

# Bright Future for the Children LLC

119 Schnectady Ave. Brooklyn, NY 11213

Address

And

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Contractor

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Address

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Social Security Number

This agreement is made and entered into on this \_\_\_\_\_, between \_\_\_\_\_ (hereinafter, referred to as the "**Contractor**") who holds a current New York State License and/or Certificate to practice as a \_\_\_\_\_ (discipline) and The Early Intervention Program (EIP) of Bright Future for the Children LLC. (hereinafter referred to as the "**Agency**").

The Agency as a provider has the ultimate responsibility for the administration and supervision of \_\_\_\_\_ (discipline) services. It is agreed between the Contractor and the Agency that responsibilities of the Contractor and Agency include the following items:

**Services to Be Provided:** Contractor will provide services in accordance with the applicable job description and Agency policies and procedures, current personnel policies and home care standards of practice including but not limited to:

( ) Evaluation/Assessment      ( ) Ongoing Care

Contractor further agrees that duties and responsibilities are further defined in the Conditions of Participation, Home Health Agencies, Federal Insurance Program (Title XVIII, Section 1395-1396) and applicable state, city or local county regulations pertaining to Early Intervention Programs.

## **Family/Client Rights & Responsibilities/Advance Directives:**

Agency agrees that it shall be responsible for monitoring patients/client's understanding of the rights and responsibilities and of Agency's policy for voicing a concern or complaint. Contractor acknowledges that the client and client's family have specific rights and responsibilities as defined by the Agency in policy as well as the federal **Individuals with Disabilities Education Act (IDEA)** and Title II-A of Article 25 of **New York State Public Health Law (PHL)**.

Contractor acknowledges his/her responsibility for periodically monitoring the patient's/client's understanding of the rights and responsibilities and for advising the client of the procedure, as defined in Agency policy, for voicing a concern or complaint.

**Case Coordination:** Responsibility for coordination of services shall be that of the Agency. The Agency shall notify Contractor in advance and arrange a mutually agreeable time to review client information. Contractor agrees to work collaboratively with the Agency in order to thoroughly review the client's case record and Agency procedure. The Contractor agrees to review documentation pertaining to the client's condition, **Individualized Family Service Plan (IFSP)**, IFSP goals, prior evaluation reports, current medical record, ongoing progress/deterioration in treatment as well as general case management information. The Contractor is to maintain a confidential record regarding the specific date(s), type, progress and context of care provided for each client on behalf of the Agency.

**Supervision:** When deemed necessary, the Agency agrees to meet with and/or conduct joint visits with Contractor to evaluate Contractor's provision of services and compliance with job responsibilities as outlined in herein. Agency further agrees to review documentation as submitted by Contractor for the purpose of reviewing:

- o **timeliness** of submission
- o **completeness and accuracy** of documentation
- o **compliance with the IFSP** goals, duration and frequency of treatment
- o **collaboration with case coordinators** and other assigned providers
- o **interaction with client and client's parents** and/or family members
- o **content and authenticity** service documentation
- o **compliance with Agency policy** and procedures

Agency agrees to provide verbal and/or written feedback to Contractor regarding concerns with the Contractor's quality of care or adherence to Agency policy and/or procedure.

The Agency may provide a written evaluation of Contractor's proficiency and compliance with the specifications of this contract, in accordance with Agency policy for performance evaluations, but no less often than annually. If Agency and Contractor agree that the skills of a similarly qualified professional are required to conduct any portion of that evaluation, Agency agrees to arrange for such a qualified person to participate in the supervision and evaluation of performance of activities directly related to Contractor's area of practice.

**Documentation of Care:** Contractor agrees to adhere to the Agency guidelines regarding record keeping as detailed in the Agency's most current *Policy & Procedure Manual*. If deemed necessary by the Agency, the Contractor agrees to meet with Agency, at an agreed upon time, for the express purpose of evaluating and/or discussing the quality of their care or documentation. This might include client case conferences, quality assurance meetings and/or clinical record audits/reviews, etc. Failure to submit proper documentation as per agency guidelines will result in delayed payroll processing and/or fiscal penalties.

**Client Admission:** The Agency is responsible for admitting a client into care. The Contractor acknowledges that clients served on behalf of the Agency can only be accepted for care by the Agency. The Contractor agrees that he/she cannot provide care for Agency clients without the express approval of Agency. Agency agrees to provide Contractor with pertinent information necessary for Contractor to conduct an assessment and/or ongoing care. Contractor agrees to request from the Agency any additional information relevant to implement services in an effective and timely manner. The Contractor agrees to provide all aspects of service, as directed by the Agency.

**Case Acceptance:** The Agency is to determine which case assignments it will offer the Contractor. The Contractor is to determine which case assignments he/she chooses to accept or decline from the Agency. The Agency agrees to provide Contractor with pertinent information necessary for the Contractor on accepted case assignments in order to conduct a complete client assessment or ongoing skilled care. Case assignment information will be provided to the Contractor by the Agency and will include but is not limited to:

- name, address and other **identifying information**
- condition, diagnosis or **criteria for program enrollment**
- **medical history** and/or records
- copies of the **client's IFSP**
- current **evaluation records**

Agency agrees to advise Contractor or any **scheduling requirements** for the assessment visit including time and location. Contractor agrees to contact new case assignments within 24 hours of case acceptance. Contractor agrees to begin authorized care within five (5) days from the date of case acceptance.

Contractor agrees to conduct visit(s) to the client in their **place of residence, daycare, hospital or another approved community location** for the purposes specified by the Agency. Contractor agrees that all ongoing care must adhere to the IFSP including but, not limited to addressing the goals and needs outlined in the client's IFSP as well as adhering to the duration and frequency of treatment specified on the IFSP Service Summary Sheet.

**Development and Review of the IFSP:** Contractor agrees to assist in the development of the client's IFSP via clearly documenting justifications for changes in the plan of care, attending case conferences and/or IFSP review meetings. Agency agrees to provide Contractor with notice regarding IFSP or team meetings.

- o **The Contractor also agrees to provide all necessary written information** regarding the client's IFSP to the Agency within five (5) days of their findings/assessment.
- o **The Contractor will prepare or provide such documentation necessary for the revision of the IFSP** within 48 hours of identification of the need for revision.
- o **The Contractor will provide information necessary for the client's three (3), six (6) month/annual, IFSP review, transition or discharge** by the date specified for submission of the information at each review period.

**Revision of the IFSP:** Contractor agrees that changes to the IFSP cannot be implemented without written DOH authorization. Contractor further agrees to prepare a professional *Justification Report* within five (5) days of the identification of the area of need or a revision to the plan. Such reports shall include a minimum of the following information:

- o **client name**, date of birth and start of care date
- o **client problem, need or area of concern**
- o client's **current level of developmental functioning**
- o defined **measurable goals** of service

- o **delineated activities** to accomplish such goals
- o **client/caretakers strengths, weaknesses** and responsibilities in the plan
- o **provider's responsibilities** in the plan
- o **suggested revisions** to the plan
- o **benefits of implementing suggested revisions**
- o **copies of information and/or literature** pertaining to the area of need

Contractor agrees to include the client and caretaker in the development of the plan and any required revisions. Contractor agrees to review and/or revise the plan within seven (7) business days of identification of the need for revision or minimally every thirty (30) days through the process for revision as defined in Agency policy. Contractor agrees not to implement any recommended changes in the client's IFSP until directly authorized by the Agency.

**Scheduling of Visits/Hours:** In consultation with the Agency, Contractor shall be responsible for scheduling the days and time(s) of visit(s) in accordance with the frequency and duration of treatment outlined in the client's IFSP. Contractor shall notify Agency verbally and/or in writing of any changes to the weekly schedule within 24 hours of such change.

- o **The Contractor is responsible to make-up each missed visit session** within fourteen (14) days of the missed visit date unless otherwise indicated by the local DOH municipality.
- o **Contractor agrees to notify Agency immediately in the event of an emergency, illness, vacation, or holiday** so that a substitute can be obtained, if deemed necessary by the Agency.

**Discharge Planning:** Agency agrees to review the documentation submitted by Contractor to determine the client's need for continuing care. Contractor agrees that ongoing care cannot be discharged without Agency authorization.

Contractor agrees to involve the client's family and/or caretakers in planning for discharge of Contractor services by advising the patient/client of:

- o the anticipated **length of service**
- o the expected **outcome of service**
- o the client's **expected level of function** at the time of discharge
- o the client's **family responsibility** for further care needs at the time of discharge
- o **anticipated factors** which will affect the timing of the discharge

**Contractor agrees that such involvement will be initiated at the initial visit and periodically throughout the service period, one week prior to discharge and throughout the remaining visits.** Contractor agrees to review such discharge planning with the Agency and other collaborative providers serving the client and/or family.

Contractor fully agrees that in the case of a client's transfer to another provider the Contractor shall share with the receiving provider within 48 hours all information relevant to the client's clinical condition, care needs and service provided. Such information will be provided within Agency policies for confidentiality and release of information.

**Adherence to Applicable Organization Policies, State and Federal Laws:** Contractor agrees to adhere to all applicable policies and procedures, maintains current appropriate licenses and agrees to attend training programs provided by Agency for the purpose of orienting Contractor to his/her responsibilities. The Contractor agrees to adhere to all applicable Agency policies and procedures including but not limited to record keeping, reporting, supervision and other personnel and professional responsibilities including job qualifications, continuing education/in services and employee health. Contractor further agrees to submit documentation of compliance with applicable policies and procedures to the Agency including but not limited to licensure, health requirements and in service/continuing education attendance.

Agency agrees to make timely notification to Contractor of policy or procedure changes for those services provided by the Agency.

Notwithstanding any other provisions in this contract, the Agency remains responsible for: (a) ensuring that any service provided pursuant to this contract, complies with all pertinent provisions of Federal, State and Local statutes, rules and regulations; (b) planning and coordinating and ensuring the quality of all services provided and (c) ensuring adherence to the plan of care established for client.

**Confidentiality:** It is agreed by both parties that all information relevant to the client, Contractor and Agency shall be confidential and subject to Agency's policies on confidentiality and release of information. The Contractor agrees to maintain in confidence all Agency policies, procedure, forms and/or general practices which are specific to this Agency's operations.

**Terms of Service:** Contractor shall not be considered an employee of the Agency. The Agency shall be under no obligation to provide Worker's Compensation, liability, disability, health, surgical or other insurance or to provide unemployment benefits or to withhold, deduct, or pay income or Social Security taxes for the Contractor. The Contractor will not be reimbursed for any expenses incurred in the course of client care on behalf of the Agency. The Contractor is responsible for securing and maintaining a current liability insurance policy specific to their discipline of service. At a minimum, professional liability insurance with limits of not less than one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) in the aggregate for the policy year. The Contract must adhere to all Agency policies regarding personnel record keeping, quality of care, professional conduct and documentation in order to remain an active provider of the Agency.

**Terms of Reimbursement:** Contractor agrees to submit documentation of the services provided in accordance with the record keeping requirements of the Agency along with our Client's name, date of service, service delivery time frame and fee as defined by Agency. Such documentation must be submitted on a weekly basis, each 1<sup>st</sup> and 15<sup>th</sup> of each month. Contractor agrees that reimbursement for such services shall be in accordance with the rates outlines in this Agreement and shall occur only after Agency has received required copy of session notes/documentation. Contractor further agrees to respond to all requests for documentation, corrections or omissions within 48 hours of such request by the Agency.

Contractor and Agency agree to the following reimbursement:

**EVALUATION VISITS: (HOMEBASED & FACILITY BASED EVALS AMMENDED TO CONTRACT ON 11/17/16)**

- \$150 per SI Monolingual Eval & \$25 per MDE Summary / \$175 per SI Bilingual Eval & \$25 per MDE Summar
  - \$150 per SI Screening (if summary is needed, add \$25 for summary)
  - \$160 per ST/OT/PT/Psych Monolingual Eval / \$200 per ST/OT/PT/Psych Bilingual Eval
  - \$25 - per IFSP Meeting as Eval Rep
  - \$50 - Translation Rate
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**SI/ABA/SW VISITS:**

Basic (30 min/45 min) Session: \$55 per visit

Ext. (60 min): \$70 per visit

If providing Family Training for these services, the same rates apply,

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**OT/PT/ST VISITS:**

Basic (30 min/45 min) Session: \$63 per visit

Ext. (60 min): \$70 per visit

If providing Family Training for these services, the same rates apply,

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Contractor shall not charge or accept any fee or gratuity fee from the patient or patient's family for services covered under the Agency.

Agency shall be responsible for the billing to clients or third party payers for all charges of services rendered by the Contractor to the Agency's clients.

**Fiscal Penalties/Delays:** For all documentation which is received by the Agency later than the required time frames, a delay will be assumed by the Contract as follows:

***payment will be rendered in the following payroll period***

For documentation which is received by the Agency more than **30 days** later than the indicated time frames:

***No payment will be generated from the Agency to the Contractor.***

**Indemnification:** Each party to this Agreement shall defend and hold the other party

harmless for any claims, actions, litigation, or damages arising out of each party's acts or omissions.

**Representations and Warranties:** Agency hereby represents and warrants that all action necessary to approve the execution, delivery, and performance of this Agreement has been taken by Agency and that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms. Contractor hereby represents and warrants that all action necessary to approve the execution, delivery, and performance of this Agreement has been taken by Contractor and that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

**Access to Books and Records:** The parties agree that, until the expiration of 7 years after the furnishing of services pursuant to this Agreement, Agency and Contractor shall maintain records of all financial transactions. Such records shall be kept in accordance with sound accounting practices and each transaction shall be fully documented.

**Fraud and Abuse:** Contractors shall report to Agency's Compliance Officer all cases of suspected fraud and/or abuse as defined in Title 42, of the Code of Federal Regulations, where there is reason to believe that an incident of fraud and/or abuse has occurred.

**Agreement Terms:** This agreement will remain in effect unless altered, as agreed by both Agency and Contractor or rescinded by either party. It may be terminated at any time by either party upon thirty (30) days advance written notice or immediately for cause. In witness whereof, the parties have caused this Agreement to be executed by their respective duly-authorized officers as the date of their mutual signatures.

**Non-Discrimination In Services:** Contactor in providing services under this Agreement, shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, genetic disposition or carrier status or marital status deny an individual any services or other benefits under the program.

Additionally, Contractor cannot provide any services or other benefits to an individual that is different, or are provided in a different manner, from those provided to others under the program or is subject to individual segregation or separate treatment in any manner related to his/her receipt of any services; or benefits provided under the Program.

Furthermore, Contractor cannot restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or benefits provided under the Program, treat an individual differently from others in determining whether or not the individual satisfies any eligibility of other requirements or conditions, which individuals must meet in order to receive aid, care services, or other benefits provided under the Program.

The Contractor must adhere to all Agency policies regarding personnel record keeping, quality of care, professional conduct and documentation in order to remain an active provider of the Agency. In the event that the Contractor is no longer licensed, the Contractor must immediately so notify the Agency. It is understood that the Contractor shall not be reimbursed for services rendered after the effective date of termination of such license.

SIGNATURE: \_\_\_\_\_  
(Contractor)

NAME: (PRINT) \_\_\_\_\_ (TITLE) \_\_\_\_\_ /\_\_\_\_/\_\_\_\_  
Date

*This contract is not valid without the review & signature of our Program Director or Center Director as indicated below:*

SIGNATURE:  \_\_\_\_\_ /\_\_\_\_/\_\_\_\_  
Jaime Alleyne-Bermudez – Co-Founder / Program Director Date