

Contract Option A

CONTRACT FOR PROFESSIONAL SERVICES FOR SCHOOLS AND EARLY INTERVENTION PROGRAMS

This contract is made this 28th day of July 2009, by and between **ARBOR E&T, LLC dba CARE RESOURCES (CARE)** and **HARFORD COUNTY PUBLIC SCHOOLS (HCPS)** for ongoing professional services.

A. CARE AGREES:

1. To provide contractual IEP and IFSP based services by a licensed occupational/physical therapist, or licensed occupational/physical therapy assistant for identified children as requested by **HCPS**.
2. To maintain direct responsibility as employer of all personnel designated in this contract for payment of wages and other compensation, reimbursement of expenses, and compliance with federal, state, and local tax withholdings, worker's compensation, social security and other obligations imposed on the employment of such personnel, including compliance with OSHA regulations.
3. With regard to school based services to present a daily log of billable time per student in accordance with the IEP based services, IEP meeting attendance, and/or consultation to staff, parents and caregivers including equipment ordering, modification and routine maintenance to a designated school official for signature verification.
4. With regard to early intervention services, to present a log of direct IFSP services provided to the child/family for signature verification by the caregiver. Time spent in I&T program meetings, IFSP team meetings and/or required training/consultation sessions will be logged and presented to a designated HCITP staff for signature verification.
5. To have staff assigned by **CARE** follow all **HCPS/HCITP** policies, procedures, and protocols as covered in their orientation.
6. To attempt to provide back-up coverage when staff are absent.
7. To send an itemized invoice for services rendered on a monthly basis.
8. To provide, upon request, certification of insurance (worker's compensation, liability, etc.), which shows that **CARE** carries insurance covering any staff performing work on **HCPS** premises, or on **HCPS'** behalf in natural environments.
9. To provide, upon request, evidence of staff continuing education (OSHA/health) copies of licensure, suitable qualifications, certification, and other requested/specified documents.
10. To process criminal background checks that meet with HCPS approval for all staff assigned under this contract.
11. To maintain the confidentiality of **HCPS'** proprietary information.
12. To adhere to the rules and standards of privacy and security of patient information as set forth for the "Business Associates" in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. HCPS AGREES:

1. To maintain the confidentiality of **CARE**'s proprietary information (i.e., fees).
2. To be responsible for orientation of all personnel provided by **CARE**. Orientation includes emergency, universal precautions, transportation procedures, scheduling considerations/limitations, student/child specific service log, signature verification procedures, required documentation of services delivered, pertinent policies and procedures, as well as student/infant and toddler-related contraindications/precautions.
3. To pay for the following related services and early intervention visits at the rate of:

a. IEP Based Service

Physical Therapists	Physical Therapy Assistants
\$109.00	\$83.00

Occupational Therapists	Occupational Therapy Assistants
\$99.82	\$75.00

b. IFSP Natural Environment Services

Physical Therapists	Physical Therapy Assistants
Per Visit - \$146.00	Per Visit - \$110.00

IEP/IFSP services include the following:

- Assessments and re-assessments, eligibility evaluations
 - IEP/IFSP based services
 - Equipment ordering, dispersal and modification
 - Consultation with staff/parents/caregivers
 - IEP/IFSP meeting attendance
 - Program meeting attendance
 - Documentation time not to exceed ½ hour per day
4. To pay for “no-shows” at 1/2 the hourly rate for school based services when only one student is served at the school and at 1/2 the per visit rate for early intervention services when confirmed appointments are missed by the family with less than 24 hours notice.
 5. To have a designated school official and Caregiver verify with his/her signature the services provided by **CARE** staff.
 6. To provide payment in full to **CARE** within 60 days of invoice date. Adjustments, if needed, will be made by **CARE** on the following month’s invoice.

Please provide the following information

Facility Name:	_____
Billing Address: Street	_____
City, State, Zip	_____
ATTN:	_____
Telephone Number:	_____
E-mail Address:	_____

C. HCPS AND CARE MUTUALLY AGREE:

1. To render services in accordance with laws, professional ethics and standards of practice promulgated by relevant licensing boards and professional organizations.
2. That during the term of this contract and for a period of one (1) year after the termination of this contract, for whatever reason, neither agency will hire, attempt to hire, solicit for employment, or employ any staff of each other's company or agency.
3. To directly and immediately bring contract/personnel quality assurance concerns to the attention of each agency's administration prior to any discussion with either agency's staff.
4. That **CARE** is an independent agency, and therefore **CARE** is responsible for all taxes and legal requirements of employment for its staff.
5. **HCPS** and **CARE** will indemnify and hold harmless, their trustees, officers, employees and agents from and against all claims, damages, liabilities, losses and expenses, including but not limited to reasonable attorney fees, court costs and other costs actually incurred arising out of any personal injury or property damage caused by the negligent or intentional acts or omissions of **HCPS** or **CARE** or their employees or agents in performing their obligations hereunder, except to the extent that any such loss, damage, costs and expenses were caused by the negligent or intentional acts or omissions of the other agency, its officers, employees or agents.

This contract for a licensed physical therapist, or a licensed speech and language pathologist, covers the time period **from July 28, 2009 to June 30, 2010**. This contract may be altered, extended by mutual agreement of both parties, or terminated with thirty days' notice to the Vice President of Clinical Affairs. **CARE** may suspend service or terminate the contract due to delinquent payment of the **HCPS** account with notice.

**Harford County
Public Schools**

Care Resources

By: _____
Date

By: _____
Jane Satterfield
Executive Director Date

Name and Title

