



INTELLECTUAL GIFT, INC.
Early Intervention Agency
1854 Hylan Blvd, 2 Floor, Staten Island, NY 10305
intellectualgiftinc@gmail.com; Tel: 917-553-0424

Employee Agreement for Provision of Early Intervention

Intellectual Gift, Inc. (the “Agency”) assures that the employee is presently qualified to provide _____ services in New York State, and agrees to retain all necessary licenses or registrations during the term of this Agreement. The employee will provide the Agency with the copies of interventionist’s professional licenses and registrations, verifications of qualifications, and verification of prior employment or professional contacts.

- (a) The Employee will provide on annual basis medical certification that the interventionist is free from any health impairment that is of potential risk to the Agency’s patients, their families or the Agency’s employees, or that may interfere with the performance of Employee duties. If the Employee’s health condition changes, the Employee will promptly notify the Agency of such changes that can put at risk the Agency’s patients, their families or the Agency’s employees “.
- (b) The Agency may require a health status assessment at any time conducted by a physician and documented on the Agency form.
- (c) The Employee will provide the Agency with a written record of immunization to Rubella, Rubeola, Hepatitis B and T.B. screening by the method of P.P.D., and clinical tests required by federal, state or local laws. (d) The Employee shall meet the personnel requirements as set forth in 10 NYCRR 766.3 which can be verified in writing by the Agency.

Both the Agency and Employee are required to provide care to a patient only in accordance with a plan of care prepared for that patient (IFSP), such that services provided are medically and developmentally necessary. When requested by the Agency, the Employee will consult with a patient’s physician and with the Agency’s employees regarding the preparation or revision of a patient’s plan of care. Services requested by the Agency and provided by the Employee will be in accordance with the patient’s plan of care and patient care policies established by the Agency.

Intellectual Gift, Inc. providers will carry a maximum caseload of 30-35 hours a week. This will be attained through a gradual process of assignment. Assignments for cases will be based on the capabilities of the therapist to provide the necessary services as listed in the program regulations. Consideration of a variety of factors will be given prior to assignment, including; reviewing the total authorizations for each therapist and monitoring other employment (working for multiple agencies or teaching school). A Staffing Coordinator will use ProviderSoft software in order to monitor the number of hours assigned to each therapist.

The Employee agrees that any Agency employee may conduct on-site supervision visits for any patient to assess the quality of patient care, which the Employee conducts.

The Agency shall pay to the Employee an agreed fee per patient visit, upon receipt of a statement of services (invoices) rendered during each billing period. The billing period shall be 30 days. All invoices received by the Agency by the 8th day of the month and accompanied with daily notes for the previous month and 3,6,9,12 mos. progress reports that are due will be paid on the last business day of the same month. Agency will provide the employee with due dates for the progress reports for each child, authorized for services.

The Employee will not bill any patient of the Agency or any third party payer for the services rendered under this Agreement.

The Employee shall maintain professional liability insurance for minimum \$1,000,000 covering all acts performed by Employee pursuant to employment with Intellectual Gift, Inc., and will provide the Agency

with proof of coverage.

The Agency shall periodically monitor the performance of services rendered by the Employee to ensure that the Agency is receiving the results for which it has employed, namely the provision to designated patients of services consistent with professional standards of care, the patient's plan of care and regulations of the New York State Department of Health and other governing authorities. The assessment of the Employee's performance under this contract shall be done by the Program Director or the Director's designee and according to the job description that has outlined such services to be performed.

This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Employee defaults in the performance of any of Employee's obligations, the Agency may terminate employment upon a written notice at any time.

All Licenses maintained by the Employee are current, valid and in full force and effect. In the event of a threat or actual action against any/all licenses, then either party shall immediately provide another party with written notice of the same and both parties may terminate this Agreement immediately.

The employee had never had, nor had ever been engaged in any conduct, which would be cause to have a license or certification to practice professional services in any state or country, *or* approval to provide early intervention services, revoked or suspended for any reason.

The employee had never been subject to, or had never been engaged in any conduct, which would be a cause to have, a disciplinary hearing by Federal, State or local governmental agency or any other regulatory body. Should the employee become subject to any such disciplinary hearing, the Agency should be informed immediately of the nature of such hearing.

Each daily session note submitted by the Employee must be presented to the agency on the agency form, clearly identifying the following:

- (a) child's name (for family training and social work services also specify name of the caregiver);
- (b) date and time the service was rendered (specify am or pm);
- (c) name of the interventionist and profession;
- (d) IFSP goals worked at;
- (e) nature and extent of services rendered, brief description of activities performed (at least 3);
- (f) child's response to each activity; and
- (g) Contemporaneous (at the same time, simultaneous) signature of the Child's parent or caregiver (specify who is this caregiver). If service is provided at the site where parent or caregiver is not present during the delivery of the Contract services, the name, title, and contemporaneous signature of an appropriate supervisory individual at such site.

Computer generated or typed daily progress notes will not be accepted and accordingly will not be reimbursed by the agency.

The employee understands that reimbursement rate incorporates compensation for service provision, travel, paperwork time (which are excluded from the time of service provision), including preparation and submission to the Agency of progress reports (3,6,9,12 mos), and participation at IFSPs when needed and requested by the Agency. Furthermore, the Employee agrees to attend IFSP meetings conducted at the place chosen and agreed on by the parents or caregiver, including EI regional offices. The employee is responsible to inform the Agency about recommended changes, frequencies, durations, goals and new areas of concern that would be medically and developmentally appropriate for the child.

The employee specifically agrees to be bound by the confidentiality provision set forth in this agreement

and is required to adhere to the agency confidentiality policies and procedures and policies and procedures regarding AIDS and HIV-related Information.

All original records, case files, and any other documentation of Contract services by the employee will be stored at the Agency premises at 1854 Hylan Blvd, 2 Floor, Staten Island, NY, 10305.

The employee shall ensure that all records containing personally identifiable information are maintained in secure locations. The employee must ensure that any records that are carried with the employee who travels to the variety of locations to deliver services are kept secure in individual folders and confidential off-site.

When service has been authorized on an Eligible Child's IFSP to be billed as a home/community, individual/collateral service, the employee shall not perform such service at a premises owned by, leased to, licensed to or otherwise controlled by the employee.

The employee understands that submission to the Agency materially false information about provided services including but not limited to the following:

Time and place of service, extent of service, combining sessions, fraudulent signatures of parents or caregivers, misrepresentation of child's development in the records submitted by the employee are fraudulent activities, are punishable by law and result in immediate termination of employment.

The employee shall notify the Agency Program Director (call (718) 524-7995, email intellectualgiftinc@gmail.com) within 24 hours of the Eligible Child's absence from more than three (3) consecutive scheduled sessions for the delivery of the contract Services and shall indicate the reason for said absence. Failure to do so will result in the immediate termination of this Agreement.

The employee shall notify the Agency about the first session under new assignment of services within 24 hour after the first session and provide the Agency with documentation of any circumstances resulting in the delay of the delivery of the assigned services, if any.

The employee shall provide three (3) and nine (9) month progress reports no later than 10 days prior to the due date for such reports. 6 month (semiannual) and 12 and/or 24-month reports must be received by the agency five (5) weeks prior to the due date.

Failure to submit progress reports as specified above may result in reassignment of the case or termination of employment.

The employee shall retain all records including supporting documents relating to its performance under this Agreement for six (6) years from the termination date of this agreement and to comply with FERPA regulations.

The employee shall submit claims for contact services within 40 days from date of service. All claims submitted from 41 to 70 days from date of service will be reimbursed at 75% rate. Claims submitted after 71 days from date of service will not be reimbursed, though it is the employee's responsibility to provide the Agency with documentation of services provided.

EMPLOYEE:

Interventionist's name

Specialty

Date

Signature

INTELLECTUAL GIFT, INC.:

Name

Title

Date

Signature