

RSA-2 Form: Parent/Guardian and Individual Provider/Agency Service Agreement

Please complete and sign this form, attach a copy of the Provider's New York State Education Department ("NYSED") certificate/license and current registration, and submit it to the "Contact Person" (Section I) for the New York City Department of Education ("DOE") for approval. Providers of bilingual services must also attach one of the following: (a) the passing results of the NYSED Bilingual Education Assessment or other valid language proficiency assessment; or (b) an appropriate NYSED Bilingual Education Extension credential.

Section I. To be completed by New York City Department of Education Staff

Name of Student: _____	Student ID No.: _____			
Service: _____	Sessions Per Week: _____	Duration: _____	Maximum group size: _____	Language: _____
School: _____	Borough: _____	District: _____	CSE /CFN : _____	
Contact Person: _____	Telephone #: _____			
Contact Person Address: _____				

Section II. To be completed by Parent/Guardian

Name of Parent/Guardian: _____				
Address: _____	City, State and Zip: _____			
Work Telephone No.: _____	Home Telephone No.: _____			
Provider Name: _____	Agency Name (if applicable): _____			
Services to be provided at:	<input type="checkbox"/> Student's School	<input type="checkbox"/> Student's Home	<input type="checkbox"/> Provider/Agency Site	<input type="checkbox"/> Other _____

Section III. To be completed by Individual Provider and Agency (if applicable):

Individual Provider name: _____		
Individual Provider work address: _____		
Telephone No.: () _____	Social Security Number _____	(For payment purpose)
Title /Discipline: _____	NYS License/Certificate No.: _____	
Agency name: _____	Agency tax Id: _____	
Agency address: _____		
If the agency tax identification number is included, the payment will be made to the agency.		

TERMS OF PROVISION OF RELATED SERVICES

- Payment is made for the provision of direct service only by the appropriately licensed professional identified in Section III of this form as the "Individual Provider." Service **cannot** be provided by an individual who is not identified as the Provider or does not possess appropriate licensure at the time of service even if that individual is supervised by or working under the direction of a person who is appropriately licensed. To change a Provider, a new form must be submitted and approved even if the new provider is within the same agency.
- The Individual Provider and all Providers working for an Agency must obtain security clearance from the DOE, including background and fingerprint checks, **before** providing services to any student.
- Services may not be provided before the authorization date indicated on the Approval Letter.
- The Individual Provider/Agency must ensure that the provider's certification/license and registration remain current.
- Services must be delivered as specified in the IEP, including frequency, duration, language and maximum group size.
- The Individual Provider/Agency must inform the DOE of the initiation and termination dates of service.
- The Individual Provider/Agency will maintain and submit daily attendance in a format directed by the DOE and participate in the collection of data/information as needed by the DOE at no additional cost to the DOE.
- The Individual Provider/Agency will prepare and maintain dated session notes, submit a Student Progress Report upon request, attend IEP conferences as required, and complete the appropriate pages of the IEP at no cost to the DOE. If the provider does not comply with this requirement payment may be withheld. Individual Providers/Agencies must maintain

Name of Student: _____ Student ID No.: _____

and produce for audit or other review records of service provision. In addition, Agencies must maintain and produce for audit all records that support billing the DOE, including employee/consultant providers' time and payroll records, and must cooperate with all government investigations.

- Services must be provided in accordance with the DOE's school calendar.
- Services should be provided during the school day. If this is not possible, services may not begin prior to 6:00 AM and must end no later than 8:00 PM for students attending grades K through 2; 9:00 PM for students attending grades 3 through 5; and, 10:00 PM for students attending grade 6 through 12.
- Make-up sessions must occur during the same week as the missed session(s).
- The Individual Provider/Agency will not charge, or accept payment or compensation of any kind from the Parent/Guardian or Student and shall not bill Medicaid or other insurance for the services provided under this agreement.
- The Individual Provider and Agency administrators and providers must review and abide by all the terms of the DOE's Medicaid Compliance Plan (available at ? need website), including that each individual providing service to the student 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 entered in the electronic invoice field provided. Failure to include the NPI number of the direct service provider may result in non-payment. Payment for each session shall not exceed the maximum rate allowed. This rate is for direct service only and is the rate regardless of the size of the group being served except in the area of speech therapy which is dependent on the number of students that are served in one session as indicated on the rate schedule. **Note: Agencies under contract to the DOE serving as an Independent Provider for the provision of a specific Related Service shall be paid for those assignments at the highest rate the Agency was awarded in that specific service area.** Is this still true?
- Invoices must be submitted in the format specified by the DOE, and DOE reserves the right to reject payment if an invoice is submitted later than 90 days after the end of the month in which services were provided.
- The Individual Provider/Agency will be in receipt of confidential information and will protect, and not disclose to third parties, any student data, unless required by law or court order, and will comply with Chancellor's Regulation A-820, governing access to and disclosure of student information, which is available at <http://docs.nycenet.edu/docushare/dsweb/Get/Document-44/A-820.pdf>
- The Individual Provider/Agency will adhere to Chancellor's Regulation C-110 and New York City Charter Chapter 68 Conflicts of Interest Rules, which is available at <http://www.nyc.gov/html/conflicts/html/home/home.shtml>. Note that the Individual Provider may not be the student's relative or near relative as that term is defined in Chancellor's Regulation C-110 <http://docs.nycenet.edu/docushare/dsweb/Get/Document-56/C-110.pdf>. In addition, Providers are prohibited from giving gifts to DOE staff, regardless of value.
- Pursuant to the New York City Conflict of Interest Rules, a current full-time employee of the DOE cannot provide services under this agreement, unless the services are covered by the mass waivers granted by the New York City Conflicts of Interest Board, or, unless an individual waiver is granted by the New York City Conflicts of Interest Board 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.
- If the Individual Provider/Agency expects that its aggregate business with the DOE during any twelve month period will 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 (contact VendorHotline@schools.nyc.gov or telephone number (718) 935-2300 for more information). The Individual Provider/Agency is not entitled to payment during any twelve month period in excess of \$100,000 without submitting a VENDEX and entering into a contract with the DOE.
- If the Individual Provider and/or Agency (if applicable) fails to adhere to any of the above-stated conditions, the DOE reserves the right to withhold payment for Services.
- The DOE reserves the right to withhold payment if there is any dispute with the Agency or a related Agency. The Individual Provider/Agency must carry professional malpractice/liability insurance.
- The DOE shall have the right to terminate this Agreement for cause with 10 days' written notice to the Individual Provider/Agency.

Only the Individual Provider signing this form may provide services to this student. I have read the above and agree to the stated conditions.

Signature of Individual Provider

Print name

Date

Signature of Authorized Agency Representative (if applicable)

Print name

Date

I, the Student's **parent/guardian**, have read the above terms of provision of services. I have chosen the Individual Provider/Agency identified in Section II and grant permission to the DOE to release the Student's records to the Individual Provider/Agency to the extent necessary for service delivery.

Signature of Parent/Guardian

Print name

Date