

Occupational Therapy Contract | 2019

Agreement between VESTAL SCHOOL DISTRICT and CHILD'S PLAY OT, PLLC

This agreement is entered on July 9, 2019 between VESTAL SCHOOL DISTRICT and Child's Play OT, PLLC on mutual promises:

1. Collaborate in win-win spirit to provide services to the children and families of Tioga County
2. Be proactive about meeting school, county, and New York State needs
3. Provide mutual support and flexibility in service delivery while adjusting to changing needs
4. Focus on outcomes
5. Ensure that staff have required training

This agreement between Child's Play OT, PLLC. (CPOT) and VESTAL SCHOOL DISTRICT having its principle location in Broome County, New York, specifies that the Contractor (CPOT) will provide the following services:

1. Deliver occupational therapy services for the VESTAL SCHOOL DISTRICT classrooms located at facility and itinerant per prescriptions in the Individual Education Plans of the children. The parameters of this contract call for a total of 5 hours of direct service time and 1 hour indirect service time per week for 6 week school calendar (January 28, 2019-June 21, 2019). Services include individual and/or group treatment sessions including daily observation, planning, consultation, research, meetings, and documentation.
2. Complete and distribute all progress reports for CSE meetings and information required for quarterly report cards by proposed timelines
3. Utilizing the Kinney and/or ClearTrack system, the provider will complete all paperwork requirements for service documentation and accountability proposed timelines (as needed per Vestal School preference).
4. Daily Treatment Notes and Attendance record will be maintained by Child's Play OT
5. Participate in team meetings and when OT expertise is required
6. While there is no expectation for the contractor's therapist to attend CSE meetings on a regular basis, there is an expectation that they would be available for complex cases requiring expertise
7. Provide specialized materials required for service.

Term of Agreement:

This agreement will become effective on the 9th day of July 2019 and will continue in effect until August 16, 2019.

Method of Performing Services:

Contractor will determine the method, details, and means of performing the above prescribed services, including all staffing needs.

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Compensation:

VESTAL SCHOOL DISTRICT will compensate CPOT at the rate of \$2100.00 per month for 2 month extended year school calendar. Payment will be made following submission of invoice monthly beginning 8/1/2019. This cost structure is based on the service of a certified Occupational Therapist 5 hours per week for a 6-week extended school year program at \$70/half hour and 1 hour indirect per week (no charge).

Compliance:

False Claims: Contractor will comply with the Federal False Claims Act (31 USC&&3729-3733) & NY False Claims Act (State Finance Law, && 187-194) and related laws, rules and regulations

Criminal History Record Checks: Contractor must comply with the provisions of Executive Law &&845-B and Mental Hygiene Law & 16.33 related to criminal history record checks.

Exclusions: It is VESTAL SCHOOL DISTRICT' policy to not contract with any individual who has been excluded from participating in a Feral and/or State health care program as defined in the Social Security Act Sec. 1128. [42 U.S.C. 1320a-7] and Social Services Law 18 NYCRR Part 515. If, during the term of this contract, the Contractor is excluded from participation in a federal health care program or the New York Medicaid Program this contract shall be immediately terminated.

Credentials: As required by VESTAL SCHOOL DISTRICT' Credential Verification Policy, Contractor is required to submit proof of their license, education and/or certification to the Human Resources Department prior to commencement of services under the contract with updated copies of his/her license or certification when renewed. If Contractor's certification or license expires or is revoked and he/she is no longer qualified to perform contracted services, his/her contract with the Centers will be ended immediately.

Confidentiality and FERPA/HIPPA: Contractor will comply with all State and Federal Laws, rules and regulations regarding confidentiality and the handling of Protected health Information. All release of client information will be in full compliance with the 45 CFR Parts 160 and 164 of Federal Health Insurance Privacy and Accountability Act and the VESTAL SCHOOL DISTRICT's Notice of Privacy Practices.

Medicaid Compliance: Contractor will adhere to all rules and regulations as related to compliance with Medicaid. Please see specific Medicaid Compliance Policy and Procedure attached to contract for more specific information.

Workers' Compensation:

Workers' Compensation insurance will be provided and maintained by CPOT.

Insurance:

Contractor agrees to maintain a policy of insurance in the minimum amount of \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold VESTAL SCHOOL DISTRICT free and harmless from any and all claims arising from any such negligent act or omission.

Obligation of VESTAL SCHOOL DISTRICT:

VESTAL SCHOOL DISTRICT agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement. VESTAL SCHOOL DISTRICT agrees to ensure that space requirements are met.

Relationship of Parties:

It is mutually understood and agreed that VESTAL SCHOOL DISTRICT and Contractor are and at all times shall be independent contractors and not the employer, employee, partner, joint venture, agent or representative of the other, and neither shall have authority to act or present itself as the employer, employee, partner, joint venture, agent or representative of the other, nor to enter into or assume or attempt to enter into or assume any obligation on behalf of the other.

Termination:

In the event that VESTAL SCHOOL DISTRICT and/or Contractor wish to terminate this agreement, written notice will be provided by either party thirty (30) days prior to termination.

Assignment:

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by VESTAL SCHOOL DISTRICT or Contractor without the prior written consent of Contractor and VESTAL SCHOOL DISTRICT.

Medicare/Medicaid Corporate Compliance Program

POLICY: TO ASSURE PROPER HANDLING OF MEDICARE/MEDICAID AND OTHER INSURANCE PROGRAMS TO DETECT FRAUD, WASTE AND ABUSE IN MEDICARE/MEDICAID AND OTHER INSURANCE PROGRAMS.

PROCEDURE: Medicare/Medicaid and other insurance Corporate Compliance Program

1. STATUTORY REQUIREMENTS

The following are federal and state statutes applicable to this corporate compliance procedure.

A. Federal Laws

1. Federal False Claims Act (31 USC §§3729-3733)

B. State Laws

1. Chapter 442- Laws of 442 – Establishment of the Office of the Medicaid Inspector General
2. New York False Claims Act (State Finance Law §§187-194)
3. New York State Labor Law, §§740-741 – Whistleblower Protection
4. Social Services Law, §145-Penalties, False Statements, Sanctions
5. Social Services Law, §366-b-Penalties for Fraudulent Practices
6. Penal Law Article 165- False Written Statements
7. Penal Law Article 176- Insurance Fraud
8. Penal Law Article 177- Health Care Fraud

2. PURPOSE

Child's Play OT, PLLC is committed to providing outstanding healthcare services while adhering to the statutory requirements of corporate compliance. The purpose is to develop, adopt and implement an effective corporate compliance program aimed at detecting fraud, waste and abuse in Medicaid, Medicare and other insurance programs. It also will provide prompt, complete and accurate billing of services. This corporate compliance procedure is for all Child's Play OT, PLLC employees and contractors.

3. DEFINITIONS

Definitions that guide the compliance procedures, include the following:

- A. Fraud: Knowingly and willfully executing or attempting to defraud a Medicare/Medicaid and other insurance health care benefit program.
- B. Abuse: Abuse may, directly or indirectly, result in unnecessary costs to the Medicare/Medicaid and other insurance Third Party Payer, improper payment for services which fail to meet professionally recognized standards of care, or that are medically unnecessary. Abuse involves payment for items or services when there is no legal entitlement to that payment and the provider has not knowingly and/or intentionally misrepresented facts to obtain payment.
- C. Knowingly: means that someone actually knew that the claim was false, deliberately ignored whether the claim was false, or acted with reckless disregard for the truth of the submitted claim.
- D. Corporate Compliance Program: Activities that prevent, identify, monitor and respond to potential or actual non-compliance with Medicare/Medicaid and other insurance billing regulations.
- E. Corporate Compliance Officer (CCO): Responsible for the design, implementation, and operation of the Compliance Program.
- F. Corporate Compliance Committee: to assist, establish, implement, and monitor the corporate compliance program. This committee is made up of the administrative staff, the Public Health Director and the Corporate Compliance Officer.
- G. Child's Play OT, PLLC Personnel: employees, contractors, or members of the Board of Health (BOH) who require access to client information for the purpose of treatment, billing and collections, maintenance, research and assurance of regulatory compliance.
- H. Qui Tam Relator (a Whistleblower): a person seeking to expose thereby stop the wasting of Medicaid, Medicare and other insurance program funds. If the suit is successful, the whistleblower may receive a percentage of the portion of the money received by the government.

4. CORPORATE COMPLIANCE OFFICER

Child's Play OT, PLLC will have a dedicated Corporate Compliance Officer (CCO) with the responsibility for the day-to-day operation of the compliance program. The CCO will report directly to the Public Health Director and will at least quarterly report the activities of the compliance program to said Director and the Corporate Compliance Committee. A brief synopsis will be given to the Board of Health (BOH) at least quarterly.

A. Responsibilities:

1. Facilitate good faith participation in the compliance program by all affected individuals. Work with staff of all levels within the department to carry out the compliance program.
2. Recommend, develop and facilitate a system for routine identification of compliance risk areas specific to the department, for evaluation of such risk areas, including internal audits and, as appropriate, external audits, and for evaluation of potential or actual non-compliance as a result of these evaluations and audits.
3. Recommend, develop and facilitate a system for responding to compliance issue as they are raised; for investigating potential compliance problems; responding to compliance problems as identified in the course of evaluations and audits; correcting such problems promptly and thoroughly

and implementing procedures, policies and systems with the Public Health Director as necessary to reduce the potential for recurrence; identifying and reporting compliance issues to the OMIG (Office of Medicaid Inspector General) or the DOH (Department of Health); and refunding overpayments.

4. Perform annual training and education of all affected employees and contractual, including executive staff and BOH members, on compliance issues, expectations and the compliance program operation.
5. Set up and maintain the exclusion list verification.
6. Routine identification of compliance risk areas will occur as part of the ongoing records review/UR process. Other monitoring and audit methods will be developed as needed to carry out the goals of the corporate compliance plan.
7. Response to compliance issues as they are raised.
8. Identify and report Medicaid/Medicare and other insurance compliance issues, as appropriate, to the OMIG and/or the DOH.
9. Perform internal and external audits and cost report audits, including but not limited to, client record audits, billing reports, financial audits and cost report audits, program audits, Medicare/Medicaid and other insurance fraud reports, Medicare/Medicaid and other insurance abuse reports, investigation of suspected non-compliance.
10. Perform activities under the auspices of the compliance program will be reported to the Corporate Compliance Committee, administration and the Director by January 15th, April 15th, July 15th, and October 15th. The Director will provide reports to the BOH. Areas of deficiency will include a corrective action plan and will be monitored by the CCO and the Corporate Compliance Committee.
11. Perform an annual Self assessment using the Provider Self Assessment Tool on the OMIG website and report the results to the Director.

5. EXCLUSION LISTS

Lists have been created and maintained by the federal government and NYS of individuals and businesses who have been convicted of program-related fraud and patient abuse, licensing board actions and default of Health Education Assistance Loans. The lists that the Child's Play OT, PLLC will be using are:

- A. General Service Administration – Excluded Parties List System
- B. Office of Inspector General – List of Excluded Individuals/Entities
- C. Office of Foreign Assets Control – Specially Designated Nationals
- D. New York Office of Medicaid Inspector General

The CCO will do a monthly check of these lists to make sure that no individuals or contracting businesses are on them. This includes:

- A. All Child's Play OT, PLLC employees
- B. Board of Health members
- C. Legislators
- D. Child's Play OT, PLLC contractors
- E. Child's Play OT, PLLC agency contractors

F. Pre-hire candidates for Child's Play OT, PLLC positions.

The lists will be maintained by the directors of their own divisions and given to the CCO. The Public Health Director will maintain the lists of names of the board of Health, each Director of the divisions, and the Legislators. The CCO will maintain the name of the Public Health Director. The results will be sent to each director.

Information needed to do the check is:

- A. Last name or business name and owner name
- B. First name
- C. Date of Birth
- D. Social Security Number, if necessary
- E. Other information as needed

The CCO will immediately notify the Public Health Director if any individual or business name is on the list(s). The CCO will immediately notify the Director of Health if the proper information to check the exclusion lists is not given to the CCO.

6. EXPECTATIONS OF THE PERSONNEL

- A. All personnel are expected to comply with the Compliance Program policies and procedures.
- B. Good faith participation in the Corporate Compliance Program by all personnel.
- C. Reporting suspected corporate compliance violations.
- D. Refrain from encouraging, directing, facilitating or permitting non-compliant behavior.
- E. Not participate in any fraud, waste or abuse.

7. INVESTIGATIONS

Upon discovery of a suspected fraud and/or abuse compliance issue, a formal investigation will be conducted under the direction of the CCO. The investigation will be completed by the Corporate Compliance Officer and submitted to the Director within 30 days of the discovery of suspected violation. If it is determined that a fraud and/or abuse compliance violation has occurred, a corrective action process will be developed, initiated and monitored utilizing the department chain of command as appropriate. Disciplinary action will be pursued as warranted by the findings of the investigation.

8. PERFORMANCE EVALUATIONS

All Child's Play staff performance appraisals will include evaluation of adherence to compliance standards.

9. REFUNDING OF OVERPAYMENTS

Per the *Affordable Care Act of 2010 (ACA)*, Child's Play OT, PLLC is obligated to report, explain and repay overpayments within Child's Play OT, PLLC calendar 60 days of identification.

10. REPORTING VIOLATIONS

Child's Play employees are required to report suspected violations of compliance (fraud and/or abuse), directly to the CCO or the Public Health Director. If anonymity is desired by the reporter, a written unsigned report may be submitted in a sealed envelope and placed in the mailbox of the Corporate Compliance Officer. Child's Play OT, PLLC will protect whistle blowers (personnel reporting suspected non-compliance) from retaliation.

All reports of suspected violations of compliance will be brought to the attention of the CCO. The CCO will keep the Director and administrative staff informed of suspected violations.

11. NON-INTIMIDATION/NON-RETALIATION

Child's Play OT, PLLC will not tolerate intimidation and/or retaliation for good faith participation in the compliance program, including but not limited to reporting potential issues, investigating issues, self-

evaluations, audits and remedial actions, and reporting to appropriate officials as provided in sections seven hundred forty and seven hundred forty-one of the labor law. Any suspected occurrence of intimidation and/or retaliation will be investigated and addressed as appropriate through the disciplinary process.

12. ENFORCEMENT AND DISCIPLINE

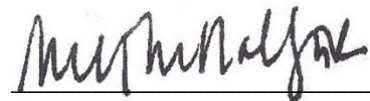
All personnel are expected to comply with the Compliance Program policies and procedures. The progressive discipline process, in accordance with the Department and County policies and procedures, Civil Service Law, and also as outlined in the Civil Service Employee Association (CSEA) contractual agreement, will be utilized as appropriate to address non-compliance to this policy by Child’s Play OT, PLLC personnel. These policies shall be fairly and firmly enforced.

Entire Agreement:

This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for VESTAL SCHOOL DISTRICT, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any matter whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party charged.

Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.



Meghan McNally OTD, MASS, OTR/L
CEO Child’s Play OT, PLLC

6/28/2019
Date

22-3872796

Contractor EIN

President, Board of Education
VESTAL SCHOOL DISTRICT

7/9/19
Date