

## SY 2018-19 Independent Preschool Related Service Provider Agreement

- Step 1: Authorized DOE Representative (the “DOE Representative”) completes Section I.
- Step 2: Independent agency or sole practitioner (in either case, the “Payee”) completes Section II; attaches the applicable NYSED credentials of the individual who will provide the service (the “Provider”); and signs the Agreement. (If the Provider is a sole practitioner, he/she shall be considered both the Payee and the Provider.)
- Step 3: The DOE Representative reviews and, upon approval, signs the Agreement.

### Section I. To Be Completed by the DOE Representative:

Name of Student: \_\_\_\_\_ DOB: \_\_\_\_\_ NYC ID#: \_\_\_\_\_

Service: \_\_\_\_\_ # Sessions/Wk.: \_\_\_\_\_ Duration (Min.): \_\_\_\_\_ Max. Group size: \_\_\_\_\_ Lang.: \_\_\_\_\_

School (if applicable): \_\_\_\_\_ Borough: \_\_\_\_\_ Home District: \_\_\_\_\_ CSE: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Work Telephone #: \_\_\_\_\_ Home Telephone #: \_\_\_\_\_

Services to be provided at:  School  Home  Provider/Agency Site  other: \_\_\_\_\_

Address where service will be provided: \_\_\_\_\_ Zip Code \_\_\_\_\_

Rate (per Independent Agreement Rate Schedule): \_\_\_\_\_

### Section II. To Be Completed by the Payee:

Provider Name: \_\_\_\_\_

Provider Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Provider Telephone No: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Provider Title/Discipline: \_\_\_\_\_ Provider SS # (Pmt. Purposes Only): \_\_\_\_\_

NYS License/Cert. No.: \_\_\_\_\_

Payee Name (if other than Provider): \_\_\_\_\_ Payee Tax ID No.: \_\_\_\_\_

Payee Address (if other than Provider): \_\_\_\_\_ Zip Code: \_\_\_\_\_

Payee Telephone No: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

### **TERMS OF PROVISION OF RELATED SERVICES PURSUANT TO THIS AGREEMENT:**

1. Services may not be provided prior to the authorization date determined by the DOE, and must be delivered in accordance with the terms specified above. Unless confirmed in writing by the DOE, services provided shall be provided in accordance with the frequency, duration, language, maximum group size and location in the IEP.
2. The DOE will pay only for the provision of direct service by the Provider identified in this Agreement. Service **cannot** be provided by any other individual. The Provider must possess appropriate licensure, as defined by NYSED and the DOE at the time of service, or must be working under the supervision of an appropriately licensed person in accordance with applicable law and regulations. If The Parent/Guardian or Payee wishes to change the Provider identified in this Agreement, a new Agreement must be executed even if the new Provider is employed by or otherwise identified and assigned through the Payee identified above.
3. Services must be provided at the location specified by the DOE consistent with the IEP, and scheduled at dates and times in accordance with the DOE’s Preschool Related Services Scheduling Policy.
4. Any scheduled session that does not occur may be made up during the same week on a day on which there is no regularly scheduled session. Otherwise, no make-up session may be provided pursuant to this agreement except upon prior approval by the DOE, which will not typically be granted for minimal interruptions. The Payee must immediately notify the CPSE in writing of any period of one week or longer for which the Provider has been or will be unable to provide services in accordance with the IEP.

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5. Unless mandated by the IEP, or otherwise approved in advance by the DOE, multiple sessions of the same related service may not be provided on the same day.
6. Services shall be scheduled at times when no other special education services are provided.
7. Schedules shall be (a) maintained by the Provider indicating to whom, when and where all services are provided and (b) submitted to the DOE upon request.
8. The Payee named herein shall not charge or accept payment or compensation of any kind from the Parent/Guardian or Student and shall not bill Medicaid for any services provided pursuant to this Agreement or support or encourage any effort on the part of the Parent/Guardian to do so.
9. The Payee must obtain security clearance from the DOE, including background and fingerprint checks, for the Provider before service may begin. The Payee must also obtain such clearance for all personnel with access to the Student's records before such access is granted. The Payee must maintain all such clearance(s) for the full duration of service provision and/or access to student records.
10. The Payee must ensure that the Provider's certification/license, registration, and security clearance remain current for the full duration of service provision.
11. Upon initiation of services, the Payee shall immediately inform the DOE of the date of such initiation of service by completing "first attend" information on the Authorization to Receive Services letter and forwarding it to the DOE Representative, or in any manner as otherwise specified by the DOE. The Payee must inform the DOE of the date of termination of service in the manner as specified by the DOE.
12. The Payee must maintain related service attendance on (i) the Monthly Billing Form, which must be signed by the Provider after services have been provided, or (ii) by recording such attendance in any other manner or system specified by the DOE.
13. The Provider/Payee will keep records necessary to disclose the extent and nature of services the Provider furnishes to the Student, including contemporaneously recording Encounter Attendance and Session Notes in a manner specified by the DOE, at no additional cost to the DOE. Such attendance entries and notes must be provided for all sessions and contain all information required by the DOE.
14. The Payee must maintain and produce all records that support service provision and billing for audit or other review, including employee/consultant time and payroll records, and must cooperate with all government investigations. All such records must be retained for seven (7) years from the date of approval of the Agreement by the DOE, the date the record was created, or the date of transmission or entry into DOE systems, whichever is latest, or longer if specifically required by the DOE. The Payee must ensure that these records contain the correct starting and ending dates of services.
15. The Payee shall submit to the DOE a minimum of three reports of progress per year for students receiving 10 month special education services and four reports of progress per year for students receiving 12 month services. Each report shall cover a distinct three-month service period, and shall be submitted within 30 days of the conclusion of such period. Progress reports, including goals and short-term objectives, must also be submitted to the DOE thirty (30) days prior to the Annual or Requested review, or by February 1, if the student is in the last year of preschool eligibility. The Payee shall also submit to the DOE a "final" progress report within 30 days of discharge or termination if the student is discharged or terminated from service more than 30 days after the most recent progress report or if the student's period of enrollment was not long enough to have required a first progress report. In addition, the Payee shall, at no cost to the DOE: submit to the DOE additional progress reports upon request; ensure that the Provider attends the student's IEP conferences; and ensure that the Provider completes the appropriate pages of the student's IEP.
16. By signing this agreement, the Provider/Payee fully accepts all New York State (NYS) and DOE Medicaid requirements including the terms of the NYS Provider Agreement and the NYS Statement of Reassignment. (See (<http://www.oms.nysed.gov/medicaid/resources/>) The Provider agrees to reassign all Medicaid reimbursements to the DOE, and to not bill Medicaid directly for any services that the DOE will bill for under the school health program. Upon request, the Provider/Payee agrees to furnish the NYS Department of Health or its designee, the US Department of Health and Human Services, and the NYS Medicaid Fraud Control Unit with requested information on the services provided to the Student. The Provider/Payee agrees to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status, and to abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York Social Services law, Part 42 of the C.F. R. and Title 18 of the NYCRR.. The Provider/Payee will be familiar with and adhere to the DOE's Medicaid Compliance Plan (the "Plan"). (See (<http://schools.nyc.gov/Offices/EnterpriseOperations/ChiefFinancialOfficer/DFO/News/Default.htm>) or email [Medicaid@schools.nyc.gov](mailto:Medicaid@schools.nyc.gov) for information.) The Provider/Payee must immediately notify the DOE if the Provider is excluded from any Federal health care program or NYS Medicaid program.
17. The Provider must have a National Provider Identifier (NPI) number, which can be obtained at: <https://nppes.cms.hhs.gov/NPPES/StaticForward.do?forward=static.instructions>. That number must be written on each invoice, or otherwise provided with the invoice in a manner specified by the DOE.
18. Payment shall be made at the applicable Independent Agreement rate established by the DOE for the discipline, district/borough, and language. Such rate shall be paid solely for time spent providing direct services and shall not vary with the size of the group served, except where specifically and explicitly indicated on the Independent Agreement schedule. If a Payee is also under separate contract with the DOE to provide the same discipline, district/borough and

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language, payment for services under this Agreement will be paid in accordance with the rates stated in such separate contract. Invoices pursuant to this Agreement must be submitted electronically on a monthly basis through a system or manual process determined by the DOE in the format specified by the DOE. The DOE reserves the right to reject payment if an invoice is submitted more than 90 days following the end of the month in which services were provided.

19. The Provider must complete the Student Information (T-2P) Notice and submit it to the appropriate CPSE if (i) the Provider is notified or becomes aware of a change in the student's name and/or address; (ii) the Provider is made aware of the parent/guardian's intent to withdraw the student from the CPSE recommended service; (iii) the student does not appear for services within five (5) days of the student's first eligible date; or (iv) the student is absent five (5) consecutive sessions.
20. The Payee/Provider will protect and not disclose to third parties any student data, or other confidential information, unless required by law or court order, and will comply with the Family Educational Rights and Privacy Act, and Chancellor's Regulation A-820, governing access to and disclosure of student information (available at ( <http://docs.nycenet.edu/docushare/dsweb/Get/Document-44/A-820.pdf>.)
21. The Provider/Payee will adhere to New York City Charter Chapter 68 Conflicts of Interest Rules (available at <http://www.nyc.gov/html/conflicts/html/home/home.shtml>). Neither the Provider nor the Payee may be the Student's relative or near relative (see Chancellor's Regulation C-110 (available at ( <http://docs.nycenet.edu/docushare/dsweb/Get/Document-56/C-110.pdf>, ) and Provider and Payee are prohibited from giving gifts to DOE staff, parents or students regardless of value.
22. Pursuant to the New York City Conflict of Interest Board (NYC COIB) Rules, a current full-time employee of the DOE cannot provide services under this Agreement, unless a) the services are covered by the mass waivers granted by the NYC COIB, or b) an individual waiver is granted by the NYC COIB based on a request from the DOE. Part-time DOE employees need individual waivers. Individuals who leave the employ of the DOE, including those performing "F" status or other part-time work, may not provide services under this Agreement for one full year after leaving the DOE unless they obtain an individual waiver from the NYC COIB.
23. If the Payee's aggregate business with the DOE during any 12-month period is projected by the DOE to exceed \$100,000, it must complete VENDEX Questionnaires, submit them to the NYC Mayor's Office of Contract Services (see ( <http://www.nyc.gov/html/mocs/html/research/vendex.shtml> ) and enter into a standard contract with the DOE. (To obtain the necessary documents, contact [VendorHotline@schools.nyc.gov](mailto:VendorHotline@schools.nyc.gov) or call (718) 935-2300.) The Payee agrees that it is not entitled to payment during any 12-month period in excess of \$100,000 without entering into a contract with the DOE.
24. Without prior approval from the DOE Representative, Provider/Payee may not provide Related Services to the Student if the Provider/Payee had previously performed a related services evaluation or assessment of the Student.
25. The Provider/Payee must carry professional malpractice/liability insurance for the service provided under this Agreement.
26. If the Payee or Provider fails to adhere fully to any of the above-stated conditions 1 through 26, the DOE reserves the right to withhold payment for Services and/or terminate this agreement. The DOE reserves the right to withhold payment if there is any dispute with the Provider, the Payee or an affiliated entity.
27. The DOE may terminate this Agreement upon 5 days' prior written notice to the Payee for any reason, or immediately for cause.

**The signature(s) below indicates approval and acceptance of this Agreement, including terms 1 – 27 listed above, by the Provider and the Payee.**

Signature of Provider	Print Name	Date
Signature of Payee (Where Different from Provider)	Print Name	Date

**TO BE COMPLETED BY AUTHORIZED DOE REPRESENTATIVE ONLY:**

\_\_\_\_\_  
Date Received by DOE

Signature of Approval Authorized DOE Representative	Print Name	Date
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