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”.

**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 36 months who are eligible for IDEA part C early steps services in the counties: Charlotte, Collier, Desoto, Hendry, Hardee, Highlands, Glades, Lee, Sarasota, and Manatee.

The early steps system of care supports and enhances the capacity of families and caregivers for utilizing developmental learning opportunities within the child and families in daily routines, activities, and everyday places. Early steps providers use coaching with families and other members of the team, as part of an evidence-based Primary Service Provider (PSP) Teaming approach to service delivery.

**THE PARTIES AGREE:**

**Provider Responsibilities:**

1. **SERVICE DELIVERY**
2. **Standards of Service:** The Provider will adhere to the 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, and available on the HPC website www.hpcswf.com. The terms of which are hereby incorporated by reference.
3. **Service Provision:** The Provider will provide face to face and tele-health services for Part C eligible infants and toddlers, age’s birth through two (2) in accordance with provisions of the ***Early Steps Policy Handbook and Operations Guide*** (PHOG) which is found at (www.cms-kids.com), including all appendices and officially dated updates, hereby incorporated by reference.
4. **Zone Team Assignment:** The Provider will accept assignment to a permanent zone team as identified on the provider checklist (attachment 1), if invited to do so via the Local Early Steps (LES) Office. The LES office will try to assign each provider to only one zone, but there may be individual cases where the provider is assigned to additional zones. The assignment includes a commitment to provide at least 16 hours of time to Early Steps families per week, including attending team meetings, IFSP reviews, travel time and other services as authorized on the child’s Individualized Family Support Plan (IFSP). Providers cannot be guaranteed specific numbers of referrals, geographical locations or service delivery hours.
5. **Provide Services as authorized:** The Individualized Family Support Plan (IFSP) will be accepted as the authorizing document for services and only at the frequency, intensity, duration and payer as indicated on the IFSP. Providers must not provide services to families in addition to those listed on the IFSP.
6. **Services must begin within 30 days:** Providers will ensure services begin within 30 days of the IFSP date. All attempts to schedule with the family must be documented on the Referral Checklist / 30-day form and returned to the Service Coordinator within 10 days, so the start date can be entered into the Early Steps data system. The local Early Steps program will receive financial penalties if services are started later than 30 days. The Provider agrees to prioritize starting services within 30 days, and will not delay services even when the responsible payer of the services is in question.
7. **Return of referrals:** The Provider agrees 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.
8. **Natural Environment:** The Provider will provide all services in the natural environment. Providers and agencies that do not provide any services in the natural environment will not be eligible to sign this Provider contract.
9. **Gaps in Services**: The Provider will notify H.P.C., the SC, the zone team 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 the change.
10. **Missed Sessions**: If a family misses a second scheduled appointment, **without advanced notice**, or shows a repeated pattern of cancelations, the Provider will contact the family’s Service Coordinator (SC) within five (5)-business days and work with the SC to re-establish services.
11. **Client Progress Monitoring:** Monitor the child’s progress using assessment tools appropriate for the child and family. Document a current assessment of the child and family including progress toward outcomes and goals at least every 6 months, and provide a copy to the Service Coordinator one week prior to the periodic or annual review, and to the LEA prior to the staffing for transitioning children.
12. **Child Outcomes:** The Primary Service Provider must ensure EXIT COS ratings are completed on **all children** who leave the program after a period of at least 6 months. The Local Early Steps programs are being evaluated based on their child outcomes so timely and accurate reporting of EXIT COS rating is required.
13. **PROVIDER ENROLLMENT and TRAINING**
14. **Provider Enrollment:** All individuals providing services through this agreement must submit documentation for satisfactory enrollment in one of the provider classes specified in the current early steps Program Handbook and Operations Guide (PHOG) [www.cms-kids.com](http://www.cms-kids.com) prior to providing service to eligible children involved in early steps.
15. **Medicaid Enrollment:** All licensed healthcare professionals and Infant Toddler Developmental Specialist must provide documentation of satisfactory enrollment in the Florida Medicaid program for their discipline. Providers must adhere to all Medicaid guidelines applicable to their Medicaid enrollment. Therapists must be dually enrolled in Medicaid and early steps as an early intervention provider.
16. **Re-enrollment:** All enrolled early steps providers must re-enroll every three years to continue to provide services to children in early steps.
17. **Background Screening:** Evidence of a eligible FBI Level II Background Check within the past 5 years, will be provided to H.P.C during enrollment. Providers must renew their background screening every 5 years and provide a copy of the screening to HPC. Providers must keep a copy of their background screening result or Medicaid welcome letter available when visiting licensed child-care facilities to provide services to Early Steps children, to comply with the Department of Children and Families (DCF) background screening requirements.
18. **Credentialing:** H.P.C. must be notified immediately of any credentialing changes that would affect or disqualify a Provider from continuing to be enrolled with Early Steps. For agencies with more than 1 provider list all providers and their service provider type in the enrollment status form (attachment 2).
19. **Initial Training:** Providers will submit evidence the following training has been completed by all providers.
    1. HIPAA training (at initial enrollment and annually)
    2. CPR certification (at initial enrollment and annually)
    3. Eligibility Evaluation Tool training (within 6-months of contract execution and annually)
    4. Completion of FSU Autism Navigator Jump Start Course (within 6 months of contract execution)
20. **FL-EPIC:** Service providers are required to participate in the professional development component of the state systemic improvement plan (SSIP). Participation in the initial phase requires completion of a two day initial workshop and providing video recordings of one early intervention session per service provider per month with the written permission of the families. Monthly feedback sessions with the implementation coach will occur to review the service providers home visit implementation of FL-EPIC practices and set goals to enhance the service providers professional development. A review checklist will be submitted with the video to the implementation coach to enhance reflection and problem solving. Additional supports include monthly trainings and regular communication with the implementation coach. Time commitments include proximately 12 hours per month over the course of six months. After the initial 6-month period, continued coaching will be required with a minimum of one annual video coaching session per provider. Your time participating in video reviews coaching sessions with the implementation coach and monthly trainings will be reimbursed at $25 per hour.
21. **ADMINISTRATION REQUIREMENTS**
22. **Clean Air and Clean Water Act:** Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
23. E-Verify: The Provider must comply with the Governor’s executive order 11-02 to use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the Provider during the contract term.  Sole-proprietors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. An affidavit certifying your adherence to this executive order must be signed and returned with this contract (attachment 3).
24. Equal Employment Opportunity: Provider must comply with President’s Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President’s Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
25. Pro-children act: Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider’s failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity.
26. **IRS Form W-9:** The Provider is required to submit a US Internal Revenue Form, W-9 to H.P.C., and to notify H.P.C. of any changes to the W9 that occur during the term of this contract.
27. **Workers Compensation:** To indicate Workers Compensation status (attachment 4) and to provide evidence of Workers Compensation coverage or Workers Compensation Exemption if required.
28. **Sub recipient of Federal Funds:** When signing this contract the provider acknowledges receipt of their Vendor/Sub-recipient relationship form and the receipt of Federal funds CFDA number 84.181. If Provider is determined to be a sub recipient of federal funds, Provider will comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a D-U-N-S (Data Universal Numbering System) number and registering with the Federal Central Contractor Registry (CCR). No payments will be issued until Provider has submitted a valid D-U-N-S number and evidence of registration (*i.e.,* a printed copy of the completed CCR registration) in CCR to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov). All Sub-recipients will submit to HPC a financial and compliance audit per §215.97 (FL Single Audit Act), F.S. and/or OMB 2 CFR Part F.
29. **Quality Assurance**: Providers may be required to participate in quality assurance monitoring activities. If you are selected for monitoring, HPC will send a written request for the required documentation to be provided for the monitoring. The results of the monitoring will be given to the provider in writing and if any deficiencies are identified the provider will be required to complete a corrective action plan. For providers who have not yet started their FL-EPIC training submission of an annual video recording of an early intervention session (with the written permission of the family) will be submitted for the purpose of a Quality Assurance review. The Provider will submit with the video: a completed Family Guided Routines Based Intervention coaching video reflection form using the manual for accuracy, and the session note from the session on the video. Providers who are currently participating in the FL-EPIC program do not have to submit this video.
30. **Safeguarding Information:** The Provider will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
31. **Insurance:** To procure, maintain and provide an up to date copy to H.P.C., throughout the period of this contract, and comprehensive general liability insurance as required by the State of Florida Department of Health’s Contract. 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.
32. **Assignments and Sub-contracts:** The Provider will 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 prevail. 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.
33. **Annual Financial and Compliance Audit:** 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).
34. **Discrimination:** Health Planning Council considers the refusal to provide a service to clients based on ethnicity, race, color, religion, disability, gender, sexual orientation, marital status, or type of third party insurance coverage as discrimination, which is prohibited.
35. **HIPAA, SECURITY and PRIVACY**
36. HIPAA: The Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as “HIPAA.” Providers are required to sign a Business Associates Agreement (BAA) to comply with HIPAA regulations (Attachment 5).
37. **Secure Communication:**
    1. Maintain a current telephone number, postal mailing address, an e-mail address, an encrypted email account and a HIPAA compliant video platform for tele-health services. Federal HIPAA regulations prohibit messages and files containing Protected Health Information (PHI) being sent through regular email.
    2. Any paper files containing PHI will be either hand carried or kept in a locked box / briefcase in the trunk of the vehicle. PHI must not be left in a vehicle overnight.
    3. Maintain computer access. The minimal computer software requirements include the ability to receive and read Microsoft Word, Excel and e-mail file attachments in Adobe Reader. To protect electronic information Providers will maintain active software for protection from computer viruses and will encrypt all computers and memory devices holding PHI.
    4. All faxed information must include a cover sheet with a HIPAA compliant confidentiality statement.
    5. The Provider must be able to speak, read and write fluently in English to ensure clear communication with other Providers and H.P.C. staff.
38. **Records (including electronic storage media), and Record Retention.**
39. To maintain client records in a manner that is consistent with the Medicaid, third party insurance and Department of Health requirements. The Provider will keep notes of each session with the family using the session note provided by H.P.C., or an alternative note used by your agency that meets the documentation requirements. The Session Note, Consultation and Individual Family Support Plan meeting forms can be found on the H.P.C. website.
    1. The Provider will document missed sessions and reasons for missed sessions on the referral checklist and in the client record.
40. **Record Retention:** The Provider will retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of (10) ten years from the last date of service. If an audit has been initiated and audit findings have not been resolved at the end of (10) ten years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
41. **Access to Records:** Persons duly authorized by DOH and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider’s records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained. Upon completion or termination of this contract and at the request of the Department of Health or HPC, Provider must, at its expense, cooperate with the Department of Health or HPC in the duplication and transfer of any said records or documents during the required retention period.”
42. **Record Requests:** 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, and to make available Early Steps client’s records to the client or their family (for dependent children) upon request and at no cost to the family.
43. **Inspection and Monitoring:** Provider acknowledges and understands it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes and will permit persons duly authorized by DOH or H.P.C. to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure DOH and / or H.P.C. of satisfactory performance of the terms and conditions of this contract. Following H.P.C.’s monitoring, at its sole and exclusive direction, H.P.C. may provide Provider with a written report or take other actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, and termination of this contract for cause.
44. **Protect the rights of families enrolled in the Early Steps program.**
45. **Procedural Safeguards:** The Provider will 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.
46. **Summary of Family Rights:** The Provider will provide the family with a copy of the ***Early Steps Summary of Family Rights*** brochure (available at [www.cms-kids.com](http://www.cms-kids.com)), whenever an applicant or family requests a fair hearing, or has questions about the IFSP document or process.
47. **Referrals:** The Provider will 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. Parental notification and consent for referral is encouraged.
48. **Reimbursement**
49. **Billing Manual:** The provider will follow the instructions in the HPC Billing Guidelines Manual (attachment 6).
50. **Ensure services are provided at no cost to the parent**: Services will be compensated based on the client’s funding source. Parents must receive the services on their IFSP at no cost and cannot be charged any fees for copays or deductibles.
51. **Fee schedule:** 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. The current rates are listed on the Early Steps Service Taxonomy (attachment 7).
52. **Part C funds must be used as the payer of last resort:** The Provider agrees to abide by the rules and regulations under IDEA which specifies Part C funds may only be used as the payer of last resort.
53. **Verification of Third Party Insurance:** The Provider will verify any current third party private insurance, Medicaid or Medicaid Managed Care entity coverage for eligible children being served at least monthly or in accordance with the policies of the payer of the service. The Provider will immediately inform the child’s Service Coordinator if the Provider becomes aware of the any changes to the Medicaid or insurance coverage of an Early Steps recipient.
54. **For Medicaid Clients:** All Medicaid covered services are to be billed to the Medicaid Managed Care entity in which the child is enrolled, in accordance with the rules and regulations of said organization.
55. **Enrollment in Medicaid Managed Care Organizations:** All Providers must attempt to enroll with all Medicaid Managed Care programs in their region prior to providing any services and providers will submit to H.P.C. documentation of the attempts to enroll if unsuccessful. Providers may choose to enroll under the MMA plan contract with HPC when that option is available. Please indicate your enrollment decisions on the form Third Party Insurance Participation Status (attachment 8).
56. **Out of network commercial insurance billing:** The Provider will submit documentation to H.P.C. with the monthly invoice, of attempts to authorize services and enroll with a child’s third party insurance carrier or within 30 days of the date of authorization of services on the child’s IFSP. With the following exceptions:
    1. **ITDS and BCBS**: If you are enrolled as an ITDS you do not have to attempt to enroll with or submit out-of-network billing to Blue Cross and Blue Shield. HPC has retained documentation that they will not accept claims from Independent ITDS providers.
57. **Submitting out of network billing:**  Providers will submit billing to Medicaid Managed Care plans and third party insurance as out of network providers if they are unable to enroll in the network.
58. **Submission of claims:** The provider agrees 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.
59. **Natural Environment Support Fee:** The Provider will only bill for theNatural Environment Support Fee (NESF) when an authorized service is provided in the natural environment.
60. **Travel Requirements:** Travel claims will be paid in accordance with the Department of Financial Services Travel Manual. The Provider must maintain and submit evidence of a valid State of Florida motor vehicle operator license and valid automotive insurance (declaration page). Updated copies of these documents MUST be submitted to H.P.C. as soon as they are received, any break in valid coverage will result in a suspension of the Provider’s approval to travel to provide services. Travel reimbursement claims must be submitted on a signed state travel voucher (located on the HPC website).
61. **Minimizing travel:** The Provider will make every effort to group clients together to avoid multiple trips to and from their home/office. When performing multiple evaluations with the team, the team will make all efforts to drive together in one vehicle.
62. **Invoice Deadline:** The invoice to H.P.C. is due on the first of the following month. The documentation submitted to early steps must include the documents indicated in the Provider Billing manual (attachment 6). Invoices received after the third of the month will be considered late and payment maybe delayed or held until the end of the fiscal year. Invoices that are received 60 days after the date of service will not be paid. All services provided to the child must be reported regardless of payer.
63. **Monthly Service Period:** The service period to be submitted with each monthly invoice covers the period from the 16th of a month to the 15th of the following month, giving the Provider two weeks to prepare the documentation for submission.
64. **Final Invoice:** The Provider will submit the final invoice for the fiscal year, and accompanying documents to H.P.C. no later than July 8th, to ensure timely payment.
65. **Valid third party insurance denials**: The Provider agrees to submit valid documentation of denials from third party payers within 60 days of receipt of the Explanation of Benefits from the insurance company of Medicaid Managed Care Organization.
66. **Inability to obtain a valid denial**: The Provider agrees to submit documentation of attempts to obtain a valid denial for services provided, including documentation of a complaint filed with the Office of Insurance or with AHCA when documentation of a denial has not been received within 60 days of claim submission.
67. **Refunds to H.P.C.:** The Provider will refund to H.P.C. any payment made to the Provider for a service, which is subsequently reimbursed by a third party payer source. During invoice processing H.P.C. reserves the right to withhold from your monthly check over-payments previously paid to you for children who are discovered to have active Medicaid or insurance.
68. **Accurate reports and Data Submission:** The 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, inappropriate rates, or invalid denials, H.P.C. is authorized to return the Provider’s Invoice. The Provider will have 5 business days to resubmit the corrected invoice without incurring a late submission.
69. **Consent for use of Insurance:** The Provider agrees to ensure consent has been given for the use of Third Party Insurance and/or Medicaid prior to the release of information for billing purposes.

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

1. **Payment Rate:** H.P.C. will 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 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.
2. **Request for Payment:** The invoice and deliverables as listed above will constitute the request for payment. H.P.C. will accept monthly invoices sent electronically through an encrypted email system or submitted on a flash drive, between the 1st and 3rd day of each month and will process said invoices within 30 days. H.P.C. will provide a report of all services paid, and include details of any services that were denied or suspended. Payment will be made by check or by electronic funds transfer.
3. **Emergency use of Part C funds:** 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.

**III. THE PROVIDER AND H.P.C. MUTUALLY AGREE:**

1. **Effective Date:** This subcontract shall begin on July 1, 2021. This contract and all amendments in effect will remain in effect through the term of the financial assistance award CFDA No. 84.181 / CFSA No. 64.022, contract COQZE, award years July 1, 2018 through June 30, 2024, as awarded by the Florida Department of Health, unless either party give the other written notice of termination of at least (30) days prior to the expiration of the current term.
2. **Independent Capacity of Provider:** 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.
3. **Disciplinary Action:** 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,** dis-enrollment from the Early Steps Provider Network and notification in writing to any contract holders for which you have signed a joinder to the HPC contract.

*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 Florida Department of Health, Children's Medical Services, H.P.C., 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 Provider credentialing and re-credentialing processes and criteria;
8. Willful falsification of any documents including, but not limited to, enrollment and credentialing 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. Discrimination against children, families, providers or H.P.C. staff.
14. Inadequate correction of non-compliance with Early Steps policies, procedures or contractual agreements identified by H.P.C. staff during quality assurance monitoring.
15. Failure to comply with the E-verify requirements or employing, contracting or subcontracting with an unauthorized alien.
16. **Corrective Action Plan:** To complete a corrective action plan if the Provider is found to be out of compliance with this contract. The successful completion of said corrective action plan will be required in order for the Provider to continue to deliver services under this contract.

**H. TERMINATION**

68. **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.

69. **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.

70. **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.

**Notice and Contact**

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

Brian T. Hemmert, CEO

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.
2. **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.
3. **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.
4. **Renegotiation or Modification:**
5. 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.
6. 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.
7. **Venue:** 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.
8. **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»

80. List of enclosed attachments.

|  |  |
| --- | --- |
| 1. Provider checklist | 5. Business Associates Agreement |
| 2. Enrollment Status Form | 6. Provider billing Manual |
| 3. E-verify Affidavit | 7. Early Steps taxonomy |
| 4. Workers Compensation Certification | 8. Insurance participation Status |

**ALL TERMS AND CONDITIONS INCLUDED:**

This Subcontract (pages 1 through 13) and Attachments 1 through 8, and the State of Florida Department of Health Standard 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:** «Agency Name»

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**«Firstname» «Lastname»**

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Signature

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Tax ID 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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**Brian T. Hemmert / CEO**

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Federal ID Number