First Steps COVID-19 Guidance March 2020

The COVID-19 outbreak is a constantly evolving situation. DPH has a website with up-to-date information: **KYCOVID19.ky.gov.**

Tele-intervention services are early intervention services provided through the internet with both video and audio features and with the early intervention provider and family both present in real time. Tele-intervention services are temporarily allowed during the COVID-19 pandemic based on a family's needs. Tele-intervention services will end when the current state emergency ends or when it is announced for the general public to no longer social distance from one another, whichever comes first.

Tele-intervention for Authorized Individual Family Service Plan (IFSP) Services
(Excluding Primary Level Evaluations and 5 Area Assessments)

1. Families and/or guardians with educational decision-making rights must consent to and agree with all guidance about tele-intervention. Families must understand these services are voluntary, will not impact their overall IFSP if they decline, and consent to tele-intervention services without pressure or coercion.

2. Tele-intervention must be conducted in compliance with Individuals with Disabilities in Education Act (IDEA), Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA). This means:
   - Parental consent must be obtained using the state-approved form.
   - Tele-intervention services must be provided using a secure internet connection and a secure videoconferencing platform with end-to-end encryption such as Zoom for Business, Skype for Business, Blue Jeans, Microsoft Teams, Clocktree or Signal, except as provided in Item 3 below. Face Time, Skype (personal/free accounts), Zoom (personal/free accounts), and Google Hangouts are not secure.
   - Recording tele-intervention services is prohibited unless the provider is a participant in the Coaching in Early Intervention Training and Mentorship Program (CEITMP). A provider participating in the CEITMP may record if parental consent is obtained using the separate form provided by the CEITMP team.
   - Tele-intervention services must be conducted where other people cannot hear or observe.

3. Not all families and/or providers have the appropriate encrypted technology to do tele-intervention in compliance with federal laws. In cases where Face Time or other programs are used that are not compliant or compliance is unknown, both the parent and provider must sign acknowledgement using the consent forms within this memo that:
   - Providers and families use privately-owned videoconferencing equipment and/or smartphones not under the scope or authority of the State Lead Agency (SLA).
   - Protected Health Information and/or Personally Identifiable Information may be insecurely transmitted or stored without the knowledge or permission of either the provider or parent.
   - There is risk for breach of information.
   - The SLA has made both parties aware of the risk and the risk is acknowledged by both parties.

4. Tele-intervention services must be provided in accordance to the authorized services on the IFSP. These are not make-up or additional services.

5. Tele-intervention services will be reimbursed at the maximum KEIS rate per hour. Existing standards for length of service (pro-rated in 15-minute increments) will be maintained.

6. It is anticipated there may be internet outages and disruptions in service due to the increased volume of individuals working from home nationwide. Troubleshooting technology issues, lost connectivity, and/or poor video/audio

quality cannot count as part of the tele-intervention services and cannot be billed. No more than 10 minutes should be spent to determine if you can resolve the issue. Technological issues during a scheduled tele-intervention service should be handled in a fashion similar to when a child is asleep at the scheduled service time or falls asleep during the session. Document an interrupted tele-intervention service in the following ways:

a. If the issue is able to be resolved in 10 minutes or less, the tele-intervention service may proceed. The provider and family should agree whether to "stay late" to make-up the missed time, or to adhere to the original end time of the service. The parent must be informed that they will not receive a make-up visit for any time lost. The provider must only bill for the actual amount of time the tele-intervention was provided.
    i. If the family agrees to "stay late" to make-up the missed time, the provider must document the "Start Time" and "End Time" on the service log for the time the service was supposed to have occurred. In the "Correction/Addendum" box, the provider must document the actual time of service, the time of the break in service, and what the issue was.
        1. For example, the tele-intervention service was scheduled to occur from 12:00-1:00. The service began as scheduled at 12:00 but was interrupted for 5 minutes at 12:25. The family agrees to continue the service until 1:05 to make-up that lost time. The provider must document the following in the service log:
            a. "Start Time" – 12:00
            b. "End Time" – 1:00
            c. "Correction/Addendum" – Tele-intervention services were provided from 12:00-1:05. There was an internet service interruption at 12:25 and the tele-intervention service was able to resume at 12:30. The parent agreed to stay late to make-up the lost time.
    ii. If the family does not agree to "stay late" to make-up the missed time, the provider must pro-rate the service down to the nearest 15 minute increment. The parent must be informed they will not receive a make-up visit for the lost time.
        1. For example, the tele-intervention service was scheduled to occur from 12:00-1:00. The service began as scheduled at 12:00 but was interrupted for 5 minutes at 12:25. The family does not agree to stay late and the service ends as scheduled at 1:00. The provider must document the following in the service log:
            a. "Start Time" – 12:00
            b. "End Time" – 12:45
            c. "Correction/Addendum" – Tele-intervention services were provided from 12:00-1:00. There was an internet service interruption at 12:25 and the tele-intervention service was able to resume at 12:30. The parent did not agree to stay late and the service ended as scheduled at 1:00. The parent was informed they will not receive a make-up visit for the lost time.
b. If the issue is not able to be resolved in 10 minutes or less, the tele-intervention service must end. This situation would be handled in one of the following ways, depending on when the issue occurred.
    i. If the tele-intervention service was never started or less than 15 minutes of intervention was provided, the service must be rescheduled. The provider must document this on the service log as a missed visit and state what happened. The parent and provider may agree to reschedule this service as another tele-intervention service or wait until in-person services resume. This decision must be documented in the service log for the missed visit.
    ii. If 15 minutes or more of intervention was provided before the tele-intervention service had to end, the service cannot be made-up. The service counts as one of the planned services according to the IFSP. The parent must be informed no make-up can be offered. The provider must only bill for the nearest 15 minutes down from actual service time.

1. For example, the tele-intervention service was scheduled to occur from 12:00-1:00. The service began as scheduled at 12:00 but was interrupted at 12:25. The issue could not be corrected in 10 minutes. The provider must document the following in the service log:
    a. "Start Time" – 12:00
    b. "End Time" – 12:15
    c. "Correction/Addendum" – Tele-intervention services were provided from 12:00-12:25. There was an internet service interruption at 12:25 that was not resolved within 10 minutes. The parent was informed the service must end and no make-up visit can be offered.

7. Providers and parents will not be reimbursed for data plans, charges, overage costs, or other costs associated with videoconferencing and data transfer. Equipment will not be purchased by the SLA to enable videoconferencing nor will it be reimbursed to providers.

8. Early intervention providers will not be reimbursed for voice-only calls, text messages, or emails. These types of messages are required to be documented in the TOTS communication log.

9. Providers must note in the TOTS service log which program (e.g., Zoom for Business) was used for the tele-intervention service.

10. Providers must bill private health insurance if private health insurance is Payor I. Denial of tele-intervention is not sufficient justification to change payor source. EOBs must be submitted to the SLA. In TOTS all service logs are required to have a CPT code and code modifier (based on licensure: GO, GP, GN). The modifier 95 (synchronous telemedicine service rendered via a real-time audio and video telecommunications system) is automatically added by TOTS to all claims billed through TIBS. For claims not billed through TIBS, the modifier 95 must be added by the provider on the CMS 1500 for processing. If Insurance denies payment for lack of modifier, the claim must be corrected and resubmitted by the provider.

11. Claims for payment must be submitted within 60 days of date of service. Reimbursement will only be issued to those providers who submitted their signed acknowledgement form to the SLA. The SLA will verify with the POE the signed parental consent form was received by the POE before processing for payment. More guidance on billing will follow.