

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the, [REDACTED] by and between [REDACTED], (Care Coordination Agency) a Not-For-Profit corporation duly organized and existing under the laws of the State of New York, Community Connections of NY, Inc., ("CCNY"), a Not-For-Profit corporation duly organized and existing under the laws of the State of New York and [REDACTED], a Not-For-Profit corporation.

### **WITNESSETH:**

**WHEREAS**, Coordinating Agency has established a program ("Wrap-Around Program", or "Program") in cooperation with the Department of Social Services of Erie County, New York, to provide community-based professional and ancillary services ("Services") for children and adolescents with special needs; and

**WHEREAS**, the Coordinating Agency through its individual staff members ("Care Coordinators") manages the Wrap-Around Program by coordinating, overseeing, and managing the provision of Services to individuals enrolled in the Program ("Enrollees"); and

**WHEREAS**, Coordinating Agency desires to engage Vendor to provide Services to Enrollees from time to time; and

**WHEREAS**, Vendor must meet certain criteria regarding its staff, hiring practices, certification and maintain specific records and data on the Services provided to Enrollees; and

**WHEREAS**, As per Office of Mental Health Regulations, that a criminal history record check (finger printing) and state central registry clearance (SCR) be performed and completed on all Vendor staff in order for the Vendor provider to contract with an Office of Mental Health Program and/or Office of Mental Health funded program ("Coordinating Agency").

**WHEREAS**, As per Office of Mental Health Regulations, every Vendor shall be responsible for obtaining a set of fingerprints for each prospective employee or volunteer of the provider services and shall submit the same to the Office of Mental Health for a criminal background check; and

**WHEREAS**, As per Office of Mental Health Regulations, Vendor must establish policies and procedures to implement criminal history record checks and shall address the need for supervision to monitor the activities of the approved employee or volunteer in order to ensure the health, safety, and welfare of clients; and

**WHEREAS**, As per Office of Mental Health Regulations, Vendor shall establish, maintain and keep a current record of: employee roster and staffing assignments, volunteer roster, names of all persons for whom a request for a criminal background history was submitted to the Office, identifying whether or not the person was applying for an employment or volunteer position, and

the results of the criminal background history, and determination of the Office and a record identifying whether or not such individual was hired or permitted to engage in volunteer services and what position he or she holds.

**WHEREAS**, Vendor desires to provide Services to Enrollees pursuant to the Program; and

**WHEREAS**, CCNY has been engaged to evaluate the effectiveness of the services of both Coordinating Agency and the Vendor and provide recommendations on methods to improve the quality of services and management of the organizations.

**NOW, THEREFORE**, in consideration of the mutual promises and provisions contained herein, the parties agree as follows:

**1. DEFINITIONS:** As used in this Agreement, the following terms shall have the meanings set forth in this Section, unless the context is clear that such meanings are not intended:

1.1 "Agreement": This agreement and any exhibits, attachments, schedules, and amendments.

1.2 "Care Manager Database": The database of information relating to Enrollees maintained by the Coordinating Agency and the Vendor, including, but not limited to, biographical information, Progress Notes and Case Record.

1.3 "Case Record": Any medical, social service, or psychological clinical documentation relating to the diagnosis, assessment, treatment, or other provision of Covered Services to a Enrollee.

1.4 "Covered Services": Those specific Services, which Vendor agrees to deliver to Enrollees pursuant to this Agreement. The Covered Services are described in Schedule 1.2.

1.5 "Designated Personnel": Employees of Provider who are designated by Provider to deliver Covered Services to Enrollees.

1.6 "Plan of Care": A written document that describes the type, frequency and duration of the services that are to be provided to an Enrollee or Enrollee's family. The Plan of Care will include the diagnosis and objectives to be reached. Each Plan of Care will include an Initial Plan of Care, which shall be updated by periodic Planned Actions. The Plan of Care shall also be updated by a Safety Plan, as needed.

1.7 "Care Coordinator": Professional Staff retained by Coordinating Agency to organize child and family teams, conduct team meetings, prepare Plans of Care, and arrange for the provision of all services in accordance with the Plans of Care.

1.8 "Enrollee(s)": Individual child(ren) and their family(ies) who are participants in the Wrap Around Program of Erie County.

1.9"Third Party Audit": A survey, review or audit conducted by any local, state, or federal regulatory, licensing or accrediting agency.

1.10"Initial Plan of Care": The plan for providing Services (including Covered Services) to an Enrollee established by the Care Coordinator when the Enrollee is first admitted to the Program.

1.11"Internal Audit": A survey, review or audit conducted by CCNY or the Coordinating Agency.

1.12"Planned Actions": The subsequent Services which execute, modify and supplement the Initial Plan of Care.

1.13"Progress Note": A record of service rendered to a Enrollee or Enrollee's family, which contains a complete and accurate description of individual encounters.

1.14"Quality Assurance/Utilization Review": A system which provides ongoing monitoring activities related to the quality, appropriateness, effectiveness, cost, and utilization of the services provided or arranged by Coordinating Agency and/or CCNY, Inc. and the implementation of appropriate corrective actions, as determined by Coordinating Agency and/or CCNY, Inc.

1.15"Quality Improvement Plan": A plan developed by CCNY for the Vendor and Coordinating Agency to improve the quality of the Services delivered under the Program.

1.16"Safety Plan": The plan designed by the Care Coordinator for ensuring the safety of the Enrollee which may be modified and/or supplemented from time to time.

## **2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF VENDOR:**

Vendor represents, warrants and covenants to Coordinating Agency and CCNY as follows:

2.1 Neither Vendor nor Designated Personnel have been convicted of a felony or misdemeanor within the past 7 years related to the care or welfare of children, child abuse, fraud, moral turpitude, sexual offenses or substance abuse; provided, however, that all felonies and/or misdemeanors within the time period shall be included in Schedule 2.3.

2.2 Neither Vendor nor any of the Designated Personnel listed on Schedule 3.1 have, as of the date hereof or any subsequent date relating to an update of such schedule, a chemical, alcohol or other substance dependency that would impair such party's ability to render Covered Services. In addition, neither Vendor nor Designated Personnel have any other type of disability, which would prevent them from rendering the Covered Services.

2.3 A complete description of the malpractice claims experience of Vendor and Designated Personnel is attached hereto as Schedule 2.6.

2.4 Vendor has adequate resources to render Covered Services in accordance with Plans of Care forwarded from time to time by Care Coordinators.

2.5 The representations, warranties and covenants in this Section shall continue in effect so long as this Agreement is in effect. Vendor and/or Designated Personnel shall notify Coordinating Agency immediately in writing of any correction, modification or change in status of any such representation, warranty or covenant. Vendor agrees to update the list of Designated Personnel and any of the Schedules as necessary in connection with any change of circumstance requiring disclosure. Unless otherwise required by this Agreement, such updated schedules will be provided to both Coordinating Agency and CCNY within five (5) business days of the change in circumstance. Vendor shall comply with all requests from CCNY, Inc. and/or Coordinating Agency for proof of compliance with the foregoing representations, warranties and covenants, including, but not limited to, execution of periodic certification.

### **3. VENDOR'S RESPONSIBILITIES:**

3.1 Attached hereto as Schedule 3.1 is a Vendor Demographic Data Form to be completed by each Designated Personnel as of the date hereof. Vendor agrees to provide written notification to the Coordinating Agency and CCNY within 48 hours of any change (i) in Designated Personnel; or (ii) in the suspension of any Designated Personnel.

3.2 Vendor shall cause all Designated Personnel to sign the acknowledgment provided for in Schedule 3.2 of this Agreement, which indicates that Designated Personnel agree to be bound by the terms and conditions of this Agreement. In the event that Vendor replaces or designates new personnel who shall provide services pursuant to this Agreement, all new Designated Personnel shall be bound in writing to this Agreement, and Vendor shall cause all new Designated Personnel to execute the acknowledgement provided for in Section

- 3.3 Vendor shall maintain malpractice and general comprehensive liability insurance with a carrier acceptable to Coordinating Agency in the minimum amount of \$1,000,000.00 per occurrence and \$ 3,000,000.00 in the aggregate per year. Vendor shall maintain a current certificate of insurance on file at Coordinating Agency. Such insurance shall provide that it shall name both Vendor and CCNY as additional insured and such policy shall not be cancelled without thirty (30) day advance notice to Coordinating and CCNY.
- 3.4 Vendor agrees to promptly render or arrange for Designated Personnel to render Covered Services in accordance with Enrollees' Plan of Care, as amended from time to time. Vendor and Designated Personnel shall render Covered Services to Enrollees only if the Care Coordinator has authorized such Covered Services through the Enrollee's Plan of Care.
- 3.5 Vendor shall verify whether Enrollees have health insurance coverage prior to rendering Covered Services. If an Enrollee has any coverage that will provide reimbursement for a Covered Service, then Vendor must submit claims for such services to the relevant payor or plan. If Vendor or Designated Personnel are reimbursed by any third-party for Covered Services, Vendor and/or Designated Personnel shall not seek reimbursement from Coordinating Agency for such services. If Vendor or Designated Personnel are reimbursed by any third-party for Covered Services for which Coordinating Agency previously compensated Vendor, Vendor shall return to Coordinating Agency the full amount that Coordinating Agency previously paid Vendor for such services. To the extent that Vendor does not return such amounts to the Coordinating Agency, Coordinating Agency shall be entitled to offset such amount against any amount owed to Vendor for any Covered Services provided to any Enrollee in connection with the Program. Under no circumstances, including termination of this Agreement for any reason, shall Vendor or Designated Personnel seek remuneration or compensation from or have recourse against Enrollees, or any person acting on their behalf, for Covered Services rendered pursuant to an Enrollee's Plan of Care. This provision shall survive termination or expiration of this Agreement.
- 3.6 Vendor shall deliver a Progress Note to the Care Coordinator no later than 48 hours after rendering Covered Services, including Covered Services that are reimbursable by a third-party. Progress Notes shall be delivered electronically through the Care Manager Database. Vendor shall correct or complete all Progress Notes that are rejected by the Care Coordinator within 48 hours after the Progress Note is returned to Vendor.
- 3.7 Vendor and Designated Personnel shall act in conformance with all applicable local, state and federal laws and regulations and with the requirements of all professional and

governmental agencies, which now or hereafter set standards for the practice of the specific Covered Services that are the subject of this Agreement.

3.8 Vendor shall be responsible to ensure that every Designated Personnel has completed the necessary level of training for the Covered Services provided under this Agreement as required by any regulatory or governmental agency. In addition, Vendor is responsible for the supervision of all Designated Personnel in its employ and shall provide CCNY with a copy of its plan of supervision, including, but not limited to, the structure, frequency and methodology for such supervision and will also provide CCNY with any update of such supervisory policy.

3.9 Vendor and Designated Personnel shall cooperate with CCNY and Coordinating Agency with respect to any Third Party Audit or any Internal Audit conducted during the term of this Agreement. Vendor and Designated Personnel shall cooperate in implementing any changes deemed necessary as a result of either a Third Party Audit or an Internal Audit. Vendor will provide Coordinating Agency and CCNY with a copy of any report generated as a result of a Third Party Audit.

3.10 Vendor and Designated Personnel shall comply with all relevant administrative policies of Coordinating Agency and shall participate in CCNY, Inc. and/or Coordinating Agency's Quality Assurance/Utilization Review procedures and processes. Vendor and Designated Personnel shall promptly forward any Enrollee complaint or grievance to Coordinating Agency.

3.11 Vendor and/or Designated Personnel shall simultaneously notify Coordinating Agency and CCNY immediately if an investigation or inquiry of Vendor and/or Designated Personnel is begun by a governmental agency or any other entity. If in the judgment of CCNY or the Coordinating Agency such investigation or inquiry has a material impact on a Vendor and/or Designated Personnel's ability to provide the Covered Services or fulfill any of its other obligations under this Agreement, the Provider and/or Designated Personnel may be suspended from providing Covered Services until the investigation or inquiry has been resolved.

3.12 Vendor shall not refer an Enrollee to another Vendor or admit such Enrollee to a hospital without the prior documented approval of the Care Coordinator.

3.13 Vendor agrees that Coordinating Agency may include the name, address and telephone number of Vendor and a description of the Covered Services provided hereunder in its

educational and marketing materials, in any roster of participating Vendors and in other brochures related to the provision of services under this Agreement. In addition, Provider and Coordinating Agency agree to provide such information to CCNY upon request.

3.14 Vendor and/or Designated Personnel upon suspecting that an Enrollee has been the victim of abuse or neglect shall immediately contact the required state hotline and comply with all of the necessary procedures and protocols and then without delay shall notify Coordinating Agency by contacting the Care Coordinator for that particular Enrollee. Vendor and/or Designated Personnel shall also submit written notice of such suspicion to Coordinating Agency as soon as practicable after contacting the Care Coordinator.

3.15 Neither Vendor nor any Designated Personnel may assign his/her rights or delegate his/her duties and/or responsibilities hereunder and any such attempted assignment or delegation shall be void.

3.16 Vendor and Designated Personnel shall act in conformance with the Health Insurance Portability and Accountability Act of 1996 and all regulations issued from time to time pursuant thereto (collectively "HIPAA"). In providing Covered Services under this Agreement, Vendor may be considered a "Business Associate" of Coordinating Agency, as such term is defined under HIPAA. To the extent that a Business Associate relationship exists between Vendor and Coordinating Agency, Vendor shall comply with the obligations under HIPAA that apply to Business Associates, including, but not limited to, the following:

a) Vendor shall not use or further disclose Protected Health Information (as defined in HIPAA) created or received by Vendor on behalf of Coordinating Agency other than as permitted or required by this Agreement or as required by law.

b) Vendor shall not use or further disclose Protected Health Information in a way that would violate the requirements of any state or federal law, rule or regulation including, but not limited to HIPAA.

c) Vendor shall implement appropriate safeguards to prevent use or disclosure of Protected Health Information in a manner that would violate the terms of this Agreement or any law.

d) Vendor shall report to Coordinating Agency any uses or disclosures of Protected Health Information made in violation of the terms of this Agreement or any law or which Vendor becomes aware.

e) Vendor shall make Protected Health Information available to Coordinating Agency to allow Coordinating Agency to comply with the provisions of HIPAA, relating to an individual's right to access Protected Health Information.

f) Vendor shall make his/her internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services for purposes of determining compliance with HIPAA.

g) Vendor shall return all Protected Health Information to Coordinating Agency at the termination or expiration of this Agreement, if feasible, and shall retain no copies. If such return is not feasible, Vendor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return of the information not feasible.

h) Vendor shall make Protected Health Information available for any amendments or corrections and shall incorporate any amendments or corrections to Protected Health Information in accordance with the provisions of HIPAA and/or whenever Coordinating Agency notifies Vendor of such change.

i) Vendor shall ensure that any agents and subcontractors, to whom he/she provides Protected Health Information received from, or created or received by Vendor on behalf of, Coordinating Agency, agrees in writing to abide by the same restrictions and conditions that apply through this Agreement to Vendor with respect to such Protected Health Information.

j) Vendor shall make an ongoing log of the details relating to any disclosures of Protected Health Information he/she makes (including, but not limited to, the date made, the name of the person or organization receiving the Protected Health Information, the recipient's address (if known), a description of the Protected Health Information disclosed, and the reason



for the disclosure). Vendor shall, within ten (10) days of Coordinating Agency's request, make such log available to Coordinating Agency as needed for Coordinating Agency to make a proper accounting of disclosures to its clients.

k) Vendor shall mitigate, to the extent practicable, any harmful effect that is known to Vendor of a use or disclosure of Protected Health Information by Vendor in violation of the requirements of this Agreement.

3.17 If Vendor or Designated Personnel become aware of any violation of the requirements set forth in Article 3 hereof, Vendor and/or Designated Personnel will immediately notify Coordinating Agency and Enrollee's family and explain the details of the violation.

3.18 Vendor or Designated Personnel may expend small amounts of money from time to time to pay for services for Enrollees. Examples of such expenditures would include taking a child out for a meal, admission to a movie, etc. Provider or Designated Personnel shall obtain receipts and within five (5) business days of making such expenditures shall submit receipts to Coordinating Agency and all backup documentation with the request for reimbursement for such expenditures. Requests for reimbursement submitted after the lapse of five (5) business days may be denied as untimely. Requests submitted without receipts may be denied as being unsubstantiated.

#### **4 COORDINATING AGENCY'S RESPONSIBILITIES:**

4.1 Coordinating Agency shall be responsible for arranging for a secure website for the exchange of information, including, but not limited to, Planned Actions and Case Records and Progress Notes. The current provider of such website is Community Care Systems, Inc. and the information is maintained on the Care Manager Database. Community Care Systems Inc. shall supply Vendor and Designated Personnel with passwords that permit access to the secure website. To the extent that the Coordinating Agency changes providers of such website, it will notify the Vendor and the Designated Personnel.

4.2 Coordinating Agency's Care Coordinators shall have full authority and sole discretion to accept or reject Progress Notes submitted by Vendor and Designated Personnel in accordance with the published guidelines and policies regarding progress note submission.

- 4.3 No later than the 25<sup>th</sup> of each month, while an Enrollee is in the Program, the Coordinating Agency through the Care Coordinator shall submit the proposed Planned Actions to the Supervisor or back up Supervisor, as the case may be. Such submission shall be made over the secure website developed and maintained by Community Care Systems, Inc. The Supervisor shall review the proposed Planned Actions and promptly make recommendations or communicate concerns to the Care Coordinator so that a final Planned Actions program may be implemented by the first day of the month.
- 4.4 Coordinating Agency shall compensate Vendor on a monthly basis for Covered Services for which Progress Notes have been accepted by Care Coordinators during the preceding month, except for Covered Services that are reimbursable by a third-party. Such compensation shall be based on the fee schedule set forth in Schedule 1.2 (attached hereto). Coordinating Agency shall pay Vendor no later than the last day of the month in which such payment is due; provided, however, that if Erie County fails to provide funding for the Program in any month according to the terms of its contract with Coordinating Agency, then Coordinating Agency's obligation to pay Vendor for related Covered Services shall be extended to five days after such funding is actually received by Coordinating Agency from Erie County.
- 4.5 When a Vendor has been engaged by the Coordinating Agency to provide Covered Services to Enrollees and Vendor (or a member of its staff) appears at the appointed location at the appointed time to perform the Covered Services, if the appointment is cancelled while the Vendor is en route, or if the recipient(s) is/are either unavailable or decline(s) the Covered Service, the Vendor will nonetheless be reimbursed by the Coordinating Agency at the contracted rate for no more than one quarter hour.
- 4.6 Coordinating Agency shall be responsible for notifying the Vendor of the cessation, resignation or termination of any Care Coordinator no later than 48 hours after the effective time of such cessation, resignation or termination.
- 4.7 Coordinating Agency shall conduct periodic Quality Assurance/Utilization Review procedures and processes related to the provision of Covered Services.

4.8 Coordinating Agency shall supply Vendor with information, periodically updated, concerning Enrollee eligibility. Care Coordinators shall update all Plans of Care with the Child and Family Team on a periodic basis and as necessary to address emergencies.

## **5      CCNY REQUIREMENTS AND RESONSIBILITIES:**

5.1 Vendor, Designated Personnel and Coordinating Agency shall take whatever steps may be necessary, including, but not limited to, execution of authorizations, providing access codes and other documentation, to permit CCNY access to review all Plans of Care, Planned Actions, Progress Notes and Safety Plans for each Enrollee in the Program. Such access shall be through the secured website of Community Care Systems Inc.[Care Manager Database] or such other successor or substituted entity as the parties may utilize in the future.

5.2 Vendor, Desingated Personnel and Coordinating Agency shall cooperate to provide CCNY with the following information:

- a)      a copy of the plan of supervision pursuant to Section 3.8
- b)      a copy of any Third Party Audit or survey pursuant to Section 3.9
- c)      notice of any investigation or inquiry pursuant to Section 3.11
- d)      copy of the information required under Section 3.13
- e)      copies of Quality Improvement/Utilization Reviews and any reports generated as a result thereof pursuant to Section 4.7

5.1 CCNY shall be provided access to all personnel files for Vendor, Designated Personnel and Coordinating Agency and also all supervision, case record reviews, and other related reports shall be made available for CCNY to perform its quality improvement activities.

5.2 CCNY shall provide to Vendor and Coordinating Agency relevant statistical data, analysis and interpretation of such information in connection with its preparation of a plan to enhance overall Program efficiency and an individualized quality improvement plan tailored to each Vendor and Coordinating Agency (the "Quality Improvement Plan"). The Quality Improvement Plan and updates thereof shall be submitted and reviewed with Vendors and Coordinating Agencies at least twice during a twelve month period.

## **6      TERM:**

6.1 The term of this Agreement shall be for a period of one (1) year (the "Initial Term") from the effective date as set forth in the introductory paragraph, unless earlier terminated. Subject to the provisions of Section 7 below, unless notified by either the Coordinating Agency or CCNY at least thirty (30) days prior to the last day of the Initial Term (or any Renewal Term as defined), this Agreement shall automatically renew for an additional one (1) year period (a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as the prior term and the parties will be expected to provide the same certificates (insurance, supervision plan etc.) as if it was an Initial Term.

## **7      TERMINATION:**

By Vendor or Coordinating Agency:

7.1 This Agreement may be voluntarily terminated by the Vendor or the Coordinating Agency for any reason or no reason by providing the other party and CCNY sixty (60) days prior written notice. Such notice shall be in writing and shall be sent by certified mail or such other method of delivery which provides a documented record of receipt.

7.2 In the event that the Coordinating Agency has determined that a Designated Personnel of Vendor has breached a representation, warranty, covenant or other term of this Agreement,

then Coordinating Agency may, solely at its option, notify Vendor, in writing, that Coordinating Agency will no longer reimburse Vendor for such Designated Personnel's services.

- 7.3 In the event that the Coordinating Agency determined that the Vendor has breached any representation, warranty, covenant or term contained in this Agreement then Coordinating Agency may terminate this Agreement; provided, however, that Coordinating Agency shall first supply both Vendor and CCNY with a written notice detailing the nature of the breach and an opportunity to remedy such breach to Coordinating Agency's satisfaction within thirty (30) days. If Coordinating Agency, in its discretion, determines that Vendor's breach jeopardizes the safety or welfare of an Enrollee or third party, Coordinating Agency may suspend Vendor's ability to render Covered Services during the thirty (30) days in which Vendor has the opportunity to cure.

By CCNY:

- 7.4 In the event that CCNY determines that the Vendor or the Coordinating Agency has breached a representation, warranty, covenant, obligation or other term of this Agreement, then CCNY, may, terminate this Agreement; provided, however, that CCNY shall first provide Vendor and Coordinating Agency with a written notice detailing the nature of the breach and an opportunity to remedy such breach to CCNY's satisfaction within thirty (30) days. If CCNY, in its discretion, determines that Vendor's or Coordinating Agency's breach jeopardizes the safety or welfare of an Enrollee or third party, CCNY may suspend Vendor's or Coordinating Agency's participation in the Program pending cure of the breach.
- 7.5 In the event that CCNY determines that the Vendor or Coordinating Agency has failed to adhere to regulations promulgated by either the Office of Child and Family Services ("OCFS") or the Office of Mental Health ("OMH") of the State of New York relating to the care of children.
- 7.6 In the event that CCNY determines that the Vendor or Coordinating Agency has admitted to or is found civilly or criminally liable for violating federal and/or state fraud and abuse statutes, rules or regulations.

7.7 In the event that CCNY determines that Vendor or Coordinating Agency has failed to provide in a timely manner the data and/or access to such records as are required to be provided pursuant to the terms and conditions of this Agreement.

7.8 In the event that the Vendor or the Coordinating Agency fail to adhere to the recommended quality improvement plan prepared by and monitored by CCNY. Such termination shall only be effective thirty (30) days after notice from CCNY.

## **8      INDEMNIFICATION:**

8.1 Vendor and Designated Personnel shall indemnify and hold Coordinating Agency and CCNY harmless from and against any liability, loss, cost, damage or expense, including attorney fees, Coordinating Agency and CCNY incurs as a result of or in connection with Vendor's or any Designated Personnel's breach of any of the continuing representations, warranties and covenants in this Agreement or in connection with any other breach by Vendor or Designated Personnel of their obligations under this Agreement. In addition, Vendor and Designated Personnel shall further indemnify and hold harmless Coordinating Agency and CCNY for any injury, death, damages, loss, claim or charge by an Enrollee (his/her parent or guardian) resulting from the act, omission or negligence of Vendor and/or Designated Personnel. This provision shall survive termination or expiration of this Agreement.

8.2 Coordinating Agency shall indemnify and hold CCNY and Vendor and Designated Personnel harmless from and against any liability, loss, cost, damage or expense, including attorney fees, Vendor or Designated Personnel incur as a result of or in connection with Coordinating Agency's breach of any of its obligations under this Agreement. This provision shall survive termination or expiration of this Agreement.

## **9      RECORDS:**

9.1 If Vendor receives a request for access to Case Records from any governmental entity, it shall notify Coordinating Agency and consult with Coordinating Agency regarding the response to the request. Vendor shall also provide copies of all documentation requested to Coordinating Agency and to the extent that any request for documents or response to a document request relate to quality control issues CCNY will be provided with a copy of all

such documentation. This provision shall survive termination or expiration of this Agreement.

9.2 All Case Records concerning Enrollees shall belong to and remain the property of Coordinating Agency; provided, however, that during the term of this Agreement and following termination of this Agreement, Vendor shall have access to, and may reproduce, at its own expense, the records of any Enrollees to whom it rendered services under this Agreement, to the extent permitted under applicable laws governing confidentiality of medical records. This provision shall survive termination or expiration of this Agreement.

9.3 During the term of this Agreement and any renewals hereof, the parties shall, to the extent permitted under applicable laws governing confidentiality of medical records, allow each other access to their respective records, including, without limitation, computer summaries of Enrollee statistics.

## **10     MISCELLANEOUS:**

10.1   ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and it supersedes any prior agreements or understandings, whether oral or written, between the parties or with respect to the subject matter hereof. This Agreement may not be modified or amended orally or by any course of conduct or usage of trade but only by an agreement in writing duly executed by the parties hereto.

10.2   GOVERNING LAW. This Agreement shall be understood to be in accordance with, and governed by, the laws of the State of New York without reference to its conflicts of law principles.

10.3 WAIVER. Any waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement.

10.4 SEVERABILITY. If any provision of this Agreement shall be determined to be unenforceable or invalid, such determination shall not affect the enforceability or validity of any other provision.

10.5 SURVIVABILITY. The obligations specified in paragraphs 3.5, 8.1, 8.2, 9.1, and 9.2 shall survive any termination or expiration of this Agreement.

10.6 INDEPENDENT CONTRACTOR STATUS. Vendor shall be treated as an independent contractor of Coordinating Agency for all purposes, including employment tax purposes. Coordinating Agency shall report any payments made by Coordinating Agency to Vendor in accordance with this Agreement on IRS Form 1099-MISC and Vendor shall report such payment and pay all applicable taxes, including without limitation, income taxes, with respect thereto.

10.7 ACTS OF GOD. No party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from Acts of God or any similar or dissimilar cause beyond the reasonable control of any party.

10.8 NOTICES. All notices required or permitted by this Agreement shall be in writing and shall be sent by registered or certified mail addressed (or by such other method that allows for a return receipt) as follows (or to such other address that shall from time to time be supplied in writing by the parties hereto):

**If to Coordinating Agency:**

**If to Vendor:**

**If to CCNY:**

Community Connections of NY, Inc.  
605 Niagara Street  
Buffalo, New York 14207



10.9 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

**WITNESS WHEREOF**, Coordinating Agency Vendor and CCNY have executed this Agreement as of the day and year first written above.

By:\_\_\_\_\_

By:\_\_\_\_\_

**Community Connections of NY, Inc.**

By:\_\_\_\_\_

**Schedule 1.2**

**Covered Services and Fee Schedule**

<u><b>Code Number</b></u>	<u><b>Code Title</b></u>	<u><b>Rate/Unit</b></u>
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### **Schedule 2.3**

#### **Formal Disciplinary Proceedings**

#### **Involving Vendor and Designated Personnel**

## **Schedule 2.6**

### **Malpractice Claims Experience of Vendor and Designated Personnel**

**Schedule 3.1**

**Vendor Demographic Data Form**

See Attached

## **Schedule 3.2**

### **Agreement by Designated Personnel**

I, \_\_\_\_\_, do hereby:

1. Acknowledge that I have read the Agreement between Vendor and Coordinating Agency dated \_\_\_\_\_, and

2. Agree to be bound by and to adhere to all of the provisions of the Agreement which are imposed on me as a "Designated Personnel", as therein defined and in accordance with Paragraph 3.2 thereof.

\_\_\_\_\_  
(Signature)



**Vendor Demographic Data Form**

**Vendor Agency:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_  
(vendor to be added into system)

**Date of Birth:** --/--

**Address:** \_\_\_\_\_

**Vendor Agency Supervisor:** \_\_\_\_\_

(Person who will receive email alert)

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Availability:**

Any areas the vendor is unwilling or unable to travel to: \_\_\_\_\_

( ) Weekdays - AM ( ) Weekends - AM

( ) Weekdays - PM ( ) Weekends - PM

**Credentials (check highest level completed):**

HS/GED ( ) AA ( ) BA/BS ( ) Masters Degree ( ) MD or JD ( )

Professional Licenses: \_\_\_\_\_

DCW Trng. Completion Date: \_\_\_\_\_ Prof. Trng. Completion Date: \_\_\_\_\_

**Gender (check one):** Male ( ) Female ( ) Transgender ( )

**Race/Ethnicity:**

Caucasian ( ) Black/African American ( ) Hispanic/Latino ( ) Asian/Pacific Islander ( ) Multi-racial ( ) Other ( ) \_\_\_\_\_

**Language Spoken (other than English):**

American Sign language ( ) Vietnamese ( ) Spanish ( ) Other ( ) \_\_\_\_\_

**Special Interests (Check all that apply):**

Arts ( ) Computer Technology ( ) Sports ( ) Music ( ) Other ( )

**Areas of Clinical Experience**

ADHD ( ) Adoption Issues ( ) Anger Management ( ) Anxiety Disorder ( ) AODA - Teens/Adolescents ( )

Autism ( ) Bonding Assessment ( ) Cognitive Disabilities ( ) Depressive Disorder ( )

Domestic Violence Disorder ( ) Domestic Violence Victim ( ) EMDR ( ) Gambling ( ) Gang Issues ( )

Grief Issues ( ) Immigration/Refugee Issues ( ) LGBTQ ( ) ODD/Conduct Disorder ( ) Personality Disorder ( )

Play Therapy ( ) Reactive Attachment Disorder ( ) Separation Issues (FC/OHC issues) ( )

Sexual Abuse - Offender ( ) Sexual Abuse - Victim ( )

**Experience in WRAP or related fields** 1-6 Months ( ) 7-12 Months ( ) 1-2 Years ( ) 2 + Years ( ) 4 + Years ( )

**Is Provider Medicaid eligible?** Yes ( ) No ( )

**List related field(s) of experience:** \_\_\_\_\_

**Code/Title (check all that apply)**

4653 Respite Services - Hourly ( )  
4654 Respite Services - Daily ( )  
4655 Family Support ( )  
4656 Skill Building ( )  
4657 Intensive In-Home ( )  
4659 Crisis Response - Hourly ( )  
5000 Outpatient Diagnostic Assessment ( )  
5050 Psychiatric Review/Medication Check ( )  
5100 Individual Mental Health Therapy ( )  
5101 Individual AODA Therapy ( )  
5102 Multisystemic Therapy (MST) ( )

Page 2 Name: \_\_\_\_\_

5208 DCW Supported Work Environment ( )  
5240 Behavior Management Services ( )  
5300 Crisis Home/Beds ( )  
5301 Crisis Residential Beds ( )  
5340 Residential Treatment Center ( )  
  
5341 Residential Diagnostic Services ( )  
5400 Group Home Care ( )  
5523 Tutoring ( )  
5524 Skills Development: Mentoring ( )  
5526 Life Coach ( )

**Code/Title (check all that apply)**

5110 Family Mental Health Therapy ( )  
5121 Group Therapy (CD & MH) ( )  
5130 Art Therapy ( )  
5135 Mediation ( )  
5160 In Home & Comm. Behavioral Services ( )  
5180 Functional Assessments ( )  
5203 DCW Crisis Respite ( )  
5204 DCW - Teacher Aide ( )  
5205 DCW - Parent Aide ( )  
5206 DCW Mentoring ( )  
5207 DCW Recreation ( )

5530 Community Supervision ( )  
5531 Rise and Shine ( )  
5535 Group Recreation ( )  
5537 Community Interpreter ( )  
5538 Professional Translation ( )  
  
5570 Vendor Transportation ( )  
9002 Transportation ( )  
9013 Legal ( )  
9014 Translation ( )