child Find requirements for Individuals with Disabilities Education Act hereinafter referred to “IDEA”, Part C, herein incorporated by reference.
40. **Reimbursement**
41. Services will be compensated based on the client’s funding source. There are no co-payments or deductibles in this program.
42. The provider will accept the payment rate as established by the State of Florida Agency for Health Care Administration, the Florida Department of Health, and/or H.P.C. and ensure that payment in excess of the Medicaid or CMS/Early Steps program payment rate is not requested from the family or H.P.C
43. To verify and pre-authorize any current third party private insurance, Medicaid or Medicaid managed care entity coverage for eligible children being served at least monthly and report any changes to the H.P.C. To immediately inform the child’s Service Coordinator if the Provider becomes aware of the availability or loss of insurance coverage of an Early Steps recipient.
44. For Medicaid Clients: All Medicaid covered therapy program services are to be billed to Medicaid or Medicaid managed care entity in which the child is enrolled.
45. To bill any identified third party payer within **sixty (60)** days of date of service according to the terms and conditions of said payer source, and to report the intervention to HPC with the monthly deliverables.
46. All services will be reimbursed at the rate listed on the current Early Steps Taxonomy.

### Billing Requirements:

The following documentation must be submitted to the local Early Steps office by the due date. Payment may be recouped if submitted documentation does not support claim.

1. **Early Steps Monthly Claims** are due by the end of business on the fifteenth (15th) day of the month following the date of service. The June 2017 (Final) invoice will be submitted no later than July 5, 2017.
2. Third party insurance denials, Medicaid denials or contracts with third party insurance restricting billing of specific services, must be submitted in order to receive any Part C Payments or a documented exception on the Provider’s G-Form Authorization.

*Other Billing Requirements:*

1. Insurance and/or Medicaid must be billed within 60 days of date of service, if applicable, as Part C is the payer of last resort.
2. Any payment made to the Provider for a service, which is subsequently reimbursed by a third party payer source, must be refunded to H.P.C. / Early Steps.
3. Provider will submit accurate reports and/or data as required. In the event incorrect data is submitted, including, but not limited to, unauthorized services, discrepancies in number of units of service or inappropriate rates, H.P.C. is authorized to return the Provider’s Invoice.
   1. The Provider will be granted five (5)-business days from the date the invoice is returned to them, to resubmit a proper invoice or produce evidence to support the discrepancies.

### *Third Party Insurance and Medicaid Payer Sources:*

1. The federal IDEA Part C legislation mandates that Part C be the payer of last resort.
2. Families **must utilize** their insurance or HMO Medicaid when the family is enrolled in the Medicaid program and the service is a Medicaid billable service.
3. Consent for the use of Medicaid and Third Party Insurance will be obtained prior to the release of information for billing purposes.
4. Providers must inform the child’s Service Coordinator within five (5) working days in the event that a child becomes ineligible for Medicaid. The Team service coordinator will pursue the reason for denial with the family and assist with Medicaid renewal eligibility.
5. Providers must notify the child’s Service Coordinator within five (5) working days in the event that insurance coverage for a service discontinues.

**II. THE Health Planning Council of Southwest Florida, Inc. AGREES:**

1. **Payment Rate:**
2. To pay for authorized services according to the terms and conditions identified on the eligible child’s Individualized Family Support Plan (IFSP), subject to the availability of funds. Rates may be adjusted during the authorization period based on changes determined by the State of Florida Children Medical Service Program Office and Early Steps. The current fee schedule is provided in Attachment 7. Provider understands and is in agreement that the funding for payment to Provider thereunder is provided by the State of Florida. The H.P.C.’s performance and obligation to pay under this agreement is contingent upon the availability of funds provided by the State of Florida as referenced herein. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.
3. **Contract Payment/Data:**
4. The Provider will record all services provided under the auspices of Early Steps and the Early Steps Program Data System, as required by the State of Florida Department of Health and Early Steps, whether or not funding is requested. The H.P.C. will use this data to comply with federal data reporting requirements. Early Steps Providers will be required to submit data for ALL services provided to Part C families to the local Early Steps office. This includes Medicaid, private insurance and other third party funded services.
5. The deliverables as listed above will constitute the request for payment. The Early Steps of SWFL fiscal billing report will be the report which lists the specific services provided by the agency, which are funded with Early Steps of SWFL funds. Reports for services funded by other payers will be available upon request.
6. Upon inspection and approval of a properly prepared invoice received within the proper time frame, the H.P.C. will process said invoice for payment. Invoices submitted with incorrect data, including billing part C for services eligible for third party reimbursement will be returned to the provider for correction prior to processing. Invoices submitted after 60 days from date of service will not be paid.
7. Payment will be made by HPC within thirty (30) days of receipt of properly prepared claims.
8. H.P.C. reserves the right to determine if or when Part C funds may be used in emergency situations or when determination of payment responsibility has not been made and a service must be provided prior to such a determination. In such cases, the H.P.C. agrees to so inform the Provider.
9. HPC will reimburse provider through Electronic Funds Transfer (EFT) on receipt of the EFT enrollment form.

**III. THE PROVIDER AND HEALTH PLANNING COUNCIL OF SOUTHWEST FLORIDA,** **INC. MUTUALLY AGREE:**

**A. Effective Date:**

1. This subcontract shall begin on July 1, 2017 and will terminate on June 30, 2018 as long as the Provider abides by the guidelines of this agreement, unless otherwise terminated as provided herein, and funding is available.
2. **Contractual Relationship:**
3. The relationship of the parties shall be an independent contractor relationship and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this contract shall be considered employees of that party and shall in no way, neither directly nor indirectly be considered employees of the other party.
4. **Disciplinary Policy:**
5. The following actions may result in disciplinary action, including but not limited to immediate suspension of the contract pending investigation, immediate **termination of this contract,** and dis-enrollment from the Part C Provider Network.

*Actions leading to disciplinary investigation include but are not limited to:*

1. The revocation, suspension or limitation of a provider’s health care license
2. The revocation, suspension or limitation of a provider’s right to participate in the Medicaid program;
3. Findings of professional misconduct or incompetence by any governmental entity or professional organization with competent jurisdiction;
4. Failure to provide competent service or to comply with Early Steps Policy Handbook and Operations Guide.
5. Findings of fraud, embezzlement, acts of moral turpitude, dishonesty, or any other acts which might adversely affect Children's Medical Services, HPC, or Early Steps clients or families;
6. Legal incompetence, repeated or untreated substance abuse or total and/or permanent incapacity;
7. Failure to comply with the CMS provider approval and re-approval processes and criteria;
8. Willful falsification of any documents including, but not limited to, enrollment documents, training documents, invoices, mileage logs, children’s records.
9. Misrepresentation of use of service delivery time, e.g. conducting personal business during times reported for service delivery, and travel.
10. Any intimidating or threatening behavior targeted towards children and/or families or Early Steps employees, staff or any other provider or professional.
11. Failure to maintain confidentiality concerning children and families.
12. Failure to comply with quality assurance monitoring.
13. Inadequate correction of non-compliance with Early Steps policies or procedures identified by HPC staff during quality assurance monitoring.
14. **Termination**

1. **Termination at will:** This subcontract may be terminated by either party upon no less than thirty (30) calendar days’ notice, without cause, unless a shorter time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested or in person, with proof of delivery.

2. **Termination due to lack of funds:** In the event that funds to finance this subcontract become unavailable, the H.P.C. may terminate the subcontract upon no less than twenty-four (24) hours’ notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. The H.P.C. shall be the final authority as to the availability of funds.

3. **Termination for breach:** Unless the Provider’s breach is waived by the H.P.C. in writing, the H.P.C. may, by written notice to the Provider, terminate this subcontract after no less than twenty-four (24) hours’ notice. Said notice shall be delivered by certified mail, return receipt requested or in person, with proof of delivery. Waiver of breach of any provision of this subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract.

The provisions of this subparagraph do not limit the H.P.C.’s right to remedies at law or to damage.

1. **Notice and Contact**
2. The name, address, and telephone number of the Health Planning Council of Southwest Florida, Inc. for the purposes of this subcontract is:

Dr. Edward Houck - President

The Health Planning Council of Southwest Florida, Inc

8961 Daniels Center Drive, Suite #401

Fort Myers, Florida 33912

(239) 433-6700

1. The name, telephone number and e-mail address of the representative of the Provider responsible for administration of the program under this subcontract and the official agency address for the Provider is:

«Firstname» «Lastname»

«Agency Address1»

«Agency City», «Agency State\_Agency Zip\_Code»

«HomePhone» «Email\_Address»

Cell Phone:

1. In the event that different representatives are designated by either party after the execution of this subcontract, notice of the name of the new representative will be rendered in writing to the other part and official agency address, and said Notification attached to the originals of this subcontract.

**F. Payment of Authorized Service:**

This subcontract does not obligate the Early Steps Program to pay the Provider unless the services rendered were previously authorized on the current Individualized Family Support Plan.

**G.** **Indemnification:**

Provider, its’ assignees, agents, or subcontractors, agrees to indemnify and hold the H.P.C., its’ assignees, agents, or subcontractors, harmless from all claims, liabilities, damages, losses, and expenses, including attorney’s fees and court costs, asserted by a third party for negligent acts or omission committed by Provider, its’ assignees, agents, or subcontractors, during the term of this agreement. The terms of this paragraph shall survive any termination of this agreement.

1. **Renegotiation or Modification:**
2. This agreement and any Attachments represent the entire agreement between the parties hereto. Modification of the provisions of this agreement shall be valid only when they have been reduced to writing and duly signed by both Provider and the H.P.C.
3. The Provider is to be made aware that the agreement will be amended to incorporate the provisions of a sliding fee schedule and/or a family financial participation mechanism in compliance with the State of Florida Part C Federal Grant Application and the proviso language in the Appropriations Act, at such time as the State of Florida Children’s Medical Services (CMS) Program office develops procedures for such a mechanism.
4. **Venue**
5. This agreement shall be construed under the laws of the State of Florida and any action brought to enforce the terms of this agreement shall be brought in the appropriate Court in Lee County, Florida.

**J. Name, Address of Payee:**

The name (Provider names as shown on page one of this contract) and mailing address of the official payee to whom payment shall be made is:

«Business»

«Firstname» «Lastname»

«Address1»

«City», «State\_Zip\_Code»

**IV. ALL TERMS AND CONDITIONS INCLUDED:**

This Subcontract and the Attachments referenced, Attachments 1 through 7, the State of Florida Department of Health Contract, contain all the terms and conditions agreed upon by the parties.

**IN WITNESS WHEREOF,** the parties have caused this contract to be executed by their undersigned officials, as duly authorized.

**PROVIDER:** «Business»

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**«Firstname» «Lastname»**

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Tax ID Number / Social Security Number

**The Health Planning Council of Southwest Florida, Inc.**

Early Steps of Southwest Florida and / or Gulf Central Early Steps Programs

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**Edward W. Houck, President / CEO**

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