



**VIVIDMINDS**  
EARLY INTERVENTION  
AGENCY

**VIVID MINDS, LLC**  
**REGISTRATION PACKAGE**



# Vivid Minds, LLC

## Registration Check List

Provider's Name \_\_\_\_\_ Discipline \_\_\_\_\_

1	Welcome Letter	
2	Employment Agreement	
3	Orientation Checklist	
4	Application for Employment	
5	Form W-4/W-9	
6	DOH Approval Letter (if applicable)	
7	Corporation forms/documents (if applicable)	
8	Confidentiality Form	
9	Provider Reply Form (for DOE Employee)	
10	Hepatitis B Vaccine Consent	
11	Confidential HIV Related Information	
12	Professional References ( <b>three references</b> )	
13	NPI Number (personal or your corporation)	
14	PETs System Clearance	
15	SCR (Statewide Central Register Form)	
16	Clearance Staff Exclusion List (SEL)	
17	Clearance Office of Inspector General (OIG)	
18	Clearance Office of the Medicaid Inspector General (OMIG)	
19	Clearance General Service Administration (SAM)	
20	Drug Abused Disclaimer Form	
21	Criminal Record Form	
22	Child Abuse Training Course (Within 5 years)	
23	Resume	
24	Continuing Education Training Certificates (10 hours)	
25	NYS Labor Law of Pay Rate Form ( <b>yearly by February 1</b> )	
26	Medical Form ( <b>issued</b> )	
27	Liability Insurance ( <b>issued</b> )	
28	Photo ID ( <b>passport or Driver License and SS</b> )	
29	I-9 Form (Immigration and Naturalization)	
30	Copy of License / Certificate ( <b>issued</b> )	
31	Notification to NYCDOH employee waiver ( <b>if applicable</b> )	
32	5 Training Modules	
33	Sexual Harassment Training	

Supervisor Signature \_\_\_\_\_



**Vivid Minds, LLC**  
**(Early Intervention Program)**  
37 Conger St, Staten Island, NY 10305  
Phone: (347) 575-7997  
E-mail: [admin@vividminds.nyc](mailto:admin@vividminds.nyc)

**WELCOME TO VIVID MINDS, LLC.**

**Therapist Name:** \_\_\_\_\_

**Specialty:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Language:** \_\_\_\_\_

**Zip Code Willing to Services:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---



# Vivid Minds, LLC

37 Conger St  
 Staten Island, NY 10305  
 347-575-7997  
[admin@vividminds.nyc](mailto:admin@vividminds.nyc)

## APPLICATION FOR EMPLOYMENT

Name: \_\_\_\_\_ Social Security # \_\_\_\_\_  
(Last) (First)  
 Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
(Street) (City) (State) (Zip)

Are you a citizen of the United States? \_\_\_\_\_ if not, do you have the right to remain permanently and work in the United States? \_\_\_\_\_  
 Position Applied: \_\_\_\_\_ Date Available: \_\_\_\_\_ Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_  
 Specify hour's available: \_\_\_\_\_ Have you ever worked for us before? \_\_\_\_\_ if yes, dates of employment: \_\_\_\_\_  
 Reason for leaving: \_\_\_\_\_

### EDUCATION

College Name: \_\_\_\_\_ Address: \_\_\_\_\_ Attended From: \_\_\_\_\_ To: \_\_\_\_\_  
 Graduate? \_\_\_\_\_ Degree: \_\_\_\_\_ Honors: \_\_\_\_\_ Major: \_\_\_\_\_  
 Other School Name: \_\_\_\_\_ Address: \_\_\_\_\_ Attended From: \_\_\_\_\_ To: \_\_\_\_\_  
 Graduate? \_\_\_\_\_ Degree: \_\_\_\_\_ Honors: \_\_\_\_\_ Major: \_\_\_\_\_

List below all present and past employment for all periods of unemployment in excess of three months, please give an explanation.

- I. From: \_\_\_\_\_ To: \_\_\_\_\_ Job Title: \_\_\_\_\_ Name of Employer: \_\_\_\_\_  
 Address of Employer: \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Reason for leaving: \_\_\_\_\_ Type of work you performed: \_\_\_\_\_
- II. From: \_\_\_\_\_ To: \_\_\_\_\_ Job Title: \_\_\_\_\_ Name of Employer: \_\_\_\_\_  
 Address of Employer: \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Reason for leaving: \_\_\_\_\_ Type of work you performed: \_\_\_\_\_
- III. From: \_\_\_\_\_ To: \_\_\_\_\_ Job Title: \_\_\_\_\_ Name of Employer: \_\_\_\_\_  
 Address of Employer: \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Reason for leaving: \_\_\_\_\_ Type of work you performed: \_\_\_\_\_

Have you ever serviced in the United States Armed Forces? \_\_\_\_\_ if yes, state dates and rank: \_\_\_\_\_

### PERSONAL REFERENCES

Give names of three persons (you have not worked with, and not related to you)

NAME	ADDRESS & TELEPHONE	OCCUPATION

Have you ever been convicted on any crime, other than a parking or traffic violation? If yes, please specify nature of offense

\_\_\_\_\_

I hereby state that all of the forgoing information I have supplied in this application is a true and complete statement of the facts. False statements contained in this application is immediate cause for dismissal. I further give my permission for this agency to verify all schooling, references and licenses.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

### FOR OFFICE USE ONLY

Date of Interview: \_\_\_\_\_ Comments: \_\_\_\_\_  
 Date of Orientation: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ References Check # 1: \_\_\_\_\_ #2: \_\_\_\_\_ #3: \_\_\_\_\_



**Our agency requires a copy of your Teaching Certification in B-2 Students with Disabilities or copy of your License of Masters Social Worker License.**

**We also require your certificate from the completion of your masters program and copy from NYS teach account that shows your certificate expiration dates.**

**Thank you!**



# Vivid Minds, LLC

37 Conger St  
 Staten Island, NY 10305  
 347-575-7997  
 admin@vividminds.nyc

## PROFESSIONAL REFERENCE

To: \_\_\_\_\_  
 (Prior or Current Employer Company Name)

\_\_\_\_\_  
 (Prior or Current Supervisor Name & Title)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (City) (State) (Zip Code)

\_\_\_\_\_  
 (Applicant's Name)

The above applicant has applied for employment through our agency. As you have been submitted as a professional reference, we would appreciate you filling out the information below. Since it is our policy not to assign anyone to a case without a reference check, your prompt attention is vital. If you have any further comments, please call us at the above number.

	Poor	Fair	Good	Excellent
Competent to perform duties....				
Character and Honesty .....				
Punctuality .....				
Attendance .....				
Cooperation .....				
Personal Appearance .....				
Quality of Work .....				

Employed from: \_\_\_\_\_ to \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Would you rehire employee? \_\_\_\_\_ If not, why? \_\_\_\_\_

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Thank you in advance for your cooperation.

Program Director  
 \_\_\_\_\_



**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

**I attest, under penalty of perjury, that I am (check one of the following boxes):**

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:          An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____  <b>OR</b>          2. Form I-94 Admission Number: _____  <b>OR</b>          3. Foreign Passport Number: _____          Country of Issuance: _____</p>	
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           QR Code - Section 1            Do Not Write In This Space         </div>	

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code





**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

**Section 2. Employer or Authorized Representative Review and Verification**

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
-------------------------------------	-------------------------	-------------------------	------	--------------------------------

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

**Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.**

**The employee's first day of employment (mm/dd/yyyy):** \_\_\_\_\_ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

**Section 3. Reverification and Rehires** *(To be completed and signed by employer or authorized representative.)*

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

**C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.**

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---



## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>	AND	<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security</li> </ol>

**Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**



# Vivid Minds, LLC

37 Conger St  
Staten Island, NY 10305  
347-575-7997  
admin@vividminds.nyc

## Annual Health Assessment (Physical examination)

Name: \_\_\_\_\_ RN/LPN/PT/OT/COTA/CSW/SLP/SI  
Address: \_\_\_\_\_ Social Security #: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Phone: \_\_\_\_\_

### I. Past Medical /Psychological History

Tuberculosis: no ( ) Yes ( )  
Diabetes: no ( ) Yes ( )  
Heart or Cardiovascular Disease: no ( ) Yes ( )  
Hypertension: no ( ) Yes ( )  
Cancer: no ( ) Yes ( )  
Kidney Disease: no ( ) Yes ( )  
Allergies: no ( ) Yes ( ) If yes, state \_\_\_\_\_  
Epilepsy or Seizure disorder: no ( ) Yes ( )  
Drug/Alcohol abuse or addiction: no ( ) Yes ( )  
Psychiatric or Behavioral Disorder: no ( ) Yes ( )  
Other \_\_\_\_\_ Are you now taking medications? If so, for what \_\_\_\_\_

### Examiner, please complete the following:

### II. Mandatory Immunizations and Lab tests. Exact titre number must be given as requested.

Diphtheria \_\_\_\_\_ (Unless given in the last 10 years)  
Tetanus \_\_\_\_\_ (Unless given in the last 10 years)  
PPD (Mantoux) \_\_\_\_\_ Date \_\_\_\_\_ Results: \_\_\_\_\_ Date: \_\_\_\_\_  
Rubella titre \_\_\_\_\_ Or screen \_\_\_\_\_ Date \_\_\_\_\_  
Results: ( ) immune ( ) not immune ( ) rubella vaccine (If needed): \_\_\_\_\_  
Rubeola titre \_\_\_\_\_ Or screen \_\_\_\_\_ Date \_\_\_\_\_  
Results: ( ) immune ( ) not immune ( ) rubeola vaccine (If needed): \_\_\_\_\_  
Hepatitis B: ( ) immune ( ) not immune ( ) immunization contraindicated  
Vaccine dates: \_\_\_\_\_

### III. Lab Tests

CBC: \_\_\_\_\_ Results \_\_\_\_\_ Date \_\_\_\_\_  
Urinalysis: \_\_\_\_\_ Results: \_\_\_\_\_ Date \_\_\_\_\_

\*\*\* Chest X -RAY Mandatory if PPD (MANTOUX) is positive!!!

### IV. Review of Systems by Examiner:

Head/Neck \_\_\_\_\_  
EENT \_\_\_\_\_  
Resp \_\_\_\_\_  
Cardiovascular \_\_\_\_\_  
ABD - GI \_\_\_\_\_  
GU \_\_\_\_\_  
Musc-skel \_\_\_\_\_  
Neuro \_\_\_\_\_  
Endocrine \_\_\_\_\_  
Skin \_\_\_\_\_

### V. Medical Examiner:

I hereby certify that the above named patient does not have any limitations for employment in the health care field and contract with patient and other staff. There is no health impairment present that is of potential risk to the employee, patient, family or other employees, or that may interfere with the performance of duties.

Physician's signature: \_\_\_\_\_ Physician's name \_\_\_\_\_

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

Date \_\_\_\_\_ Phone: \_\_\_\_\_



## Vivid Minds, LLC

37 Conger St  
Staten Island, NY 10305  
347-575-7997  
admin@vividminds.nyc

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

### **HEPATITIS B VACCINE CONSENT/DECLINATION**

*I acknowledge that I am at risk of exposure or have been unknowingly exposed to the Hepatitis B virus as a result of my employment and acknowledge that the agency will arrange for me receive the Hepatitis B vaccine. I have read the information sheet concerning the disease, the vaccine and possible adverse reaction to the inoculation. Additionally, I have asked any questions which I may have had and they have been fully answered to my satisfaction. I hereby make the decision to:*

\_\_\_\_\_ request that I receive the Hepatitis B vaccine

\_\_\_\_\_ refused the Hepatitis B vaccine and hold harmless the agency. I understand that due to my occupational exposure to blood or other rotationally infectious materials. I may be at risk of acquiring the Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with the Hepatitis B vaccine, at no charge to myself. However, I decline the Hepatitis B vaccination at this time. I understand that by declining the vaccine, I continue to be at risk of an acquiring Hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials and want to be vaccinated with the Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

\_\_\_\_\_ provide written proof of immunity (attach supportive documentation)

\_\_\_\_\_ provide written proof of previous vaccination (attach supportive documentation)

\_\_\_\_\_ provide written proof of medical contraindication (attach supportive documentation)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor or witness: \_\_\_\_\_



## Vivid Minds, LLC

37 Conger St  
Staten Island, NY 10305  
347-575-7997  
admin@vividminds.nyc

### **Authorization for Release of Confidential HIV Related Information**

Confidential HIV related information is any information indicating that a person had an HIV related test, or has an HIV infection, HIV related illness or AIDS, or any information which could indicate a person has been potentially exposed HIV.

Under New York State Law, except for certain people, confidential HIV related information can only be given to persons you allow to have it by signing a release. You can ask for a list of people who can be given confidential HIV related information without a release form.

If you experience discrimination because of release of HIV related information, you may contact the New York State Division of Human Rights at (212) 870-8624, or the New York City Commission of Human Rights at (212) 566-5493. These agencies are responsible for protecting your rights.

---

**Name of person whose HIV information will be released:**

---

**Name and address of person signing this form (if other than above):**

---

**Relationship to the person whose HIV information will be released:**

---

**Name and address of person who will be given the HIV related information:**

---

**Person for release of HIV related information:**

---

**Date during which release is authorized:**

**From:** \_\_\_\_\_ **To:** \_\_\_\_\_

Questions about this form have been answered. I know that I do not have to allow release of HIV related information and that I can change my mind at any time.

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_



# **VIVIDMINDS**

EARLY INTERVENTION  
AGENCY

## **DRUG / ALCOHOL / SMOKING ABUSE DISCLAIMER**

**I am not addicted or dependent on any illegal drugs or alcohol. My ability to adequately care for patients is not impaired in any way. I understand that there is zero-tolerance policy for any use of drugs or alcohol and any such use is grounds for immediate termination.**

**I am prohibited from smoking during the provision of EI Services.**

**Additionally, it is suggested that children not be exposed directly to secondhand smoke from any other person during the provision of EI Services.**

**Providers who smoke should be aware that clothes they wear when they provide EI Services are also a source of secondhand smoke that children should not be exposed to.**

**Therapist Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# **VIVIDMINDS**

**EARLY INTERVENTION  
AGENCY**

**CERTIFICATION OF RECEIPT  
OF  
CODE OF CONDUCT AND POLICIES AND PROCEEDURES**

**I HAVE RECEIVED THE VIVID MINDS, LLC'S CODE OF CONDUCT AND POLICIES AND PROCEEDURES, AND I UNDERSTAND AND AGREE TO CONDUCT MYSELF IN ACCORDANCE AND IN FULL COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND THE VIVID MINDS, LLC'S CURRENT CODE OF CONDUCT, POLICIES AND PROCEEDURES.**

**I ACKNOWLEDGE THAT I HAVE A DUTY TO REPORT ANY ALLEGED OR SUSPECTED VIOLATION OF THE PROVISIONS OF THE CODE OF CONDUCT AND POLICIES AND PROCEEDURES TO COMPLIANCE OFFICER OF VIVID MINDS, LLC. I ACKNOWLEDGE THAT I HAVE THE DUTY TO IMMEDIATELY DISCLOSE IN WRITING TO THE COMPLIANCE OFFICER ANY PROPOSED OR ACTUAL EXCLUSION OR OTHER EVENT THAT MAKES ME INELIGIBLE TO PARTICIPATE IN THE CONTRACTUAL RELATIONSHIP OR EMPLOYMENT WITH THE VIVID MINDS, LLC.**

**I FURTHER CERTIFY THAT I AM NOT AWARE OF ANY CIRCUMSTANCES THAT COULD REPRESENT A POTENTIAL VIOLATION OF THE COMPLIANCE PLAN AND CODE OF CONDUCT. I WILL REPORT ANY POTENTIAL VIOLATION OF WHICH I BECOME AWARE PROMPTLY TO THE COMPLIANCE OFFICER OF VIVID MINDS, LLC. I UNDERSTAND THAT ANY VIOLATION OF THE CODE OF CONDUCT OR THE POLICIES AND PROCEEDURES IS GROUNDS FOR DISCIPLINARY ACTION, UP TO AND INCLUDING DISCHARGE FROM MY EMPLOYMENT OR CONTRACT WITH VIVID MINDS, LLC.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*



## CONFIDENTIALITY AGREEMENT

In consideration of my employment with Vivid Minds, LLC (the Company), pursuant to the Employment/Corporation Agreement to which this Confidentiality Agreements is attached as an exhibit, and other good and valuable consideration,

I, \_\_\_\_\_  
(the "Employee"/"Independent Subcontractor"), hereby agree as follows:

To comply with all HIPPA policies and procedures, including policies pertaining to the use of Protected Health Information off Employer's premises;

To strictly comply with any and all applicable laws, rules and regulations with respect to maintaining the confidentiality of all HIV-related information;

To comply with any and all applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), including but not limited to those FERPA provisions that protect the privacy of certain student education-records.

Further agree to keep strictly confidential all personally identifiable student and staff information obtained by, or furnished to, Employee, as well as all reports and/or studies containing such information.

\_\_\_\_\_  
Provider's Name:

\_\_\_\_\_  
Date



**VIVIDMINDS**  
EARLY INTERVENTION  
AGENCY

**All Independent Contractors please fill out the W-9 Form.**

**The latest form can be downloaded here:**

**<https://www.irs.gov/forms-pubs/about-form-w-9>**

**All employees that are being hired as a W2 worker please fill out the W-4 Form.**

**The latest form can be downloaded here:**

**<https://www.irs.gov/forms-pubs/about-form-w-4>**

**Thank you!**



## Employee's Withholding Certificate

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**  
 ▶ **Give Form W-4 to your employer.**  
 ▶ **Your withholding is subject to review by the IRS.**

# 2020

<b>Step 1:</b> <b>Enter Personal Information</b>	(a) First name and middle initial	Last name	<b>(b) Social security number</b>
	Address		▶ <b>Does your name match the name on your social security card?</b> If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to <a href="http://www.ssa.gov">www.ssa.gov</a> .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> <b>Single or Married filing separately</b> <input type="checkbox"/> <b>Married filing jointly</b> (or Qualifying widow(er)) <input type="checkbox"/> <b>Head of household</b> (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

**Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5.** See page 2 for more information on each step, who can claim exemption from withholding, when to use the online estimator, and privacy.

**Step 2: Multiple Jobs or Spouse Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) for most accurate withholding for this step (and Steps 3–4); **or**

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld . . . . . ▶

**TIP:** To be accurate, submit a 2020 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

**Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs.** Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

<b>Step 3:</b> <b>Claim Dependents</b>	If your income will be \$200,000 or less (\$400,000 or less if married filing jointly):  Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$ _____  Multiply the number of other dependents by \$500 . . . . . ▶ \$ _____  Add the amounts above and enter the total here . . . . .	<b>3</b>	\$
<b>Step 4 (optional): Other Adjustments</b>	(a) <b>Other income (not from jobs).</b> If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . .	<b>4(a)</b>	\$
	(b) <b>Deductions.</b> If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . .	<b>4(b)</b>	\$
	(c) <b>Extra withholding.</b> Enter any additional tax you want withheld each <b>pay period</b> .	<b>4(c)</b>	\$

**Step 5: Sign Here**

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

▶ \_\_\_\_\_ ▶ \_\_\_\_\_  
**Employee's signature** (This form is not valid unless you sign it.) **Date**

<b>Employers Only</b>	Employer's name and address	First date of employment	Employer identification number (EIN)
-----------------------	-----------------------------	--------------------------	--------------------------------------

## General Instructions

### Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

### Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505.

**Exemption from withholding.** You may claim exemption from withholding for 2020 if you meet both of the following conditions: you had no federal income tax liability in 2019 and you expect to have no federal income tax liability in 2020. You had no federal income tax liability in 2019 if (1) your total tax on line 16 on your 2019 Form 1040 or 1040-SR is zero (or less than the sum of lines 18a, 18b, and 18c), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2020 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 16, 2021.

**Your privacy.** If you prefer to limit information provided in Steps 2 through 4, use the online estimator, which will also increase accuracy.

As an alternative to the estimator: if you have concerns with Step 2(c), you may choose Step 2(b); if you have concerns with Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c). If this is the only job in your household, you may instead check the box in Step 2(c), which will increase your withholding and significantly reduce your paycheck (often by thousands of dollars over the year).

**When to use the estimator.** Consider using the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) if you:

1. Expect to work only part of the year;
2. Have dividend or capital gain income, or are subject to additional taxes, such as the additional Medicare tax;
3. Have self-employment income (see below); or
4. Prefer the most accurate withholding for multiple job situations.

**Self-employment.** Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay these taxes through withholding from your wages, use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to figure the amount to have withheld.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

**Step 1(c).** Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

**Step 2.** Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work.

Option (a) most accurately calculates the additional tax you need to have withheld, while option (b) does so with a little less accuracy.

If you (and your spouse) have a total of only two jobs, you may instead check the box in option (c). The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is roughly accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



**Multiple jobs.** Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

**Step 3.** Step 3 of Form W-4 provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 972, Child Tax Credit and Credit for Other Dependents. You can also include **other tax credits** in this step, such as education tax credits and the foreign tax credit. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

### Step 4 (optional).

**Step 4(a).** Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

**Step 4(b).** Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2020 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

**Step 4(c).** Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

**Step 2(b)—Multiple Jobs Worksheet** *(Keep for your records.)*



If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on **only ONE** Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job.

**Note:** If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables; or, you can use the online withholding estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App).

- 1 Two jobs.** If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, **skip** to line 3 . . . . . **1** \$ \_\_\_\_\_
  
- 2 Three jobs.** If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
  - a** Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a . . . . . **2a** \$ \_\_\_\_\_
  - b** Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b . . . . . **2b** \$ \_\_\_\_\_
  - c** Add the amounts from lines 2a and 2b and enter the result on line 2c . . . . . **2c** \$ \_\_\_\_\_
  
- 3** Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc. . . . . **3** \_\_\_\_\_
  
- 4 Divide** the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in **Step 4(c)** of Form W-4 for the highest paying job (along with any other additional amount you want withheld) . . . . . **4** \$ \_\_\_\_\_

**Step 4(b)—Deductions Worksheet** *(Keep for your records.)*



- 1** Enter an estimate of your 2020 itemized deductions (from Schedule A (Form 1040 or 1040-SR)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income . . . . . **1** \$ \_\_\_\_\_
  
- 2** Enter:  $\left\{ \begin{array}{l} \bullet \$24,800 \text{ if you're married filing jointly or qualifying widow(er)} \\ \bullet \$18,650 \text{ if you're head of household} \\ \bullet \$12,400 \text{ if you're single or married filing separately} \end{array} \right\}$  . . . . . **2** \$ \_\_\_\_\_
  
- 3** If line 1 is greater than line 2, subtract line 2 from line 1. If line 2 is greater than line 1, enter "-0-" . . . . . **3** \$ \_\_\_\_\_
  
- 4** Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040 or 1040-SR)). See Pub. 505 for more information . . . . . **4** \$ \_\_\_\_\_
  
- 5 Add** lines 3 and 4. Enter the result here and in **Step 4(b)** of Form W-4 . . . . . **5** \$ \_\_\_\_\_

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

**Married Filing Jointly or Qualifying Widow(er)**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$220	\$850	\$900	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,210	\$1,870	\$1,870
\$10,000 - 19,999	220	1,220	1,900	2,100	2,220	2,220	2,220	2,220	2,410	3,410	4,070	4,070
\$20,000 - 29,999	850	1,900	2,730	2,930	3,050	3,050	3,050	3,240	4,240	5,240	5,900	5,900
\$30,000 - 39,999	900	2,100	2,930	3,130	3,250	3,250	3,440	4,440	5,440	6,440	7,100	7,100
\$40,000 - 49,999	1,020	2,220	3,050	3,250	3,370	3,570	4,570	5,570	6,570	7,570	8,220	8,220
\$50,000 - 59,999	1,020	2,220	3,050	3,250	3,570	4,570	5,570	6,570	7,570	8,570	9,220	9,220
\$60,000 - 69,999	1,020	2,220	3,050	3,440	4,570	5,570	6,570	7,570	8,570	9,570	10,220	10,220
\$70,000 - 79,999	1,020	2,220	3,240	4,440	5,570	6,570	7,570	8,570	9,570	10,570	11,220	11,240
\$80,000 - 99,999	1,060	3,260	5,090	6,290	7,420	8,420	9,420	10,420	11,420	12,420	13,260	13,460
\$100,000 - 149,999	1,870	4,070	5,900	7,100	8,220	9,320	10,520	11,720	12,920	14,120	14,980	15,180
\$150,000 - 239,999	2,040	4,440	6,470	7,870	9,190	10,390	11,590	12,790	13,990	15,190	16,050	16,250
\$240,000 - 259,999	2,040	4,440	6,470	7,870	9,190	10,390	11,590	12,790	13,990	15,520	17,170	18,170
\$260,000 - 279,999	2,040	4,440	6,470	7,870	9,190	10,390	11,590	13,120	15,120	17,120	18,770	19,770
\$280,000 - 299,999	2,040	4,440	6,470	7,870	9,190	10,720	12,720	14,720	16,720	18,720	20,370	21,370
\$300,000 - 319,999	2,040	4,440	6,470	8,200	10,320	12,320	14,320	16,320	18,320	20,320	21,970	22,970
\$320,000 - 364,999	2,720	5,920	8,750	10,950	13,070	15,070	17,070	19,070	21,290	23,590	25,540	26,840
\$365,000 - 524,999	2,970	6,470	9,600	12,100	14,530	16,830	19,130	21,430	23,730	26,030	27,980	29,280
\$525,000 and over	3,140	6,840	10,170	12,870	15,500	18,000	20,500	23,000	25,500	28,000	30,150	31,650

**Single or Married Filing Separately**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$460	\$940	\$1,020	\$1,020	\$1,470	\$1,870	\$1,870	\$1,870	\$1,870	\$2,040	\$2,040	\$2,040
\$10,000 - 19,999	940	1,530	1,610	2,060	3,060	3,460	3,460	3,460	3,640	3,830	3,830	3,830
\$20,000 - 29,999	1,020	1,610	2,130	3,130	4,130	4,540	4,540	4,720	4,920	5,110	5,110	5,110
\$30,000 - 39,999	1,020	2,060	3,130	4,130	5,130	5,540	5,720	5,920	6,120	6,310	6,310	6,310
\$40,000 - 59,999	1,870	3,460	4,540	5,540	6,690	7,290	7,490	7,690	7,890	8,080	8,080	8,080
\$60,000 - 79,999	1,870	3,460	4,690	5,890	7,090	7,690	7,890	8,090	8,290	8,480	9,260	10,060
\$80,000 - 99,999	2,020	3,810	5,090	6,290	7,490	8,090	8,290	8,490	9,470	10,460	11,260	12,060
\$100,000 - 124,999	2,040	3,830	5,110	6,310	7,510	8,430	9,430	10,430	11,430	12,420	13,520	14,620
\$125,000 - 149,999	2,040	3,830	5,110	7,030	9,030	10,430	11,430	12,580	13,880	15,170	16,270	17,370
\$150,000 - 174,999	2,360	4,950	7,030	9,030	11,030	12,730	14,030	15,330	16,630	17,920	19,020	20,120
\$175,000 - 199,999	2,720	5,310	7,540	9,840	12,140	13,840	15,140	16,440	17,740	19,030	20,130	21,230
\$200,000 - 249,999	2,970	5,860	8,240	10,540	12,840	14,540	15,840	17,140	18,440	19,730	20,830	21,930
\$250,000 - 399,999	2,970	5,860	8,240	10,540	12,840	14,540	15,840	17,140	18,440	19,730	20,830	21,930
\$400,000 - 449,999	2,970	5,860	8,240	10,540	12,840	14,540	15,840	17,140	18,450	19,940	21,240	22,540
\$450,000 and over	3,140	6,230	8,810	11,310	13,810	15,710	17,210	18,710	20,210	21,700	23,000	24,300

**Head of Household**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$830	\$930	\$1,020	\$1,020	\$1,020	\$1,480	\$1,870	\$1,870	\$1,930	\$2,040	\$2,040
\$10,000 - 19,999	830	1,920	2,130	2,220	2,220	2,680	3,680	4,070	4,130	4,330	4,440	4,440
\$20,000 - 29,999	930	2,130	2,350	2,430	2,900	3,900	4,900	5,340	5,540	5,740	5,850	5,850
\$30,000 - 39,999	1,020	2,220	2,430	2,980	3,980	4,980	6,040	6,630	6,830	7,030	7,140	7,140
\$40,000 - 59,999	1,020	2,530	3,750	4,830	5,860	7,060	8,260	8,850	9,050	9,250	9,360	9,360
\$60,000 - 79,999	1,870	4,070	5,310	6,600	7,800	9,000	10,200	10,780	10,980	11,180	11,580	12,380
\$80,000 - 99,999	1,900	4,300	5,710	7,000	8,200	9,400	10,600	11,180	11,670	12,670	13,580	14,380
\$100,000 - 124,999	2,040	4,440	5,850	7,140	8,340	9,540	11,360	12,750	13,750	14,750	15,770	16,870
\$125,000 - 149,999	2,040	4,440	5,850	7,360	9,360	11,360	13,360	14,750	16,010	17,310	18,520	19,620
\$150,000 - 174,999	2,040	5,060	7,280	9,360	11,360	13,480	15,780	17,460	18,760	20,060	21,270	22,370
\$175,000 - 199,999	2,720	5,920	8,130	10,480	12,780	15,080	17,380	19,070	20,370	21,670	22,880	23,980
\$200,000 - 249,999	2,970	6,470	8,990	11,370	13,670	15,970	18,270	19,960	21,260	22,560	23,770	24,870
\$250,000 - 349,999	2,970	6,470	8,990	11,370	13,670	15,970	18,270	19,960	21,260	22,560	23,770	24,870
\$350,000 - 449,999	2,970	6,470	8,990	11,370	13,670	15,970	18,270	19,960	21,260	22,560	23,900	25,200
\$450,000 and over	3,140	6,840	9,560	12,140	14,640	17,140	19,640	21,530	23,030	24,530	25,940	27,240



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## Vivid Minds, LLC

37 Conger St  
Staten Island, NY 10305  
347-575-7997  
admin@vividminds.nyc

### **AGREEMENT WITH AN INDEPENDENT SUBCONTRACTOR (Corporate entity)**

AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Vivid Minds, LLC, a New York limited liability Company having a business address at 37 Conger St, Staten Island, NY 10305 (hereafter the "Agency"), and \_\_\_\_\_, residing at \_\_\_\_\_ (hereafter the "Independent Subcontractor"). The Independent subcontractor is being retained to provide \_\_\_\_\_ (OT, PT, SLP, Special ED, CSW, Nutrition, Physicians, etc. – please specify) Services, as defined in the pertinent regulations of the New York State Department of Health, 10 N.Y.C.R.R. s 700.2. The Independent subcontractor shall provide services to the patients of the Agency who have been admitted to services by the Agency and to whom the Agency requests the Independent subcontractor to provide services.

WHEREAS, the Provider Agreement and any attachments and appendices thereto are expressly incorporated and made a part of this Agreement, and are available to Independent Subcontractor in the Agency's offices upon request at any time during normal business hours.

WHEREAS, the Independent Subcontractor is a \_\_\_\_\_ duly licensed and/or certified to provide \_\_\_\_\_ services in the State of New York.

WHEREAS, the Independent Subcontractor agrees to provide services to the patients of the Agency

WHEREAS, the Agency agrees to retain the services of the Independent Subcontractor upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

1.1 Agency agrees to retain the services of the Independent Subcontractor, and the Independent Subcontractor agrees to provide services to the patient of the Agency, as a \_\_\_\_\_ providing \_\_\_\_\_ services (hereinafter the "Services"), upon the terms and conditions set forth in this Agreement.

1.2 Agency's and Independent Subcontractor's agreement herein is conditional upon, and during the term of this Agreement their respective obligations are contingent upon continuous compliance with the following:

(a) Upon execution of this Agreement, Independent Subcontractor will provide the Agency with all applicable original documents evidencing his/her New York State license and/or certification, as required by New York State laws or regulations, and the licenses, certificates and/or permits required under any federal, state or local law or regulation, consistent with the requirements of the Provider Agreement between the Agency and Department of Health. Copies of Independent Subcontractor's documents together with an original executed copy of this Agreement will be placed and maintained in Independent Subcontractor's personnel file.

(b) Independent Subcontractor shall complete the New York State Central Register Database Check (child abuse and maltreatment screening) prior to the commencement of his/her employment hereunder.

(c) Independent Subcontractor agrees to comply with any and all licensing and continuing education requirements set forth by the State of New York;

(d) Independent Subcontractor will comply with all provisions of any federal, state or local law, rule or regulation relating to his/her profession;

(e) Independent Subcontractor agrees to comply with the appropriate security clearance procedures. If it is determined as a result of such security clearance procedures that Independent Subcontractor will be denied access to the Agency's Childs, the Agency reserves the right, in its sole discretion, to take any and all appropriate action, including but not limited to the immediate termination of this Agreement;

(f) Independent Subcontractor agrees to comply with the appropriate health clearance requirements. If Independent Subcontractor fails to obtain the necessary health clearance to perform services under this Agreement, the Agency reserves the right, in its sole discretion, to take any and all appropriate action, including but not limited to the immediate termination of this Agreement; and

(g) Independent Subcontractor covenants, represents and warrants that he/she is not prohibited from performing services under this Agreement because of the existence of a conflict of interest.

## **II. Term of Agreement**

2.1 This Agreement shall commence as of \_\_\_\_\_, 20\_\_ and shall continue in effect for a period of one (1) year thereafter. This Agreement shall be automatically renewed for successive one (1) year terms unless (a) either party notifies the other in writing at least thirty (30) days prior to the end of then-current term that it elects to terminate at the end of the then-current term, (b) either party is in default under the terms of this Agreement, or (c) either party terminates the Agreement pursuant to Paragraph 6 hereof.

## **III. Compensation**

3.1 Independent Subcontractor shall be compensated at a rate of \$ \_\_\_\_\_ per assessment and a rate of \$ \_\_\_\_\_ per hour ( 60 minutes ) and \$ \_\_\_\_\_ per half hour ( 30 minutes) for the Services performed in accordance with each child's Individual Family Service Plan ("IFSP"). Independent Subcontractor acknowledges that his/her work shall be performed as directed by Agency and in accordance with each individual Child's IFSP in a manner that complies with the applicable provisions of the Provider Agreement between the Agency and the Department, the policies and procedures of the Agency made from time to time, and the rules and regulations applicable to the provision of the Services in the State of New York. Independent Subcontractor acknowledges and agrees that he/she shall only be entitled to the compensation set forth in this Agreement, and that the Agency will not be obligated to provide any additional compensation or benefits to or on behalf of Independent Subcontractor, unless otherwise required to do so by law.

3.2 Independent Subcontractor shall keep accurate records of the time worked and shall timely submit all of his/her time records and required reports for the month worked together with all supporting documentation by no later than the seventeenth (17<sup>th</sup>) day and the second (2<sup>nd</sup>) day of the following month. So long as Independent Subcontractor (a) complies with Agency's policies and procedures, the rules and regulations applicable to the provision of Services, and the Provider Agreement between the Agency and Department, and (b) timely submits his/her monthly reimbursement reports by no later than the seventeen (17<sup>th</sup>) day and the second (2<sup>nd</sup>) day of the following month, Independent Subcontractor shall receive his/her compensation for the time worked by the 1<sup>st</sup> day of the month following the month Independent Subcontractor submits his/her reimbursement request.

## **Provision of Services**

4.1 Independent Subcontractor agrees to serve the Agency faithfully and to the best of his /her ability and shall-devote his/her entire professional time, attention, energies, and best efforts to the business of the Agency during regular business hours and at any other time during the week, as reasonably requested by the Agency. Independent Subcontractor's services shall be as assigned by the Agency, and shall include, but not necessarily be limited to, the provision of related services to the Agency's Childs.

4.2 Independent Subcontractor shall perform the Services required of him/her pursuant to the terms of this Agreement at the offices of the Agency as presently or may hereafter be located, or at any other approved locations, including but not limited to an approved a child's home, a day care, a hospital, a state facility, or some other appropriate child care location where Agency provides the Services to its children. At no time shall the Independent Subcontractor perform the Services at premises owned by, leased to, licensed to or otherwise controlled by the Independent Subcontractor, or any other not approved location.

4.3 Independent Subcontractor agrees that he/she shall provide the Services to children of the Agency in accordance with all applicable laws and regulations, and the Provider Agreement between the Agency and the Board and all attachments and appendices thereto, which the Independent Subcontractor agrees to review and comply with. Independent Subcontractor will provide all of his/her services in a professional manner and a timely fashion, as required by Agency. Independent Subcontractor understands that should the services performed be improper, untimely, not in conformance with applicable laws and regulations or improperly documented, the Agency may report such information to the appropriate authorities.

4.4 The Agency shall periodically monitor the performance of services rendered by the Independent subcontractor to ensure that the Agency is receiving the results for which it has contracted, 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 Independent subcontractor'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.

4.5 Independent Subcontractor shall comply with all professional obligations, rules and procedures as established by the Agency and shall comply with all requests of the Agency concerning compliance.

4.6 To comply with New York State regulations, the parties include the following provision:

“Notwithstanding any other provisions in this contract, the Agency remains responsible for:

- a) ensuring any service provided pursuant to this contract complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- b) ensuring the quality of all services provided by the agency;
- c) ensuring adherence by the agency Independent subcontractor to the agency plan of care established for patients.”
- d) The subcontractor is approved by the State Department of Health to deliver the contract services to be delivered through the subcontractor, and that the “Letter of Approval” for corporation from the New York State Department of Health is appended thereto.

If the “Letter of Approval for corporate entities” is pending the NYS DOH approval, the subcontractor shall provide the Agency the copy of application for “Approval letter” for corporation and proof of submission to the NYS DOH. If the independent subcontractor fails to provide the Agency with NYS DOH “Approval letter” for corporation within 6 months of the execution of this contract, this agreement is automatically reassigned to the

interventionist who formed the corporation and identified in paragraph 1 of this contract.

4.7 Independent Subcontractor shall participate in clinical, educational and administrative meetings and activities as deemed necessary by the Agency. Independent Subcontractor shall also participate in quality assurance programs and other regulatory reviews applicable to the services provided by the Independent Subcontractor.

4.8 Independent Subcontractor agrees to comply with the written rules and regulations of Agency, relating to the performance of his/her duties, and to carry out and to perform orders, directions and policies stated by Agency to him/her from time to time, either orally or in writing. Independent Subcontractor also agrees to comply with all applicable federal, state or local laws.

4.9 Independent Subcontractor agrees to comply with all HIPPA policies and procedures, including policies pertaining to the use of Protected Health Information off Agency's premises. Independent Subcontractor further agrees to strictly comply with any and all applicable laws, rules and regulations with respect to maintaining the confidentiality of all HIV-related information.

4.10 Independent Subcontractor agrees to comply with any and all applicable provisions contained in the Provider Agreement between the Agency and the Department including but not necessarily limited to those provisions relating to the child withdrawal and discharge, retention of records, child attendance, child absences, child supervision, and reporting requirements.

4.11 Independent Subcontractor further agrees to keep strictly confidential all personally identifiable child and staff information obtained by, or furnished to, Independent Subcontractor, as well as all reports and/or studies containing such information, in full compliance with the confidentiality provisions.

4.12 Independent Subcontractor further agrees to comply with any and all applicable provisions of the federal Family Educational Rights and Privacy Act ("FERPA"), including but not limited to those FERPA provisions that protect the privacy of certain children records.

4.13 Independent Subcontractor agrees that once the Independent Subcontractor is assigned a child, that child shall be under Independent Subcontractor's responsibility for service provisions according to the IFSP

4.14 Both the Agency and Independent subcontractor 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 Independent subcontractor will consult with a patient's physician and with the Agency's Independent Subcontractors regarding the preparation or revision of a patient's plan of care. Services requested by the Agency and provided by the Independent subcontractor will be in accordance with the patient's plan of care and patient care policies established by the Agency and comply with the contract between NYC Department of health and Mental Hygiene (The Department) and the Agency.

4.15 Independent Subcontractor shall keep accurate and concise records, shall provide regular progress reports, and will notify the Agency within 24 hours of interruption in services and the reason for interruption if the eligible child misses three (3) or more consecutive scheduled sessions.

4.16 Each daily session note submitted by the Independent subcontractor must be presented to the agency on the agency form, clearly identify the following:

- child's name ( for family training and social work services also specify name of the caregiver)
- date and time the service was rendered (specify am or pm)

- location of services
- ICD/CPT Codes as appropriate
- name of the interventionist and profession (License/Certificate #)
- IFSP goals worked at
- nature and extend of services rendered, brief description of progress and activities performed (at least 3)
- child's response to each activity
- Contemporaneous (at the same time, simultaneous) signature of the Service Provider, 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 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.

## **Records**

5.1 Independent Subcontractor acknowledges that all Child records, including, without limitation, medical records, are the sole property of Agency. During the term of this Agreement and upon the termination of this Agreement, Independent Subcontractor shall not be entitled to copy, remove, keep or preserve records or charts belonging to the Agency concerning any Child unless said child shall specifically request a different disposition of his or her records, and then only to the extent that such a different disposition is permitted under the Provider Agreement between the Agency and the Board.

## **VI. Termination**

6.1 Independent Subcontractor's employment with the Agency shall be terminated hereunder upon the happening of any of the following events:

- (a) Whenever the Agency and the Independent Subcontractor shall mutually agree to termination in writing;
- (b) Receipt by the Agency of written notice from Independent Subcontractor notifying Agency of his/her desire to resign as Independent Subcontractor, in which event Independent Subcontractor must provide at least thirty (30) days' notice and provided further that the failure to give such notice shall itself be grounds for immediate termination;
- (c) Upon the Agency's written notice to Independent Subcontractor of its termination of this Agreement for any reason or for no reason;
- (d) Failure of Independent Subcontractor to maintain necessary certification in the jurisdiction wherein services are to be rendered, or failure of the Independent Subcontractor to supply the Agency with proof of such certification;
- (e) Failure of Independent Subcontractor to provide proof of good health and absence of communicable disease annually or upon request from the Agency;
- (f) Failure of Independent Subcontractor to perform an assigned shift without providing the Agency with adequate cancellation notice;
- (g) Determination by the Agency that any of the Independent Subcontractor's representations and/or warranties contained herein is false;
- (h) Conviction of Independent Subcontractor of a crime (misdemeanor or felony);
- (i) Independent Subcontractor's falsification of patient records, invoices, including, without limitation, time and place of delivery, extent of service, combining sessions,

fraudulent signatures parents and/or caregivers, misrepresentations of client's level of functionality, overlapping in schedule, etc.;

(j) Independent Subcontractor's abuse or mistreatment of a child, or any other violation of ethical and/or professional standards of care; or

(k) Death of the Independent Subcontractor.

6.2 Independent Subcontractor, to further Child care, agrees to provide at least thirty (30) days' notice to the Agency of his/her resignation and to be actively involved in the transfer of children to a new provider for a reasonable time beyond his/her termination, as required.

6.3 Upon termination for any of the foregoing causes, Independent Subcontractor shall be entitled to receive only the compensation accrued but unpaid as of the date of termination and shall not be entitled to additional compensation, except as expressly provided in this Agreement.

6.4 If there shall be a change in the laws, rules, regulations, delay in payment or general instructions applicable to the provision of the Services (or in the application thereof), the adoption of new legislation, or a change in the reimbursement system, any of which materially affects the reimbursement which the Agency may receive for the Services furnished to children, the Agency may by notice to Independent Subcontractor amend this Agreement to include a new basis for compensation for the services furnished pursuant to this Agreement. If such notice of new basis is given and if Independent Subcontractor does not accept the new basis for compensation, Independent Subcontractor, within thirty (30) days' of his/her receipt of such notice, may terminate this Agreement by thirty (30) days' prior notice to the Agency on any future date specified in such notice. The new basis for compensation shall be used until such future date.

## **VII. Malpractice Liability Insurance**

7.1 At all times during the term of this Agreement, Independent Subcontractor shall maintain at his/her own cost and expense a malpractice and liability insurance coverage in the amount of \$1,000,000/\$3,000,000. Independent Subcontractor agrees to deliver a certificate of insurance to the Agency evidencing aforementioned coverage before the date of commencement of employment hereunder. This certificate of insurance shall provide that said insurance policy will not be cancelled without at least a thirty (30) day prior written notice to the Agency.

## **VIII. Non-Solicitation and Non-Disclosure**

8.1 Non-Solicitation. Independent Subcontractor undertakes and agrees that during the term of this Agreement, and for a period of two (2) years after the date of termination of employment hereunder, regardless of cause, Independent Subcontractor will not, directly or indirectly, employ, cause to be employed or otherwise solicit any Independent Subcontractors or service providers of the Agency or any entity that has a business relationship with the Agency. Independent Subcontractor also agrees that during the term of this Agreement, and for a period of two (2) years after the date of termination, regardless of cause, Independent Subcontractor will not contact, call or solicit, or assist another in contacting, calling or soliciting any person or entity that is a Child, client, patient or customer of the Agency or any entity that has a relationship with the Agency, except in the performance of Independent Subcontractor's job duties under this Agreement.

8.2 Scope of Covenant. Should the duration or range of proscribed activities contained in paragraph (a) above be held unreasonable by any court of competent jurisdiction, then such duration or range of proscribed activities shall be modified to such degree as to make it or them reasonable and enforceable.

8.3 Non-Disclosure of Information. Except as necessary and appropriate to carry out Independent Subcontractor's job duties hereunder, Independent Subcontractor shall (i) never, directly or indirectly, disclose to any person or entity for any reason, or use for his/her own benefit, any Confidential Information (as hereinafter defined) either during the term of this



Agreement or following termination hereof, (ii) at all times, take precautions necessary to protect from loss or disclosure by Independent Subcontractor any and all documents or other information containing, referring or relating to Confidential Information, and (iii) upon termination of Independent Subcontractor's employment for any reason, promptly return to Agency any and all documents or other tangible property containing, referring or relating to such Confidential Information, whether prepared by him/her or others.

8.4 For purposes of this Agreement, "Confidential Information" means any information relating in any way to the business of the Agency, its subsidiaries, parent or affiliates disclosed to or known to the Independent Subcontractor as a consequence of, result of, or through Independent Subcontractor's employment with Agency which consists of technical and non-technical information about the Agency, its subsidiary's, parent's or affiliate's products, processes, programs, concepts, forms, business methods, data, any and all financial and accounting data, marketing, customers, customer lists, children, patients, patient lists, and services and information corresponding thereto acquired by Independent Subcontractor during the term of or as a result of this Agreement.

8.5 It is agreed that any breach of this section by Independent Subcontractor shall entitle Agency to apply to any court of competent jurisdiction to enjoin any violation, threatened or actual, of this section.

## **IX. Covenants, Representations and Warranties of Independent Subcontractor**

9.1 Independent Subcontractor covenants, represents and warrants that Independent Subcontractor is duly licensed and/or certified to provide the Services in the State of New York and shall keep his/her licensure and/or certification in full force and effect at his/her sole costs and expense during the term of this Agreement.

9.2 Independent Subcontractor covenants, represents and warrants that he/she has never had, nor has ever engaged in any conduct which would cause a suspension and/or revocation of a license to provide teaching services of any kind, including but not limited to special education teaching services, in any state or country.

9.3 Independent Subcontractor covenants, represents and warrants that he/she has never been subject to, nor has ever engaged in any conduct which would cause a disciplinary hearing by any federal, state or local governmental agency or any other regulatory body. Should Independent Subcontractor become subject to any such disciplinary hearing, Independent Subcontractor shall inform Agency immediately of the nature of such hearing.

9.4 Independent Subcontractor covenants, represents and warrants that he/she has never been the target of a Medicare or Medicaid investigation, audit or other review and, to the best of Independent Subcontractor's knowledge, has always engaged in conduct in full compliance with the Medicare law, the Medicaid law and the regulations there under. Should Independent Subcontractor become subject of a Medicare or Medicaid investigation, audit or other review, Independent Subcontractor shall inform Agency immediately of the nature of such investigation, audit, or review, and agrees to authorize Agency to obtain information regarding such investigation, audit or review directly from the entity performing the investigation, audit or review.

9.5 Independent Subcontractor covenants, represents and warrants that he/she is not the subject of any action or proceeding which would jeopardize, prohibit or unfavorably impact his/her employment hereunder.

9.6 Independent Subcontractor covenants, represents and warrants that he/she knows of no state of facts which would adversely impact his/her employment hereunder.

## **X. Indemnification**

10.1 Independent Subcontractor agrees to indemnify, defend and save the Agency harmless from any claim, loss, cost, damage or expense, including, without limitation, attorney's fees and court costs, which the Agency may sustain, suffer or incur as a result of any action or

claim brought against it, which action or claim may arise from Independent Subcontractor's negligence, acts or omissions.

## **XI. General**

11.1 Entire Agreement. This Agreement and any and all incorporated attachments thereto, including, without limitation, the Provider Agreement between the Agency and the Board, embodies the entire understandings and obligations of the parties with respect to the subject matter of the Agreement, and it supersedes all prior agreements or understanding pertaining to thereto, whether written or oral.

11.2 Amendment or Modification. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each by their respective representatives, duly authorized.

11.3 No Assignment. Independent Subcontractor may not assign his/her rights or obligations under this Agreement.

11.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agency and the heirs, representatives and beneficiaries of Independent Subcontractor.

11.5 No Waiver. Neither the waiver by either party hereto of any breach of or default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right hereunder, shall be construed as a waiver of any subsequent breach or default, or as a waiver of any such rights or provisions hereunder. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver.

11.6 Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

11.7 Notices. Any notice, communication, request, reply or advice or other notice to be given, made to either party shall be in writing and sent to each party at its address below as well as to their respective counsel at the addresses below and shall be deemed delivered if sent by (i) hand delivery, against receipt, the day it is delivered or (ii) nationally recognized overnight delivery service for next business day delivery, the next business day after mailing.

11.8 Captions. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections.

11.9 Singular/Plural. Whenever required by the context hereof, the singular shall include the plural, and vice versa; and the masculine gender shall include the feminine and neuter genders, and vice versa.

11.10 Governing Law. This Agreement shall be governed by the laws of the State of New York and shall be construed and enforced in accordance with the laws of New York State. Any legal actions commenced to enforce any rights or obligations hereunder by either party hereto shall be venue in the County of Queens, State of New York.

11.11 Waiver of Trial by Jury. Independent Subcontractor and Agency hereby waive trial by jury in any action; proceeding or counterclaim brought or asserted by either of them against the other on any matters whatsoever arising out of this Agreement.

### **11.12 Binding Arbitration of All Disputes**

(a) The parties to this Agreement shall use their good faith efforts to voluntarily resolve between themselves any and all disputes, controversies or claims arising out of or relating to any provisions of this Agreement or any related agreements entered into pursuant hereto regarding an alleged breach of this Agreement, and/or regarding the performance or failure to perform by the parties of the terms of this Agreement or any related agreement. If any dispute cannot be promptly resolved, either party may request in writing to the other party that the matter be mediated by a qualified professional mediator to be mutually agreed upon by

the parties. If the parties are unsuccessful in selecting such a mediator within ten (10) days after the request is first made, or if upon selecting a mediator are unable to resolve the matter within twenty (20) days following the selection of the mediator, then the dispute shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to its National Rules for the Resolution of Employment Disputes in effect on the effective date of this Agreement by a single arbitrator appointed by AAA.

(b) This provision applies to any and all disputes arising under this Agreement, including but not limited to any claims of discrimination under State and federal laws, as well as any claims for breach of contract, tort, or other claims, excluding only claims as to which no agreement to arbitrate may be made under New York State law, including claims for unemployment and workers compensation benefits.

(c) In the event that this mandatory arbitration provision is invoked by either party to this Agreement, each party shall bear its own costs, expenses and attorneys' fees associated with said arbitration.

11.13 Injunctive Relief. Independent Subcontractor understands and agrees that Agency will suffer irreparable harm from the breach of any covenant contained herein including, the covenant not to compete and the covenant not to disclosure Confidential Information, and that monetary damages may be inadequate to compensate for such a breach. Accordingly, Independent Subcontractor agrees that, in addition to any other remedies available at law or equity, Agency shall be entitled to injunctive relief to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date set forth above.

**AGENCY:**

**INDEPENDENT SUBCONTRACTOR:**

\_\_\_\_\_  
VIVID MINDS, LLC

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Specialty

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Vivid Minds, LLC

37 Conger St  
Staten Island, NY 10305  
347-575-7997  
admin@vividminds.nyc

### **AGREEMENT WITH AN INDEPENDENT SUBCONTRACTOR**

AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Vivid Minds, LLC, a New York limited liability Company having a business address at 37 Conger St, Staten Island, NY 10305 (hereafter the "Agency"), and \_\_\_\_\_, residing at \_\_\_\_\_ (hereafter the "Independent Subcontractor"). The Independent subcontractor is being retained to provide \_\_\_\_\_ (OT, PT, SLP, Special ED, CSW, Nutrition, Physicians, etc. – please specify) Services, as defined in the pertinent regulations of the New York State Department of Health, 10 N.Y.C.R.R. s 700.2. The Independent subcontractor shall provide services to the patients of the Agency who have been admitted to services by the Agency and to whom the Agency requests the Independent subcontractor to provide services.

WHEREAS, the Provider Agreement and any attachments and appendices thereto are expressly incorporated and made a part of this Agreement, and are available to Independent Subcontractor in the Agency's offices upon request at any time during normal business hours.

WHEREAS, the Independent Subcontractor is a \_\_\_\_\_ duly licensed and/or certified to provide \_\_\_\_\_ services in the State of New York.

WHEREAS, the Independent Subcontractor agrees to provide services to the patients of the Agency

WHEREAS, the Agency agrees to retain the services of the Independent Subcontractor upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

1.1 Agency agrees to retain the services of the Independent Subcontractor, and the Independent Subcontractor agrees to provide services to the patient of the Agency, as a \_\_\_\_\_ providing \_\_\_\_\_ services (hereinafter the "Services"), upon the terms and conditions set forth in this Agreement.

1.2 Agency's and Independent Subcontractor's agreement herein is conditional upon, and during the term of this Agreement their respective obligations are contingent upon continuous compliance with the following:

(a) Upon execution of this Agreement, Independent Subcontractor will provide the Agency with all applicable original documents evidencing his/her New York State license and/or certification, as required by New York State laws or regulations, and the licenses, certificates and/or permits required under any federal, state or local law or regulation, consistent with the requirements of the Provider Agreement between the Agency and Department of Health. Copies of Independent Subcontractor's documents together with an original executed copy of this Agreement will be placed and maintained in Independent Subcontractor's personnel file.

(b) Independent Subcontractor shall complete the New York State Central Register Database Check (child abuse and maltreatment screening) prior to the commencement of his/her employment hereunder.

(c) Independent Subcontractor agrees to comply with any and all licensing and continuing education requirements set forth by the State of New York;

(d) Independent Subcontractor will comply with all provisions of any federal, state or local law, rule or regulation relating to his/her profession;

(e) Independent Subcontractor agrees to comply with the appropriate security clearance procedures. If it is determined as a result of such security clearance procedures that Independent Subcontractor will be denied access to the Agency's Childs, the Agency reserves the right, in its sole discretion, to take any and all appropriate action, including but not limited to the immediate termination of this Agreement;

(f) Independent Subcontractor agrees to comply with the appropriate health clearance requirements. If Independent Subcontractor fails to obtain the necessary health clearance to perform services under this Agreement, the Agency reserves the right, in its sole discretion, to take any and all appropriate action, including but not limited to the immediate termination of this Agreement; and

(g) Independent Subcontractor covenants, represents and warrants that he/she is not prohibited from performing services under this Agreement because of the existence of a conflict of interest.

## **II. Term of Agreement**

2.1 This Agreement shall commence as of \_\_\_\_\_, 20\_\_ and shall continue in effect for a period of one (1) year thereafter. This Agreement shall be automatically renewed for successive one (1) year terms unless (a) either party notifies the other in writing at least thirty (30) days prior to the end of then-current term that it elects to terminate at the end of the then-current term, (b) either party is in default under the terms of this Agreement, or (c) either party terminates the Agreement pursuant to Paragraph 6 hereof.

## **III. Compensation**

3.1 Independent Subcontractor shall be compensated at a rate of \$ \_\_\_\_\_ per assessment and a rate of \$ \_\_\_\_\_ per hour ( 60 minutes ) and \$ \_\_\_\_\_ per half hour ( 30 minutes) for the Services performed in accordance with each child's Individual Family Service Plan ("IFSP"). Independent Subcontractor acknowledges that his/her work shall be performed as directed by Agency and in accordance with each individual Child's IFSP in a manner that complies with the applicable provisions of the Provider Agreement between the Agency and the Department, the policies and procedures of the Agency made from time to time, and the rules and regulations applicable to the provision of the Services in the State of New York. Independent Subcontractor acknowledges and agrees that he/she shall only be entitled to the compensation set forth in this Agreement, and that the Agency will not be obligated to provide any additional compensation or benefits to or on behalf of Independent Subcontractor, unless otherwise required to do so by law.

3.2 Independent Subcontractor shall keep accurate records of the time worked and shall timely submit all of his/her time records and required reports for the month worked together with all supporting documentation by no later than the seventeenth (17<sup>th</sup>) day and the second (2<sup>nd</sup>) day of the following month. So long as Independent Subcontractor (a) complies with Agency's policies and procedures, the rules and regulations applicable to the provision of Services, and the Provider Agreement between the Agency and Department, and (b) timely submits his/her monthly reimbursement reports by no later than the seventeen (17<sup>th</sup>) day and the second (2<sup>nd</sup>) day of the following month, Independent Subcontractor shall receive his/her compensation for the time worked by the 1<sup>st</sup> day of the month following the month Independent Subcontractor submits his/her reimbursement request.

## **Provision of Services**

4.1 Independent Subcontractor agrees to serve the Agency faithfully and to the best of his /her ability and shall-devote his/her entire professional time, attention, energies, and best efforts to the business of the Agency during regular business hours and at any other time during the week, as reasonably requested by the Agency. Independent Subcontractor's services shall be as assigned by the Agency, and shall include, but not necessarily be limited to, the provision of related services to the Agency's Childs.

4.2 Independent Subcontractor shall perform the Services required of him/her pursuant to the terms of this Agreement at the offices of the Agency as presently or may hereafter be located, or at any other approved locations, including but not limited to an approved a child's home, a day care, a hospital, a state facility, or some other appropriate child care location where Agency provides the Services to its children. At no time shall the Independent Subcontractor perform the Services at premises owned by, leased to, licensed to or otherwise controlled by the Independent Subcontractor, or any other not approved location.

4.3 Independent Subcontractor agrees that he/she shall provide the Services to children of the Agency in accordance with all applicable laws and regulations, and the Provider Agreement between the Agency and the Board and all attachments and appendices thereto, which the Independent Subcontractor agrees to review and comply with. Independent Subcontractor will provide all of his/her services in a professional manner and a timely fashion, as required by Agency. Independent Subcontractor understands that should the services performed be improper, untimely, not in conformance with applicable laws and regulations or improperly documented, the Agency may report such information to the appropriate authorities.

4.4 The Agency shall periodically monitor the performance of services rendered by the Independent subcontractor to ensure that the Agency is receiving the results for which it has contracted, 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 Independent subcontractor'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.

4.5 Independent Subcontractor shall comply with all professional obligations, rules and procedures as established by the Agency and shall comply with all requests of the Agency concerning compliance.

4.6 To comply with New York State regulations, the parties include the following provision:

- “Notwithstanding any other provisions in this contract, the Agency remains responsible for:
- a) ensuring any service provided pursuant to this contract complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
  - b) ensuring the quality of all services provided by the agency;
  - c) ensuring adherence by the agency Independent subcontractor to the agency plan of care established for patients.”
  - d) The subcontractor is approved by the State Department of Health to deliver the contract services to be delivered through the subcontractor, and that the “Letter of Approval” for corporation from the New York State Department of Health is appended thereto.

If the “Letter of Approval for corporate entities” is pending the NYS DOH approval, the subcontractor shall provide the Agency the copy of application for “Approval letter” for corporation and proof of submission to the NYS DOH. If the independent subcontractor fails to provide the Agency with NYS DOH “Approval letter” for corporation within 6 months of the execution of this contract, this agreement is automatically reassigned to the

interventionist who formed the corporation and identified in paragraph 1 of this contract.

4.7 Independent Subcontractor shall participate in clinical, educational and administrative meetings and activities as deemed necessary by the Agency. Independent Subcontractor shall also participate in quality assurance programs and other regulatory reviews applicable to the services provided by the Independent Subcontractor.

4.8 Independent Subcontractor agrees to comply with the written rules and regulations of Agency, relating to the performance of his/her duties, and to carry out and to perform orders, directions and policies stated by Agency to him/her from time to time, either orally or in writing. Independent Subcontractor also agrees to comply with all applicable federal, state or local laws.

4.9 Independent Subcontractor agrees to comply with all HIPPA policies and procedures, including policies pertaining to the use of Protected Health Information off Agency's premises. Independent Subcontractor further agrees to strictly comply with any and all applicable laws, rules and regulations with respect to maintaining the confidentiality of all HIV-related information.

4.10 Independent Subcontractor agrees to comply with any and all applicable provisions contained in the Provider Agreement between the Agency and the Department including but not necessarily limited to those provisions relating to the child withdrawal and discharge, retention of records, child attendance, child absences, child supervision, and reporting requirements.

4.11 Independent Subcontractor further agrees to keep strictly confidential all personally identifiable child and staff information obtained by, or furnished to, Independent Subcontractor, as well as all reports and/or studies containing such information, in full compliance with the confidentiality provisions.

4.12 Independent Subcontractor further agrees to comply with any and all applicable provisions of the federal Family Educational Rights and Privacy Act ("FERPA"), including but not limited to those FERPA provisions that protect the privacy of certain children records.

4.13 Independent Subcontractor agrees that once the Independent Subcontractor is assigned a child, that child shall be under Independent Subcontractor's responsibility for service provisions according to the IFSP

4.14 Both the Agency and Independent subcontractor 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 Independent subcontractor will consult with a patient's physician and with the Agency's Independent Subcontractors regarding the preparation or revision of a patient's plan of care. Services requested by the Agency and provided by the Independent subcontractor will be in accordance with the patient's plan of care and patient care policies established by the Agency and comply with the contract between NYC Department of health and Mental Hygiene (The Department) and the Agency.

4.15 Independent Subcontractor shall keep accurate and concise records, shall provide regular progress reports, and will notify the Agency within 24 hours of interruption in services and the reason for interruption if the eligible child misses three (3) or more consecutive scheduled sessions.

4.16 Each daily session note submitted by the Independent subcontractor must be presented to the agency on the agency form, clearly identify the following:

- child's name ( for family training and social work services also specify name of the caregiver)
- date and time the service was rendered (specify am or pm)

- location of services
- ICD/CPT Codes as appropriate
- name of the interventionist and profession (License/Certificate #)
- IFSP goals worked at
- nature and extend of services rendered, brief description of progress and activities performed (at least 3)
- child's response to each activity
- Contemporaneous (at the same time, simultaneous) signature of the Service Provider, 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 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.

## **Records**

5.1 Independent Subcontractor acknowledges that all Child records, including, without limitation, medical records, are the sole property of Agency. During the term of this Agreement and upon the termination of this Agreement, Independent Subcontractor shall not be entitled to copy, remove, keep or preserve records or charts belonging to the Agency concerning any Child unless said child shall specifically request a different disposition of his or her records, and then only to the extent that such a different disposition is permitted under the Provider Agreement between the Agency and the Board.

## **VI. Termination**

6.1 Independent Subcontractor's employment with the Agency shall be terminated hereunder upon the happening of any of the following events:

- (a) Whenever the Agency and the Independent Subcontractor shall mutually agree to termination in writing;
- (b) Receipt by the Agency of written notice from Independent Subcontractor notifying Agency of his/her desire to resign as Independent Subcontractor, in which event Independent Subcontractor must provide at least thirty (30) days' notice and provided further that the failure to give such notice shall itself be grounds for immediate termination;
- (c) Upon the Agency's written notice to Independent Subcontractor of its termination of this Agreement for any reason or for no reason;
- (d) Failure of Independent Subcontractor to maintain necessary certification in the jurisdiction wherein services are to be rendered, or failure of the Independent Subcontractor to supply the Agency with proof of such certification;
- (e) Failure of Independent Subcontractor to provide proof of good health and absence of communicable disease annually or upon request from the Agency;
- (f) Failure of Independent Subcontractor to perform an assigned shift without providing the Agency with adequate cancellation notice;
- (g) Determination by the Agency that any of the Independent Subcontractor's representations and/or warranties contained herein is false;
- (h) Conviction of Independent Subcontractor of a crime (misdemeanor or felony);
- (i) Independent Subcontractor's falsification of patient records, invoices, including, without limitation, time and place of delivery, extent of service, combining sessions,



fraudulent signatures parents and/or caregivers, misrepresentations of client's level of functionality, overlapping in schedule, etc.;

(j) Independent Subcontractor's abuse or mistreatment of a child, or any other violation of ethical and/or professional standards of care; or

(k) Death of the Independent Subcontractor.

6.2 Independent Subcontractor, to further Child care, agrees to provide at least thirty (30) days' notice to the Agency of his/her resignation and to be actively involved in the transfer of children to a new provider for a reasonable time beyond his/her termination, as required.

6.3 Upon termination for any of the foregoing causes, Independent Subcontractor shall be entitled to receive only the compensation accrued but unpaid as of the date of termination and shall not be entitled to additional compensation, except as expressly provided in this Agreement.

6.4 If there shall be a change in the laws, rules, regulations, delay in payment or general instructions applicable to the provision of the Services (or in the application thereof), the adoption of new legislation, or a change in the reimbursement system, any of which materially affects the reimbursement which the Agency may receive for the Services furnished to children, the Agency may by notice to Independent Subcontractor amend this Agreement to include a new basis for compensation for the services furnished pursuant to this Agreement. If such notice of new basis is given and if Independent Subcontractor does not accept the new basis for compensation, Independent Subcontractor, within thirty (30) days' of his/her receipt of such notice, may terminate this Agreement by thirty (30) days' prior notice to the Agency on any future date specified in such notice. The new basis for compensation shall be used until such future date.

## **VII. Malpractice Liability Insurance**

7.1 At all times during the term of this Agreement, Independent Subcontractor shall maintain at his/her own cost and expense a malpractice and liability insurance coverage in the amount of \$1,000,000/\$3,000,000. Independent Subcontractor agrees to deliver a certificate of insurance to the Agency evidencing aforementioned coverage before the date of commencement of employment hereunder. This certificate of insurance shall provide that said insurance policy will not be cancelled without at least a thirty (30) day prior written notice to the Agency.

## **VIII. Non-Solicitation and Non-Disclosure**

8.1 Non-Solicitation. Independent Subcontractor undertakes and agrees that during the term of this Agreement, and for a period of two (2) years after the date of termination of employment hereunder, regardless of cause, Independent Subcontractor will not, directly or indirectly, employ, cause to be employed or otherwise solicit any Independent Subcontractors or service providers of the Agency or any entity that has a business relationship with the Agency. Independent Subcontractor also agrees that during the term of this Agreement, and for a period of two (2) years after the date of termination, regardless of cause, Independent Subcontractor will not contact, call or solicit, or assist another in contacting, calling or soliciting any person or entity that is a Child, client, patient or customer of the Agency or any entity that has a relationship with the Agency, except in the performance of Independent Subcontractor's job duties under this Agreement.

8.2 Scope of Covenant. Should the duration or range of proscribed activities contained in paragraph (a) above be held unreasonable by any court of competent jurisdiction, then such duration or range of proscribed activities shall be modified to such degree as to make it or them reasonable and enforceable.

8.3 Non-Disclosure of Information. Except as necessary and appropriate to carry out Independent Subcontractor's job duties hereunder, Independent Subcontractor shall (i) never, directly or indirectly, disclose to any person or entity for any reason, or use for his/her own benefit, any Confidential Information (as hereinafter defined) either during the term of this

Agreement or following termination hereof, (ii) at all times, take precautions necessary to protect from loss or disclosure by Independent Subcontractor any and all documents or other information containing, referring or relating to Confidential Information, and (iii) upon termination of Independent Subcontractor's employment for any reason, promptly return to Agency any and all documents or other tangible property containing, referring or relating to such Confidential Information, whether prepared by him/her or others.

8.4 For purposes of this Agreement, "Confidential Information" means any information relating in any way to the business of the Agency, its subsidiaries, parent or affiliates disclosed to or known to the Independent Subcontractor as a consequence of, result of, or through Independent Subcontractor's employment with Agency which consists of technical and non-technical information about the Agency, its subsidiary's, parent's or affiliate's products, processes, programs, concepts, forms, business methods, data, any and all financial and accounting data, marketing, customers, customer lists, children, patients, patient lists, and services and information corresponding thereto acquired by Independent Subcontractor during the term of or as a result of this Agreement.

8.5 It is agreed that any breach of this section by Independent Subcontractor shall entitle Agency to apply to any court of competent jurisdiction to enjoin any violation, threatened or actual, of this section.

## **IX. Covenants, Representations and Warranties of Independent Subcontractor**

9.1 Independent Subcontractor covenants, represents and warrants that Independent Subcontractor is duly licensed and/or certified to provide the Services in the State of New York and shall keep his/her licensure and/or certification in full force and effect at his/her sole costs and expense during the term of this Agreement.

9.2 Independent Subcontractor covenants, represents and warrants that he/she has never had, nor has ever engaged in any conduct which would cause a suspension and/or revocation of a license to provide teaching services of any kind, including but not limited to special education teaching services, in any state or country.

9.3 Independent Subcontractor covenants, represents and warrants that he/she has never been subject to, nor has ever engaged in any conduct which would cause a disciplinary hearing by any federal, state or local governmental agency or any other regulatory body. Should Independent Subcontractor become subject to any such disciplinary hearing, Independent Subcontractor shall inform Agency immediately of the nature of such hearing.

9.4 Independent Subcontractor covenants, represents and warrants that he/she has never been the target of a Medicare or Medicaid investigation, audit or other review and, to the best of Independent Subcontractor's knowledge, has always engaged in conduct in full compliance with the Medicare law, the Medicaid law and the regulations there under. Should Independent Subcontractor become subject of a Medicare or Medicaid investigation, audit or other review, Independent Subcontractor shall inform Agency immediately of the nature of such investigation, audit, or review, and agrees to authorize Agency to obtain information regarding such investigation, audit or review directly from the entity performing the investigation, audit or review.

9.5 Independent Subcontractor covenants, represents and warrants that he/she is not the subject of any action or proceeding which would jeopardize, prohibit or unfavorably impact his/her employment hereunder.

9.6 Independent Subcontractor covenants, represents and warrants that he/she knows of no state of facts which would adversely impact his/her employment hereunder.

## **X. Indemnification**

10.1 Independent Subcontractor agrees to indemnify, defend and save the Agency harmless from any claim, loss, cost, damage or expense, including, without limitation, attorney's fees and court costs, which the Agency may sustain, suffer or incur as a result of any action or

claim brought against it, which action or claim may arise from Independent Subcontractor's negligence, acts or omissions.

## **XI. General**

11.1 Entire Agreement. This Agreement and any and all incorporated attachments thereto, including, without limitation, the Provider Agreement between the Agency and the Board, embodies the entire understandings and obligations of the parties with respect to the subject matter of the Agreement, and it supersedes all prior agreements or understanding pertaining to thereto, whether written or oral.

11.2 Amendment or Modification. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each by their respective representatives, duly authorized.

11.3 No Assignment. Independent Subcontractor may not assign his/her rights or obligations under this Agreement.

11.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agency and the heirs, representatives and beneficiaries of Independent Subcontractor.

11.5 No Waiver. Neither the waiver by either party hereto of any breach of or default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right hereunder, shall be construed as a waiver of any subsequent breach or default, or as a waiver of any such rights or provisions hereunder. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver.

11.6 Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

11.7 Notices. Any notice, communication, request, reply or advice or other notice to be given, made to either party shall be in writing and sent to each party at its address below as well as to their respective counsel at the addresses below and shall be deemed delivered if sent by (i) hand delivery, against receipt, the day it is delivered or (ii) nationally recognized overnight delivery service for next business day delivery, the next business day after mailing.

11.8 Captions. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections.

11.9 Singular/Plural. Whenever required by the context hereof, the singular shall include the plural, and vice versa; and the masculine gender shall include the feminine and neuter genders, and vice versa.

11.10 Governing Law. This Agreement shall be governed by the laws of the State of New York and shall be construed and enforced in accordance with the laws of New York State. Any legal actions commenced to enforce any rights or obligations hereunder by either party hereto shall be venue in the County of Queens, State of New York.

11.11 Waiver of Trial by Jury. Independent Subcontractor and Agency hereby waive trial by jury in any action; proceeding or counterclaim brought or asserted by either of them against the other on any matters whatsoever arising out of this Agreement.

### 11.12 Binding Arbitration of All Disputes.

(a) The parties to this Agreement shall use their good faith efforts to voluntarily resolve between themselves any and all disputes, controversies or claims arising out of or relating to any provisions of this Agreement or any related agreements entered into pursuant hereto regarding an alleged breach of this Agreement, and/or regarding the performance or failure to perform by the parties of the terms of this Agreement or any related agreement. If any dispute cannot be promptly resolved, either party may request in writing to the other party that the matter be mediated by a qualified professional mediator to be mutually agreed upon by

the parties. If the parties are unsuccessful in selecting such a mediator within ten (10) days after the request is first made, or if upon selecting a mediator are unable to resolve the matter within twenty (20) days following the selection of the mediator, then the dispute shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to its National Rules for the Resolution of Employment Disputes in effect on the effective date of this Agreement by a single arbitrator appointed by AAA.

(b) This provision applies to any and all disputes arising under this Agreement, including but not limited to any claims of discrimination under State and federal laws, as well as any claims for breach of contract, tort, or other claims, excluding only claims as to which no agreement to arbitrate may be made under New York State law, including claims for unemployment and workers compensation benefits.

(c) In the event that this mandatory arbitration provision is invoked by either party to this Agreement, each party shall bear its own costs, expenses and attorneys' fees associated with said arbitration.

11.13 Injunctive Relief. Independent Subcontractor understands and agrees that Agency will suffer irreparable harm from the breach of any covenant contained herein including, the covenant not to compete and the covenant not to disclosure Confidential Information, and that monetary damages may be inadequate to compensate for such a breach. Accordingly, Independent Subcontractor agrees that, in addition to any other remedies available at law or equity, Agency shall be entitled to injunctive relief to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date set forth above.

**AGENCY:**

**INDEPENDENT SUBCONTRACTOR:**

\_\_\_\_\_  
VIVID MINDS, LLC

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Specialty

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Vivid Minds, LLC

37 Conger St  
Staten Island, NY 10305  
347-575-7997  
admin@vividminds.nyc

### EMPLOYMENT AGREEMENT

AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Vivid Minds, LLC, a New York limited liability Employer having a business address at 37 Conger St, Staten Island, NY 10305 (hereafter the "Employer"), and \_\_\_\_\_, residing at \_\_\_\_\_ (hereafter the "Employee"). The Employee is being retained to provide \_\_\_\_\_ (OT, PT, SLP, Special ED, CSW, Nutrition, Physicians, etc. – please specify) Services, as defined in the pertinent regulations of the New York State Department of Health, 10 N.Y.C.R.R. s 700.2. The Employee shall provide services to the patients of the Agency who have been admitted to services by the Agency and to whom the Agency requests the Employee to provide services.

WHEREAS, the Provider Agreement and any attachments and appendices thereto are expressly incorporated and made a part of this Agreement, and are available to Employee in the Employer's offices upon request at any time during normal business hours.

WHEREAS, the Employee is a \_\_\_\_\_ duly licensed and/or certified to provide \_\_\_\_\_ services in the State of New York.

WHEREAS, the Employee desires employment as an employee of the Employer to provide related services to Employer's children

WHEREAS, the Employer desires to employ the Employee upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

#### Employment

1.1 Employer agrees to employ the Employee, and the Employee agrees to be employed by the Employer, as a \_\_\_\_\_ providing \_\_\_\_\_ services (hereinafter the "Services"), upon the terms and conditions set forth in this Agreement.

1.2 Employer's and Employee's agreement herein is conditional upon, and during the term of this Agreement their respective obligations are contingent upon continuous compliance with the following:

(a) Upon execution of this Agreement, Employee will provide the Employer with all applicable original documents evidencing his/her New York State license and/or certification, as required by New York State laws or regulations, and the licenses, certificates and/or permits required under any federal, state or local law or regulation, consistent with the requirements of the Provider Agreement between the Employer and Department of Health. Copies of Employee's documents together with an original executed copy of this Agreement will be placed and maintained in Employee's personnel file.

(b) Employee shall complete the New York State Central Register Database Check (child abuse and maltreatment screening) prior to the commencement of his/her employment hereunder.

(c) Employee agrees to comply with any and all licensing and continuing education requirements set forth by the State of New York;

(d) Employee will comply with all provisions of any federal, state or local law, rule or regulation relating to his/her profession;

(e) Employee agrees to comply with the appropriate security clearance procedures. If it is determined as a result of such security clearance procedures that Employee will be denied access to the

Employer's Childs, the Employer reserves the right, in its sole discretion, to take any and all appropriate action, including but not limited to the immediate termination of this Agreement;

(f) Employee agrees to comply with the appropriate health clearance requirements. If Employee fails to obtain the necessary health clearance to perform services under this Agreement, the Employer reserves the right, in its sole discretion, to take any and all appropriate action, including but not limited to the immediate termination of this Agreement; and

(g) Employee covenants, represents and warrants that he/she is not prohibited from performing services under this Agreement because of the existence of a conflict of interest.

## **II. Term of Employment**

2.1 This Agreement shall commence as of \_\_\_\_\_, 20\_\_ and shall continue in effect for a period of one (1) year thereafter. This Agreement shall be automatically renewed for successive one (1) year terms unless (a) either party notifies the other in writing at least thirty (30) days prior to the end of then-current term that it elects to terminate at the end of the then-current term, (b) either party is in default under the terms of this Agreement, or (c) either party terminates the Agreement pursuant to Paragraph 6 hereof.

## **III. Employment Compensation**

3.1 Employee shall be compensated at a rate of \$ \_\_\_\_\_ per assessment and a rate of \$ \_\_\_\_\_ per hour ( 60 minutes ) and \$ \_\_\_\_\_ per half hour ( 30 minutes) for the Services performed in accordance with each child's Individual Family Service Plan ("IFSP"). Employee acknowledges that his/her work shall be performed as directed by Employer and in accordance with each individual Child's IFSP in a manner that complies with the applicable provisions of the Provider Agreement between the Employer and the Department, the policies and procedures of the Employer made from time to time, and the rules and regulations applicable to the provision of the Services in the State of New York. Employee acknowledges and agrees that he/she shall only be entitled to the compensation set forth in this Agreement, and that the Employer will not be obligated to provide any additional compensation or benefits to or on behalf of Employee, unless otherwise required to do so by law.

3.2 Employee shall keep accurate records of the time worked and shall timely submit all of his/her time records and required reports for the month worked together with all supporting documentation by no later than the seventeenth (17th) day and the second (2<sup>nd</sup>) day of the following month. So long as Employee (a) complies with Employer's policies and procedures, the rules and regulations applicable to the provision of Services, and the Provider Agreement between the Employer and Department, and (b) timely submits his/her twice a month reimbursement reports by no later than the seventeenth (17<sup>th</sup>) and the second (2<sup>nd</sup>) day of the following month, Employee shall receive his/her compensation for the time worked by the 1<sup>st</sup> day of the month following the month Employee submits his/her reimbursement request.

## **Provision of Services**

4.1 Employee agrees to serve the Employer faithfully and to the best of his /her ability and shall devote his/her entire professional time, attention, energies, and best efforts to the business of the Employer during regular business hours and at any other time during the week, as reasonably requested by the Employer. Employee's services shall be as assigned by the Employer, and shall include, but not necessarily be limited to, the provision of related services to the Employer's Childs.

4.2 Employee shall perform the Services required of him/her pursuant to the terms of this Agreement at the offices of the Employer as presently or may hereafter be located, or at any other approved locations, including but not limited to an approved a child's home, a day care, a hospital, a state facility, or some other appropriate child care location where Employer provides the Services to its children. At no time shall the

Employee perform the Services at premises owned by, leased to, licensed to or otherwise controlled by the Employee, or any other not approved location.

4.3 Employee agrees that he/she shall provide the Services to children of the Employer in accordance with all applicable laws and regulations, and the Provider Agreement between the Employer and the Board and all attachments and appendices thereto, which the Employee agrees to review and comply with. Employee will provide all of his/her services in a professional manner and a timely fashion, as required by Employer. Employee understands that should the services performed be improper, untimely, not in conformance with applicable laws and regulations or improperly documented, the Employer may report such information to the appropriate authorities.

4.4 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 contracted, 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.

4.5 Employee shall comply with all professional obligations, rules and procedures as established by the Employer and shall comply with all requests of the Employer concerning compliance.

4.6 To comply with New York State regulations, the parties include the following provision:

“Notwithstanding any other provisions in this contract, the Agency remains responsible for:

- a) ensuring any service provided pursuant to this contract complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- b) ensuring the quality of all services provided by the agency;
- c) ensuring adherence by the agency Employee to the agency plan of care established for patients.”

4.7 Employee shall participate in clinical, educational and administrative meetings and activities as deemed necessary by the Employer. Employee shall also participate in quality assurance programs and other regulatory reviews applicable to the services provided by the Employee.

4.8 Employee agrees to comply with the written rules and regulations of Employer, relating to the performance of his/her duties, and to carry out and to perform orders, directions and policies stated by Employer to him/her from time to time, either orally or in writing. Employee also agrees to comply with all applicable federal, state or local laws.

4.9 Employee agrees to comply with all HIPPA policies and procedures, including policies pertaining to the use of Protected Health Information off Employer's premises. Employee further agrees to strictly comply with any and all applicable laws, rules and regulations with respect to maintaining the confidentiality of all HIV-related information.

4.10 Employee agrees to comply with any and all applicable provisions contained in the Provider Agreement between the Employer and the Department including but not necessarily limited to those provisions relating to the child withdrawal and discharge, retention of records, child attendance, child absences, child supervision, and reporting requirements.

4.11 Employee further agrees to keep strictly confidential all personally identifiable child and staff information obtained by, or furnished to, Employee, as well as all reports and/or studies containing such information, in full compliance with the confidentiality provisions.

4.12 Employee further agrees to comply with any and all applicable provisions of the federal Family Educational Rights and Privacy Act ("FERPA"), including but not limited to those FERPA provisions that protect the privacy of certain children records.

4.13 Employee agrees that once the Employee is assigned a child, that child shall be under Employee's responsibility for service provisions according to the IFSP

4.14 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 and comply with the contract between NYC Department of Health and Mental Hygiene (The Department) and the Agency.

4.15 Employee shall keep accurate and concise records, shall provide regular progress reports, and will notify the Employer within 24 hours of interruption in services and the reason for interruption if the eligible child misses three (3) or more consecutive scheduled sessions.

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

- child's name ( for family training and social work services also specify name of the caregiver)
- date and time the service was rendered (specify am or pm)
- location of services
- ICD/CPT Codes as appropriate
- name of the interventionist and profession (License/Certificate #)
- IFSP goals worked at
- nature and extent of services rendered, brief description of progress and activities performed (at least 3)
- child's response to each activity
- Contemporaneous (at the same time, simultaneous) signature of the Service Provider, 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 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.

## **Records**

5.1 Employee acknowledges that all Child records, including, without limitation, medical records, are the sole property of Employer. During the term of this Agreement and upon the termination of this Agreement, Employee shall not be entitled to copy, remove, keep or preserve records or charts belonging to the Employer concerning any Child unless said child specifically request a different disposition of his or her records, and then only to the extent that such a different disposition is permitted under the Provider Agreement between the Employer and the Board.

## **VI. Termination**

6.1 Employee's employment with the Employer shall be terminated hereunder upon the happening of any of the following events:

- (a) Whenever the Employer and the Employee shall mutually agree to termination in writing;
- (b) Receipt by the Employer of written notice from Employee notifying Employer of his/her desire to resign as Employee, in which event Employee must provide at least thirty (30) days' notice and provided further that the failure to give such notice shall itself be grounds for immediate termination;
- (c) Upon the Employer's written notice to Employee of its termination of this Agreement for any reason or for no reason;
- (d) Failure of Employee to maintain necessary certification in the jurisdiction wherein services are to be rendered, or failure of the Employee to supply the Employer with proof of such certification;
- (e) Failure of Employee to provide proof of good health and absence of communicable disease annually or upon request from the Employer;



- (f) Failure of Employee to perform an assigned shift without providing the Employer with adequate cancellation notice;
- (g) Determination by the Employer that any of the Employee's representations and/or warranties contained herein is false;
- (h) Conviction of Employee of a crime (misdemeanor or felony);
- (i) Employee's falsification of patient records, invoices, including, without limitation, time and place of delivery, extent of service, combining sessions, fraudulent signatures parents and/or caregivers, misrepresentations of client's level of functionality, overlapping in schedule, etc.;
- (j) Employee's abuse or mistreatment of a child, or any other violation of ethical and/or professional standards of care; or
- (k) Death of the Employee.

6.2 Employee, to further Child care, agrees to provide at least thirty (30) days' notice to the Employer of his/her resignation and to be actively involved in the transfer of children to a new provider for a reasonable time beyond his/her termination, as required.

6.3 Upon termination for any of the foregoing causes, Employee shall be entitled to receive only the compensation accrued but unpaid as of the date of termination and shall not be entitled to additional compensation, except as expressly provided in this Agreement.

6.4 If there shall be a change in the laws, rules, regulations, delay in payment or general instructions applicable to the provision of the Services (or in the application thereof), the adoption of new legislation, or a change in the reimbursement system, any of which materially affects the reimbursement which the Employer may receive for the Services furnished to children, the Employer may by notice to Employee amend this Agreement to include a new basis for compensation for the services furnished pursuant to this Agreement. If such notice of new basis is given and if Employee does not accept the new basis for compensation, Employee, within thirty (30) days' of his/her receipt of such notice, may terminate this Agreement by thirty (30) days' prior notice to the Employer on any future date specified in such notice. The new basis for compensation shall be used until such future date.

## **VII. Malpractice Liability Insurance**

7.1 At all times during the term of this Agreement, Employee shall maintain at his/her own cost and expense a malpractice and liability insurance coverage in the amount of \$1,000,000/\$3,000,000. Employee agrees to deliver a certificate of insurance to the Employer evidencing aforementioned coverage before the date of commencement of employment hereunder. This certificate of insurance shall provide that said insurance policy will not be cancelled without at least a thirty (30) day prior written notice to the Employer.

## **VIII. Non-Solicitation and Non-Disclosure**

8.1 Non-Solicitation. Employee undertakes and agrees that during the term of this Agreement, and for a period of two (2) years after the date of termination of employment hereunder, regardless of cause, Employee will not, directly or indirectly, employ, cause to be employed or otherwise solicit any employees or service providers of the Employer or any entity that has a business relationship with the Employer. Employee also agrees that during the term of this Agreement, and for a period of two (2) years after the date of termination, regardless of cause, Employee will not contact, call or solicit, or assist another in contacting, calling or soliciting any person or entity that is a Child, client, patient or customer of the Employer or any entity that has a relationship with the Employer, except in the performance of Employee's job duties under this Agreement.

8.2 Scope of Covenant. Should the duration or range of proscribed activities contained in paragraph (a) above be held unreasonable by any court of competent jurisdiction, then such duration or range of proscribed activities shall be modified to such degree as to make it or them reasonable and enforceable.

8.3 Non-Disclosure of Information. Except as necessary and appropriate to carry out Employee's job duties hereunder, Employee shall (i) never, directly or indirectly, disclose to any person or entity for any reason, or use for his/her own benefit, any Confidential Information (as hereinafter defined) either during the term of this Agreement or following termination hereof, (ii) at all times, take precautions necessary to protect from loss or disclosure by Employee any and all documents or other information containing, referring or relating to

Confidential Information, and (iii) upon termination of Employee's employment for any reason, promptly return to Employer any and all documents or other tangible property containing, referring or relating to such Confidential Information, whether prepared by him/her or others.

8.4 For purposes of this Agreement, "Confidential Information" means any information relating in any way to the business of the Employer, its subsidiaries, parent or affiliates disclosed to or known to the Employee as a consequence of, result of, or through Employee's employment with Employer which consists of technical and non-technical information about the Employer, its subsidiary's, parent's or affiliate's products, processes, programs, concepts, forms, business methods, data, any and all financial and accounting data, marketing, customers, customer lists, children, patients, patient lists, and services and information corresponding thereto acquired by Employee during the term of or as a result of this Agreement.

8.5 It is agreed that any breach of this section by Employee shall entitle Employer to apply to any court of competent jurisdiction to enjoin any violation, threatened or actual, of this section.

## **IX. Covenants, Representations and Warranties of Employee**

9.1 Employee covenants, represents and warrants that Employee is duly licensed and/or certified to provide the Services in the State of New York and shall keep his/her licensure and/or certification in full force and effect at his/her sole costs and expense during the term of this Agreement.

9.2 Employee covenants, represents and warrants that he/she has never had, nor has ever engaged in any conduct which would cause a suspension and/or revocation of a license to provide teaching services of any kind, including but not limited to special education teaching services, in any state or country.

9.3 Employee covenants, represents and warrants that he/she has never been subject to, nor has ever engaged in any conduct which would cause a disciplinary hearing by any federal, state or local governmental agency or any other regulatory body. Should Employee become subject to any such disciplinary hearing, Employee shall inform Employer immediately of the nature of such hearing.

9.4 Employee covenants, represents and warrants that he/she has never been the target of a Medicare or Medicaid investigation, audit or other review and, to the best of Employee's knowledge, has always engaged in conduct in full compliance with the Medicare law, the Medicaid law and the regulations there under. Should Employee become subject of a Medicare or Medicaid investigation, audit or other review, Employee shall inform Employer immediately of the nature of such investigation, audit, or review, and agrees to authorize Employer to obtain information regarding such investigation, audit or review directly from the entity performing the investigation, audit or review.

9.5 Employee covenants, represents and warrants that he/she is not the subject of any action or proceeding which would jeopardize, prohibit or unfavorably impact his/her employment hereunder.

9.6 Employee covenants, represents and warrants that he/she knows of no state of facts which would adversely impact his/her employment hereunder.

## **X. Indemnification**

10.1 Employee agrees to indemnify, defend and save the Employer harmless from any claim, loss, cost, damage or expense, including, without limitation, attorney's fees and court costs, which the Employer may sustain, suffer or incur as a result of any action or claim brought against it, which action or claim may arise from Employee's negligence, acts or omissions.

## **XI. General**

11.1 Entire Agreement. This Agreement and any and all incorporated attachments thereto, including, without limitation, the Provider Agreement between the Employer and the Board, embodies the entire understandings and obligations of the parties with respect to the subject matter of the Agreement, and it supersedes all prior agreements or understanding pertaining to thereto, whether written or oral.

11.2 Amendment or Modification. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each by their respective representatives, duly authorized.

11.3 No Assignment. Employee may not assign his/her rights or obligations under this Agreement.

11.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Employer and the heirs, representatives and beneficiaries of Employee.

11.5 No Waiver. Neither the waiver by either party hereto of any breach of or default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right hereunder, shall be construed as a waiver of any subsequent breach or default, or as a waiver of any such rights or provisions hereunder. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver.

11.6 Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

11.7 Notices. Any notice, communication, request, reply or advice or other notice to be given, made to either party shall be in writing and sent to each party at its address below as well as to their respective counsel at the addresses below and shall be deemed delivered if sent by (i) hand delivery, against receipt, the day it is delivered or (ii) nationally recognized overnight delivery service for next business day delivery, the next business day after mailing.

11.8 Captions. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections.

11.9 Singular/Plural. Whenever required by the context hereof, the singular shall include the plural, and vice versa; and the masculine gender shall include the feminine and neuter genders, and vice versa.

11.10 Governing Law. This Agreement shall be governed by the laws of the State of New York and shall be construed and enforced in accordance with the laws of New York State. Any legal actions commenced to enforce any rights or obligations hereunder by either party hereto shall be venue in the County of Queens, State of New York.

11.11 Waiver of Trial by Jury. Employee and Employer hereby waive trial by jury in any action; proceeding or counterclaim brought or asserted by either of them against the other on any matters whatsoever arising out of this Agreement.

11.12 Binding Arbitration of All Disputes.

(a) The parties to this Agreement shall use their good faith efforts to voluntarily resolve between themselves any and all disputes, controversies or claims arising out of or relating to any provisions of this Agreement or any related agreements entered into pursuant hereto regarding an alleged breach of this Agreement, and/or regarding the performance or failure to perform by the parties of the terms of this Agreement or any related agreement. If any dispute cannot be promptly resolved, either party may request in writing to the other party that the matter be mediated by a qualified professional mediator to be mutually agreed upon by the parties. If the parties are unsuccessful in selecting such a mediator within ten (10) days after the request is first made, or if upon selecting a mediator are unable to resolve the matter within twenty (20) days following the selection of the mediator, then the dispute shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to its National Rules for the Resolution of Employment Disputes in effect on the effective date of this Agreement by a single arbitrator appointed by AAA.

(b) This provision applies to any and all disputes arising under this Agreement, including but not limited to any claims of discrimination under State and federal laws, as well as any claims for breach of contract, tort, or other claims, excluding only claims as to which no agreement to arbitrate may be made under New York State law, including claims for unemployment and workers compensation benefits.

(c) In the event that this mandatory arbitration provision is invoked by either party to this Agreement, each party shall bear its own costs, expenses and attorneys' fees associated with said arbitration.

11.13 Injunctive Relief. Employee understands and agrees that Employer will suffer irreparable harm from the breach of any covenant contained herein including, the covenant not to compete and the covenant not to disclosure Confidential Information, and that monetary damages may be inadequate to compensate for such a breach. Accordingly, Employee agrees that, in addition to any other remedies available at law or equity, Employer shall be entitled to injunctive relief to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date set forth above.

**EMPLOYER:**

**EMPLOYEE:**

\_\_\_\_\_  
VIVID MINDS, LLC

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Specialty

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# VIVIDMINDS

EARLY INTERVENTION  
AGENCY

## Release Form

I, \_\_\_\_\_, certify and agree, as a condition of my association with Vivid Minds, LLC, that (i) have never been investigated for, or been found guilty or agreed to a finding of professional misconduct, including findings related to a health care fraud; (ii) I have never been charged with, been convicted of or pled guilty to a crime or violation of any law related to health care fraud; (iii) I am not current being investigated for any crime, violation of any law or professional misconduct related to health care fraud; (iv) I am not currently excluded from participation from Medicare, Medicaid, or any other federal health care program; and (v) I shall immediately notify Vivid Minds, LLC of any such investigation, charge, finding, plea, conviction, or exclusion. I understand that Vivid Minds, LLC will periodically review the

Office of Inspector General

<https://exclusions.oig.hhs.gov/>

General Service Administration

<https://www.sam.gov/SAM/pages/public/searchRecords/advancedPIRSearchResults.jsf>

and the New York Office of the Medicaid Inspector General

[https://apps.omig.ny.gov/exclusions/ex\\_search.aspx](https://apps.omig.ny.gov/exclusions/ex_search.aspx)

exclusion lists to determine whether its employed, contractors, or agents have been excluded from Medicare, Medicaid or any other federal health care program; and that I have been excluded or have violated the terms of this statement, my association with Vivid Minds, LLC shall be terminated.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Vivid Minds, LLC

### Criminal Record Information Form

Answer Yes or No to Questions 1-14.

Every Question Below Must Be Answered		Yes	No
1.	Have you ever been convicted of, or pled “Guilty” or pled “No Contest” to any offence in this state or elsewhere? (i.e. felonies, misdemeanors, and violations except for minor traffic infractions?)		
2.	Are any criminal charges currently pending against you in this state or elsewhere?		
3.	Have you ever forfeited bail or bond following your appearance as a defendant in a Criminal court action?		
4.	Has a family court ever rendered a finding indicating you have abused or neglected a child? If so, on a separate sheet explain the date and nature of the findings, of the Court.		
5.	Had you ever had any professional certificate or license denied, revoked or suspended?		
6.	Have you ever been discharged or required to resign from any position for reasons other than layoff due to reduction of the workforce?		
7a.	Have disciplinary charges ever been preferred against you by an employer?		
7b.	Were you ever found guilty of the charges?		
8.	Have you ever resigned as an alternative to facing charges or dismissal?		
9.	Have you ever been disqualified for employment in any civil service position?		
10.	Have you ever had a teaching license or certificate denied, revoked, or suspended by the NYC Department of Education or other school district because of unsatisfactory service or criminal record?		
11.	Have you ever received an unsatisfactory rating in conjunction with any pedagogical employment?		
12.	Have you ever been discontinued from probationary service or denied tenure as a pedagogue?		
13.	Did you ever receive a discharge from military service that was issued under other than honorable circumstances?		
14.	Have you ever been excluded from participating in Medicare and State Health Care Programs?		

If you answer “Yes” to any question, please explain on a separate sheet (confidential).

***Attestation:***

- 1) *I have read the eligibility requirements for the position for which I am filling this application. To the best of my knowledge and belief, I now meet, or shall meet, the requirements by the appropriate start date.*
- 2) *I understand that if any information or documentation provided as part of this application is found to be fraudulent, forged, or altered, it will result in a denial of my application for employment. Additionally it may subject me to disciplinary action and/or dismissal if I am already employed.*
- 3) *Finally, I understand that if any information or documentation submitted as part of this application is found to be fraudulent, forged or altered after my application has been processed, I am employed and I have received additional money as a result, I will agree to return, upon demand, that amount of money received which is directly attributable to the fraud, forgery or alteration by the deductions from my paycheck, or alternative means if I am no longer employed.*
- 4) *I hereby certify that my statements contain herein and in any explanatory enclosures are, to the best of my knowledge and belief, true and correct. I understand that any omission and/or misstatement of material facts may cause denial of the application for employment or invalidation thereof, or may result in termination or other disciplinary action, may be incorporated in my record in connection with any future application and may be referred for prosecution to the office of the District Attorney.*

**Signature:** \_\_\_\_\_

**Please print name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Warning: According to law, a person knowingly making a false written statement on an application in order to obtain employment is Guilty of a Class E felony.

**Instructions for Completing the Statewide Central Register Database Check Form****LDSS-3370**

- **ALL** information on the form must be easily read so that data entry and results are accurate. Each SCR Database Check submitted should be reviewed for completeness and legibility by the program/agency liaison. If the form is incomplete or illegible, it will be returned to the agency for corrections.

**THE PROPER WAY TO COMPLETE THE FORM:****AGENCY INFORMATION****TOP LINE OF FORM:**

- The three-digit agency code must be placed in the top left-hand box, followed by the Resource I.D. (RID) in the next box to the right. (Contact the licensing agency if there are any questions about these.)
- Daycare providers must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID number. (Contact your licensing agency/Regional Office if you have any questions).
- Clearance Category letter code (see back of Form LDSS-3370) must be placed in the middle box.
- Phone number (with area code) enables the SCR to contact the agency liaison if this becomes necessary.
- The Request ID Box is for SCR use only.

**AGENCY ADDRESS AREA:**

- Agency Name: Please use full name, no abbreviations
- Agency Liaison is the contact person at the inquiring agency. (\*The SCR response will be addressed to the liaison.) **The liaison cannot be the applicant or a relative of the applicant.**
- Agency Address: Must include street, city

**APPLICANT INFORMATION****APPLICANT/HOUSEHOLD MEMBER AREA:**

- **ALL HOUSEHOLD MEMBERS, ADULTS AND CHILDREN, WHETHER RELATED TO THE APPLICANT OR NOT, ARE TO BE LISTED IN THIS AREA OF THE FORM.**

- Remember to **write clearly** or **type** all information in order to assist in obtaining an accurate response. Record all names with the last\_name first, then the first name, and middle name.
- First line: Applicant's name. If there is more than one applicant place the additional name(s) on the lines below the maiden name line.
- Second line: Any maiden names, previous married names, or aliases by which the applicant is or has been known. Use additional lines if there is more than one maiden/married/alias name to be listed.
- Remaining lines: Names of all other household members. (Attach an additional page if needed.)

**If there are no other household members, indicate NONE on the line below "Maiden/Alias".**

- First column: indicate the relationship to the applicant of each person listed. (*Spouse, son, daughter, mother, father, friend, etc.*)
- Sex M/F column: fill in either M (Male) or F (Female) for every person listed.
- Date of Birth column: fill in complete date of birth (mm/dd/yy) for everyone listed on the form.

**ADDRESS AREA:**

The information required varies depending on the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for categories), provide addresses for the applicant and any household member who is 18 and older. **We need this information for the last 28 years.** Attach supplemental pages if necessary, but **do not use** another LDSS-3370 form to list this additional information. Be sure to associate address histories with particular individuals (*i.e., indicate which addresses are for which household members*).
- For all other categories, only the applicant's address history is required – for the last 28 years.
- Complete addresses are required. Include street name and city/town/village. Also include street number and apartment number. **Post Office Box numbers are not acceptable.** If the applicant has lived abroad, indicate country and dates of residence. If the applicant has spent time in the military, list base names and locations along with dates. **Be sure that there are no periods of time unaccounted for.**
- The top line is for the current address. The previous address should be listed on the second line downward, and so on to the back of the form for the last 28 years. Staple the attached supplemental page to the form if more space is needed, but do not use another copy of the LDSS-3370 for this additional information.

**SIGNATURE AREA:**

Signatures required depend upon the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (*see back of form for category*), signatures are needed from the applicant and any household member who is 18 or older.
- For all other categories, only the applicant's signature is required.
- All signatures must correspond to the names recorded in the Applicant/Household Member Area-for example; Mary Smith should not sign Mary Ann Smith. Victoria Smith should not sign Vicki.
- Applicants must sign in the boxes marked "Applicant's Signature", household members over 18 who are not applicants must sign in the boxes at the extreme bottom of the page marked "Signature".
- All signatures must be dated (*mm/dd/yy*). **The SCR will not accept a form with a signature date more than 6 months old.**

If you have questions regarding proper completion of this form, **please call the SCR at 518-474-5297.**

**MAIL YOUR COMPLETED LDSS-3370 FORM TO:**

**STATEWIDE CENTRAL REGISTER  
P.O. BOX 4480  
ALBANY, N.Y. 12204-0480**

**TO ORDER A SUPPLY OF LDSS-3370 FORMS:**

Please access the (OCFS-4627) **Request for Forms and Publications**, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/>  
Internet: <http://ocfs.ny.gov/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:  
**THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144.**



NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**STATEWIDE CENTRAL REGISTER DATABASE CHECK**  
*Agency Use Only*

<b>SCR USE ONLY</b>
REQUEST I.D.:

**ALL INFORMATION MUST BE COMPLETE. PLEASE PRINT OR TYPE**

AGENCY CODE:	RESOURCE I.D. (RID)	CHILD CARE FACILITY SYSTEM (CCFS) NUMBER:	CATEGORY USE ALPHA CODE:	PHONE NUMBER (Area Code): <b>(347) 575 - 7997</b>
<b>PRINT BELOW THE ADDRESS ASSOCIATED WITH YOUR RID/CCFS NUMBER:</b>			The particular classifications of persons who must or may be screened are set forth on the reverse side of this document. The alpha codes to complete the "Category" box above are also on the reverse side of this form  <b><u>FOR ALL CATEGORIES:</u></b> Complete the following for yourself, your spouse, your children and any other person(s) in your home at the present time. MAKE SURE YOU COMPLETE ALL MAIDEN NAME/ALIAS SECTIONS THAT APPLY. IF NONE, STATE "NONE" List <i>RELATIONSHIP</i> in the fields below  (see reverse side for instructions) Attach additional page if necessary.	
<b>AGENCY NAME:</b> Vivid Minds, LLC				
<b>AGENCY LIAISON:</b> Kateryna Stern				
<b>STREET ADDRESS:</b> 37 Conger St				
<b>CITY:</b> Staten Island	<b>STATE:</b> NY	<b>ZIP CODE:</b> 10305		

The purpose of collecting the demographic data on *other persons in your household* who are not screened pursuant to Section 424-a of the Social Services Law is to enable the N.Y.S. Office of Children and Family Services to identify with the greatest degree of certainty whether the person(s) being screened is the subject of an indicated child abuse or maltreatment report. The utilization of this information in a discriminatory manner is contrary to the Human Rights Law.

**APPLICANT/HOUSEHOLD MEMBER AREA \*PLEASE TYPE OR PRINT CLEARLY**

RELATIONSHIP TO APPLICANT	LAST NAME	FIRST NAME	SEX M/F	DATE OF BIRTH
<b>APPLICANT</b>				
<b>MAIDEN/ALIAS</b>				

Please provide your current address and any other addresses at which you have resided for the last 28 years, including street, city and state. For Adoption, Foster Care, Family and Group Family Day Care, also include the same address history for household members 18 of age and older.

CURRENT STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO

I affirm that all the information provided on this form is true to the best of my knowledge. I understand that if I knowingly give false statements, such action could be grounds for denial or dismissal from employment or denial or revocation of a license, certificate, permit, registration or approval.

APPLICANT'S SIGNATURE	DATE	APPLICANT'S SIGNATURE	DATE
-----------------------	------	-----------------------	------

**EIGHTEEN YEARS OLD OR OVER:**

I understand that as a person eighteen years of age or over in a home of an applicant to become an Adoptive or a Foster Parent or a Family or Group Family Day Care provider, the information I have provided will be used to inquire of the Statewide Central Register to determine if I am the subject of an indicated report of child abuse or maltreatment.

SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------

## AGENCY LIAISON INSTRUCTIONS

Please verify that each form is completed. Incomplete forms will be returned to the sender. For ADOPTION, FOSTER CARE, and FAMILY and GROUP FAMILY DAY CARE, if both spouses are applicants, both are to sign. Persons eighteen years old and over residing in the home of applicants for ADOPTION, FOSTER CARE and FAMILY AND GROUP FAMILY DAY CARE also must sign the form.

**AGENCY CODE** - Record your 3-digit agency code. NOTE: Day Care, Family and Group Family Day Care and Camps must provide the agency code of the agency or office which issues your license or certificate. Verify your Alpha or Alpha/Numeric 3 digit code with your licensing agency.

**DAYCARE PROVIDERS** - Must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID (RID) number. (Contact your licensing agency/Regional Office if you have any questions).

**RESOURCE I.D. (RID)** - Record your RESOURCE I.D. (RID) in this field. OCFS, OMH, OMRDD, DOH, OASAS and SED licensed agencies and programs, and Local Departments of Social Services, have RID'S as of 9/01. Verify your RID number with your licensing agency. If you need assistance, email: [ocfs.sm.conn\\_app@ocfs.ny.gov](mailto:ocfs.sm.conn_app@ocfs.ny.gov)

**CLEARANCE CATEGORIES** - Record the appropriate category.

<p><b>A</b> – Adult Services/Family Type Home for Adults</p> <p><b>D</b> - Prospective employee (<i>Local DSS district - bill against reimbursement</i>)**</p> <p><b>E</b> - Current employee.</p> <p><b>F</b> - Prospective/new employee other than day care employees. (fee required - see below)*</p> <p><b>M</b> - Director of a summer camp, overnight camp, day camp or traveling day camp.</p> <p><b>N</b> - Applying for a license to operate a day care center. (To be submitted by authorized licensing agency only.) (fee required - see below)*</p> <p><b>P</b> - Applying to be family day care provider. (fee required - see below)*</p> <p><b>Q</b> - Applying to be group family day care provider. (fee required - see below)*</p>	<p><b>R</b> - Applying to be kinship foster parents.</p> <p><b>S</b> - Provider of goods/services</p> <p><b>U</b> – Universal Pre-K Teacher (<i>fee required – see below</i>)*</p> <p><b>W</b> - Applying to be foster parents or family care home providers.</p> <p><b>X</b> - Applying to be adoptive parents pursuant to an application pending before the inquiring agency.</p> <p><b>Y</b> - Prospective <u>Day Care</u> employee (<i>fee required - see below</i>)*</p> <p><b>Z</b> - Prospective volunteer/consultant.</p>
---	---

**AGENCY LIAISON** - Record the name of the person to whom the response should be sent (*cannot be the same as applicant or related to the applicant*).

---

**APPLICANT/HOUSEHOLD MEMBER AREA INSTRUCTIONS** - This information is to be provided by the applicant/employee/provider. See front of form.

**APPLICANT(S)** (at least one person must be so designated)-USE FIRST LINE

**MAIDEN NAME/ALTERNATIVE/AKA:** must be completed for every applicant. Record **ALL** previous names used. Start with second line. Use as many lines as needed (*One last name per line*)

**OTHER HOUSEHOLD MEMBERS:** describe relationship to applicant, e.g., son, daughter, father, mother, friend, etc. on remaining lines (*ATTACH ADDITIONAL PAGE IF NECESSARY*)

**IF NO OTHER HOUSEHOLD MEMBERS, record NONE on line below MAIDEN/ALIAS.**

\*Social Service Law 424a requires the collection of a \$25.00 fee for certain categories. A certified check, postal or bank money order, teller's check, cashier's check or agency check made payable to "New York State Office of Children and Family Services" in the amount of twenty-five dollars, is to accompany the form. The check also is to include the applicant's name and the agency code.

**N.B.: a separate check must accompany each form.**

\*\*Social Service Law 424a, allows local DSS to bill against their reimbursement the charge collected for screening prospective employees.

**If you have questions, please call the SCR at 518-474-5297.**

**MAIL YOUR COMPLETED LDSS-3370 FORM TO:**

**STATEWIDE CENTRAL REGISTER  
P.O. BOX 4480, Attention: Service Center Unit  
ALBANY, N.Y. 12204-0480**

---

**TO ORDER A SUPPLY OF LDSS-3370 FORMS:**

Please access the (**OCFS-4627**) Request for Forms and Publications, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/> Internet: <http://ocfs.ny.gov/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:

**THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144.** If you have difficulty accessing a form on either site, you can call the automated forms hotline to order forms at 518-473-0971.





**NYS Justice Center for the Protection of People with Special Needs (Justice Center)**  
**Criminal Background Check Unit**  
**161 Delaware Avenue**  
**Delmar, NY 12054**  
**Fax: 518-549-0464**

**Request for Staff Exclusion List Check Form**



The Justice Center maintains a Vulnerable Persons Central Register (VPCR) that includes a Staff Exclusion List (SEL) containing the names of individuals who have committed serious acts of abuse and are deemed ineligible to work in a position involving regular and substantial contact with a service recipient. Providers must request the Justice Center to conduct a check of the SEL before determining whether to hire or otherwise allow “any person” to have regular and substantial contact with a service recipient. “Any person” can include an employee, administrator, consultant, intern, volunteer, or contractor.

**Instructions:**

1. The provider’s Authorized Person must complete this form and fax it to the Justice Center’s Criminal Background Check (CBC) unit for an applicant under serious consideration to be hired or otherwise permitted to have regular and substantial contact with a service recipient.
2. The Justice Center’s CBC unit will send the Authorized Person an email indicating the results of the SEL check.
3. If the Applicant is on the SEL, he or she may not be hired in a position involving regular and substantial contact with a service recipient in a facility or provider agency defined in Social Services Law §488(4) or by other providers of services in programs licensed or certified by the Office of Mental Health, Office for People With Developmental Disabilities, Office of Alcohol and Substance Abuse Services, Office of Children and Family Services, Department of Health and State Education Department.
4. If the Applicant is on the SEL, certain other providers have discretion whether to hire the individual as provided in Social Services Law §495(3).
5. If the Applicant is not on the SEL, a criminal background check through the Justice Center, if required, and an inquiry of the Statewide Central Register of Child Abuse and Maltreatment through the Office of Children and Family Services, if required, must be conducted.

**Part 1. Applicant Information (Please Print)**

Last Name:		First Name:	MI:
Date of Birth:	Social Security Number:	Alien Reg#:	
Applicant address:		Applicant type:	
Facility/Provider Name: Address:			
State Oversight Agency: OMH OPWDD OCFS DOH SED OASAS			Please circle appropriate agency(ies)

**Part 2. Authorized Person Information** Please print clearly

Name: (Please Print)	Email:
Signature:	Phone:
Facility/Provider name:	Address:



## Vivid Minds, LLC

37 Conger St  
Staten Island, NY 10305  
347-575-7997  
admin@vividminds.nyc

Date: \_\_\_\_\_

Name: \_\_\_\_\_

DOE File #: \_\_\_\_\_

Name and Address of Your DOE Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EI Agency Employing You: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

**This Form must be filled out by any Department of Education Employee who is also employed by Early Intervention Agency, and provided to the Department of Health and Mental Hygiene at the time the individual is hired/subcontracted by the Early Intervention Agency.**

**To: All Providers**  
**From: Kateryna Stern**  
**Date: 11/28/2022**  
**Re: Reminders of Mandated Policies & Procedures**

---

Based on the results of our most recent NYS KEPRO Monitoring Review; it has been brought to our attention that some of our providers are unable to describe with clarity the following: 1) procedure for cleaning equipment/materials/toys used in early intervention services 2) composition of the solution to sanitize surfaces that have been contaminated by blood or bodily fluids 3) procedure for recommending an alternate service location. In addition a new policy has been developed on Behavior Management Plans for self injurious behavior or other harmful behavior.

Please carefully read the sections below. Please contact me with any questions or need for further clarification.

### **Universal Precautions**

Universal precautions are used to prevent the spread of infections from HIV, Hepatitis B and C as well as other blood-borne pathogens. Public health law in New York State prohibits disclosure of HIV information without written consent from the infected individual or the parent/guardian of that individual. As a result, employees should regard all contact with blood and body fluids as potentially infectious. The practice of universal precautions entails the use of a barrier like gloves to prevent contact with blood and other body fluids that may be contaminated by blood. Other routine infection control measures, such as hand washing and disinfecting, should also be followed to prevent the spread of germs from communicable diseases.

When handling body fluids, wear disposable gloves on both hands, wipe up spill with an absorbent pad, place soiled pad in a zip lock plastic bag, remove gloves, place used gloves in the zip lock leak proof plastic bag, throw plastic bag in a garbage receptacle and wash hands according to hand washing protocol.

When body fluids get in contact with equipment/materials/toys, wear disposable gloves on both hands, spray toy with the bleach solution made fresh daily (1 tablespoon bleach to 1 quart water), wipe it with a clean paper towel, place soiled pad in a zip lock leak proof plastic bag, remove gloves, place used gloves in the zip lock leak proof plastic bag, throw plastic bag in a garbage receptacle and wash hands.

When cleaning and disinfecting soiled surfaces, wear disposable gloves on both hands, spray toy with the bleach solution made fresh daily (1 teaspoon bleach to 1 gallon water), wipe it with a clean paper towel, place soiled paper towel in a zip lock leak proof plastic bag, remove gloves, place used gloves in the zip lock leak proof plastic bag, throw plastic bag in a garbage receptacle and wash hands.

When cleaning equipment/materials/toys used to provide early intervention services, clean them with an appropriate cleaning solution of bleach and water (1 teaspoon bleach to 1 gallon water) that is prepared daily.

All commercial cleaning, sanitizing, and disinfecting products for handling bodily fluids and soiled surfaces must be used according to the manufacturer's directions on the label for safe and effective

usage. It must state in writing to be effective against HIV, Hepatitis B and C, and safe for use with young children.

Due to Covid-19 and the potential to transmit the virus or other bacterial infections, the practice of bringing toys or other materials into multiple homes and community based settings is prohibited and should not be done.

All Health/Safety policies and procedures will be updated as the successor documents become available from the NYS DOH.

The Department of Environmental Conservation's list of products registered in NYS and identified by the EPA as effective against Covid-19 when used according to the label directions at the following link <https://www.epa.gov/coronavirus/list-n-advanced-search-page-disinfectants-coronavirus-covid-19>

### **Unsafe Conditions**

All providers must ensure that the home environment is maintained in a manner that protects the health and safety of a child during the provision of services. They must exercise caution and sound judgment when unsafe conditions are found in the home.

If a provider encounters an unsafe condition in the family's home environment that could pose harm to the child during service delivery, the provider will speak to the parent/guardian and help educate them regarding the unsafe condition. The provider must also notify both the EIOD and the Ongoing Service Coordinator (OSC), as well as complete an Incident Report Form and submit it to the Program Director.

If appropriate, the provider will recommend an alternate service location to the parent/guardian and notify the EIOD and OSC. Examples of such unsafe conditions includes, peeling or chipping paint, leaking ceilings, hanging electrical wires, excess clutter, lack of window guards, roach/rat infestation, aggressive unrestrained dogs, etc.

### **Behavior Management Plans**

If the child is exhibiting self-injurious behavior (SIB) or other harmful behavior (e.g. hitting, biting, scratching, cutting, head banging) the parent/guardian or caregiver can be called upon to intervene (e.g. hold the child) to prevent the child from hurting himself/herself or others. The provider should remain with the child until assistance arrives. Behavior management techniques should only be used for as long as the duration of the incident to prevent a child who is undergoing episodic behavioral or emotional disturbance from seriously injuring him/herself or others. The least intrusive measures should always be used first.

In addition, a request should be made for an assessment as part of the development of a functional behavior plan. A behavior management plan must be developed and agreed upon by qualified personnel to address persistent, ongoing behavior which is injurious to the child or others. Additionally, the parent/guardian must consent to all techniques that may potentially be used to prevent or minimize injury to their child by signing the behavior treatment plan. The ongoing service coordinator must be notified when outside expertise is needed to develop a functional behavior plan.

It is important that clear and concise procedures as part of a functional behavior plan are implemented in addressing self-injurious behavior or other harmful behavior. Providers working with a child who engages in self injurious behavior or other harmful behavior, should understand when and how to





address such behaviors. Furthermore, the underlying function of this behavior should always be considered when developing a specific plan of action towards intervening with the behavior. Finally, appropriate documentation and reporting to the parent/guardian must occur in response to each episode of self injurious behavior or other harmful behavior.

All such incidents are to be documented by the provider and submitted to the Program Director within 24 hours of the incident. The Program Director is to immediately follow up with all involved parties including ongoing service coordinator and EIOD.

## **Behavior Management Policy**

If the child is exhibiting self-injurious behavior (SIB) or other harmful behavior (e.g. hitting, biting, scratching, cutting, head banging) the parent/guardian or caregiver can be called upon to intervene (e.g. hold the child) to prevent the child from hurting himself/herself or others. The provider should remain with the child until assistance arrives. Behavior management techniques should only be used for as long as the duration of the incident to prevent a child who is undergoing episodic behavioral or emotional disturbance from seriously injuring him/herself or others. The least intrusive measures should always be used first.

In addition, a request should be made for an assessment as part of the development of a functional behavior plan. A behavior management plan must be developed and agreed upon by qualified personnel to address persistent, ongoing behavior which is injurious to the child or others. Additionally, the parent/guardian must consent to all techniques that may potentially be used to prevent or minimize injury to their child by signing the behavior treatment plan. The ongoing service coordinator must be notified when outside expertise is needed to develop a functional behavior plan.

It is important that clear and concise procedures as part of a functional behavior plan are implemented in addressing self-injurious behavior or other harmful behavior. Providers working with a child who engages in self injurious behavior or other harmful behavior, should understand when and how to address such behaviors. Furthermore, the underlying function of this behavior should always be considered when developing a specific plan of action towards intervening with the behavior. Finally, appropriate documentation and reporting to the parent/guardian must occur in response to each episode of self injurious behavior or other harmful behavior.

All such incidents are to be documented by the provider and submitted to the Program Director within 24 hours of the incident. The Program Director is to immediately follow up with all involved parties including the ongoing service coordinator and EIOD.



# Vivid Minds, LLC

## Early Intervention Agency

37 Conger St  
Staten Island, NY 10305  
347-575-7997  
Fax: 718-307-1168  
[admin@vividminds.nyc](mailto:admin@vividminds.nyc)

# Service Delivery Policy

---

### **Service Delivery Policy – Home/Community Based**

The agency's goal is to identify and assess, as early as possible, those infants and toddlers, birth to three, with questionable development as well as to provide each eligible family with experienced qualified professionals to provide the highest quality service that incorporates family priorities with functional outcomes in the child's natural environment to the extent appropriate.

Attention is given to providing professional and comprehensive services to assist children with special needs in achieving their maximum personal development, both as individuals and members of their immediate community.

While working in partnership with service providers, families, caregivers and community members, emphasis is placed on developing strategies to enhance the quality of services children and families with special needs receive.

To achieve these goals is to ensure compliance with all federal, state and city Early Intervention regulations. It is based on the Final Regulations of the Public Health Law Subpart 69 -4, Part 69 of Subchapter H of Chapter II of Title 10 Official Compilation of Codes, Rules and Regulations of the State of New York; NYS Early Intervention Program Memoranda, Guidance and Clinical Practice Guidelines; and NYC BEI Policies and Procedures Manual.

Service providers will be trained in family centered practice during their orientation meeting and completion of the NYC BEI online self-study *Implementing Family Centered Practices Training Modules 1-5* at <https://nyceitraining.mksccloud.com/idserv/login>.

For further guidance, all service providers will review and familiarize themselves with the additional resources on routine activities, authentic assessments, collaborative coaching approaches and selected references made available on the NYC EI website as well as the section on *Information for Families* including written materials and videos. Questions can also be emailed to NYC BEI at [embeddedcoaching@health.nyc.gov](mailto:embeddedcoaching@health.nyc.gov).

Family members will be encouraged to participate in all services and utilize carryover activities during the family's daily routine. If the parent/guardian is not present for the sessions they will be reminded that the service provider is required to reach out and communicate with them by phone, face time, email (with written consent) or through a

communication notebook. The parent/guardian will also be provided with contact information for the Program Director, Supervisors and other key staff agency personnel as part of the Welcome Packet sent to each new family.

Service providers will devote the full time authorized on the IFSP for the service with both the child and parent/guardian or caregiver. This time will be allotted to coaching them, training in carryover activities, and discussing the child's progress on the IFSP goals.

The Program Director will monitor this through the review of their documentation (session notes/quarterly progress notes) as well as comments on parent/guardian surveys which will be sent out semi-annually as part of the Quality Assurance Plan.

To assure that there will be a collaborative team approach, service providers will be given the contact information for all other team members involved on the case to facilitate communication among them as well as with the family and encourage discussion through the sharing of concerns and successful techniques/strategies (e.g. an ABA teacher may be able to suggest behavioral techniques to an OT to improve child's participation in activities and a PT may be able to suggest more appropriate positions to an ST working on feeding difficulties). Supervisors for all disciplines will be available to provide consultations on discipline specific clinical questions or best practice issues.

All services will be provided as mandated on the IFSP on a twelve-month basis during the hours of 6:00am – 9:00pm including holidays and weekends to accommodate the needs and availability of the child/family. With the consensus of the service provider and family, services can be provided outside of these hours or when the *Vivid Minds* office is closed, if a written note from the parent is obtained to confirm their desire to schedule outside of the stated parameters. Applicants will be made aware of this during the hiring process and parents will be made aware of this in their welcome packet.

Upon finding a service provider with the appropriate qualifications, time availability (not more than 50 hours in-person per week/60 hours remote Tele-health per week) and up-to-date compliance (license/certification, medical, liability insurance, continuing education, OMIG exclusion, etc.), all necessary contact information will be given to the ongoing service coordinator to staff a case. When the authorization appears in NYEIS the service provider will be informed to contact the family to schedule the first visit. In the event prescriptions (OT/PT), recommendations (ST) or medical clearance (Feeding) is needed the service provider will be informed to not start until the receipt of those documents. Copies of the authorization, evaluation reports and the IFSP documents are made available to the service provider for review before their first scheduled session.

Service providers will be trained during their orientation, receive a copy of these policies/procedures and reminded before each case assignment of the following:

## Sessions/Session Notes

- Services will be provided in accordance with the IFSP authorization with respect to frequency and duration of the sessions.
- Services will start not later than 14 days after the authorization date unless it is due to a family driven reason or an event outside the service provider's control.
- Service providers will notify the Program Director of the date of the 1<sup>st</sup> session. If the start date is beyond the 14<sup>th</sup> day, the service provider will complete the appropriate section of the *Late Start in Service/GAPS in Service/Planned Absence Form* and submit it immediately to the Program Director.
- Session notes will be written on the *NYC BEI Session Notes* (only form accepted); at the conclusion of each session; completed in its entirety with no sections left blank; and signed by both the service provider and the parent/guardian/caregiver contemporaneously at the end of the session to demonstrate the service provider's right to receive payment under the Medicaid program. Parents/guardians/caregivers will not be asked to sign blank or numerous session notes at once (*NYC EI Program Session Note – NYC EIP Instructions for Completion – Session Notes*).
- The demographic information at the top of the session note may be filled in prior to the session including, child's name, DOB, gender, ICD-10 Code(s), interventionist's name, discipline and NPI number. Session notes will be completely filled out before requesting the parent/guardian/caregiver signature.
- Mistakes will be corrected only by the service provider who created the note by making a strikethrough over the mistake, initialing and dating it. Correction fluid, correction tape, white out or other form of erasure are prohibited under all conditions.
- Session notes will be submitted by service providers every two weeks. For employees, the original notes (with original signatures) will be submitted. For independent contractors, copies of the notes will be submitted and periodically they will be asked to show proof of original signature on their session notes.
- Upon request the service provider will be required to provide a copy of the session note to the parent/guardian.
- Service providers who consistently submit their session notes past the submission date will have their cases re-assigned and their name removed from the agency roster at the direction of the Program Director.
- Session notes will be reviewed by the Billing Department upon submission, using a *QA Checklist Session Note Review* for completeness, accuracy, that the provider is implementing IFSP goals while working with the child and engaging the parent/guardian in collaborative coaching techniques during routine activities.
- If no corrections are necessary, the session notes will immediately be verified and billed by the Billing Department. If corrections are required, the parent will

be contacted followed by the service provider to make the revisions and re-submit the corrected session notes within 48 hours.

- Claims for service will not be created until session notes are received, reviewed for completion/accuracy, determined not to be a photocopied signature, and approved/verified.
- Denials of any submitted claims for payment will be reviewed monthly by the Billing Department and any suspicious or consistent patterns of denials will be brought to the attention of the Program Director.
- On a monthly basis five (5) session notes for different service providers will be randomly selected by the Billing Department and the parents/guardians called to verify the services were provided as authorized on the current IFSP and as reported on the session note. If the parent/guardian is unable to confirm and answer in the affirmative the questions on the *QA Checklist Session Note Verification*, the parent/guardian will be contacted by phone during the next “scheduled session” to verify the presence of the service provider.
- Any red flags raised by an inability to confirm a selected session note or by a parent/guardian denial of the information on the session note will generate an investigation by the Program Director and be followed up by contacting all the remaining parents/guardians on the service provider’s case load.
- Any service provider whose session notes and follow up calls to the parents/guardians indicate suspected illegal or unethical practices will be removed from their case assignments and NYSDOH ([bei@health.ny.gov](mailto:bei@health.ny.gov), 518-473-7016) as well as NYC Provider Oversight ([provoversight@health.nyc.gov](mailto:provoversight@health.nyc.gov), 347-396-6839) will be notified).

### **Quarterly Progress Notes**

- Quarterly progress notes will be written on the *NYC BEI Progress Notes* for each service type authorized on the IFSP, including family training and monthly team meetings. Each progress note will be completed in detail, in its entirety and with no sections left blank.
- Service providers will review the progress notes with the parent/guardian, answer their questions and obtain their signature. If unable to obtain their signature in a timely manner the service provider will submit the progress notes with a detailed memo explaining the reason and describing their attempts to secure the signature.
- All services will be provided according to outcomes and objectives generated on the IFSP based on parent/guardian needs, concerns, priorities and resources. As preparation for completing the six month/12 month progress note, the service provider will discuss with the parent/guardian the current status of their needs, concerns, priorities and resources to develop new six (6) part functional outcomes and objectives to be generated for the next IFSP.

- Progress notes will be submitted in a timely manner - with enough time to be forwarded to EI (via NYEIS) by the ongoing service coordinator two (2) weeks before the 6-month and annual IFSP meetings.
- A copy of all quarterly progress notes will be provided to the parent/guardian by the service provider.
- If a service provider drops an assignment for any reason, any progress note due within 30 days of the last date of service provided to the child or family is the responsibility of that service provider.
- All progress notes will be reviewed by the Program Director upon submission, for completeness, accuracy, that the provider is implementing IFSP goals while working with the child and engaging the parent/guardian in collaborative coaching techniques during routine activities.
- During the review of quarterly progress notes, special attention will be given to question #4 – “Describe all collaborative efforts made to address the IFSP outcomes (Examples: interaction with other service provider/therapist, day care staff, community resources....). Any progress notes demonstrating a lack of collaboration will result in a discussion with the service provider emphasizing the need for collaboration between all team members and guidance on how to provide it.
- Through the use of ProviderSoft software management system the due dates for quarterly progress notes will be tracked and reminder emails will be sent to service providers one (1) month in advance as a reminder.

### **Make-Up Policy**

- The *NYC BEI Make-Up Policy* is part of the Welcome Packet sent to each family newly assigned to the agency.
- The service provider will make every effort to follow a prearranged schedule; however, at times a session will be missed. Make-up sessions are encouraged but are not mandatory and must be scheduled within two weeks of the missed session.
- The number of make-up sessions authorized for each service on the IFSP is usually six, but the service provider must check the actual number and keep track of the number of make-up sessions used to date, so as not to exceed the authorized number for that IFSP period.
- Make-up sessions are scheduled only when clinically appropriate, not therapeutically or medically contraindicated and not in excess of the prescription.
- Make-up sessions are not permitted for sessions missed due to family vacation.
- Make-up sessions cannot violate any of the billing regulations, including: it is not the 4<sup>th</sup> visit of the day; it is not on the same day as the regular session for that discipline; it is not conducted prior to a scheduled absence; it is not scheduled for missed sessions between the authorized start date and actual start date; it is not scheduled for missed sessions due to scheduled agency closing (for employees).



- Make-up sessions and missed sessions must be clearly documented on the service provider's session notes.

### **Child Illness**

- The parent/caregiver should cancel a session if the child is ill with fever, vomiting, diarrhea, pink eye, lice, strep throat, influenza or other contagious illnesses. The parent/caregiver is asked to call the service provider directly with as much notice as possible. Service providers should give the parent/caregiver a cell number in order to facilitate communication at any time.
- If the service provider arrives and the child is sick, the parent/caregiver should meet him/her at the door, explain the situation, and reschedule if possible. Service providers should not treat children with any condition that will compromise their health or the health of other children they service.
- If the child appears ill during a session, the service provider should inform the parent/caregiver immediately and leave the home. Any toys or materials the child handled should be disinfected before further use.
- Re-scheduling of missed sessions as soon as possible or conducting make-up sessions (if carried over to the following week) for sessions cancelled due to child illness is strongly encouraged, but not always possible. Service providers are asked to remain in contact with the parent/guardian to monitor the child's health status and ability to resume sessions. Child should be fever free for 24 hours prior to resuming sessions.

### **Service Provider Illness**

- Service providers should not provide any services to a child if they are sick, especially if it is an illness that may be contagious. The parent/caregiver should be contacted and the session cancelled with as much notice as possible.
- Re-scheduling of missed sessions as soon as possible or conducting make-up sessions (if carried over to the following week) for sessions cancelled due to service provider illness is strongly encouraged, but not always possible. Service providers are asked to remain in contact with the parent/guardian to provide an update on their health status and ability to resume sessions. Service providers should be fever free for 24 hours prior to resuming sessions.

### **Service Provider Emergency**

- Service providers are required to make every effort to stick to a schedule and arrive for the visit in a timely manner. In the event the service provider is delayed due to personal circumstances or a situation beyond his/her control and will arrive late to a scheduled session; the service provider is required to notify the parent/guardian within 15 minutes of the scheduled start time and inform them of the situation.

- In the event the service provider will have an unanticipated missed session due to personal circumstances or a situation beyond his/her control; the service provider is required to make every reasonable effort to notify the parent/guardian one (1) hour before the scheduled start time of the missed session. If circumstances prevent that, the notification should be done as soon as possible.

### **Agency Calendar**

- The annual agency calendar is part of the Welcome Packet first sent to families newly assigned to the agency and then updated annually as the next year approaches.

### **Vacation Policy**

- The Vacation Policy is part of the Welcome Packet sent to each family newly assigned to the agency.
- Make-up sessions are not permitted for sessions missed due to family vacation.
- For family vacations the parent/guardian is requested to provide a leave date and an anticipated return date.
- If the vacation will be for an extended period of time, the parent/guardian will be informed that the same service provider and/or same service provider agency may not be available upon the child's return.
- If the parent/guardian does not provide an anticipated return date or the family does not return within the expected time period; the case may be closed if the ongoing service coordinator fails to reach them after three documented contact attempts (e.g. phone, regular mail, and then certified mail) have failed.

### **Amendments**

- At times during the course of the IFSP there is a need to adjust the frequency or duration of the authorized service currently on the IFSP, to accommodate the child's progress or lack of progress. It is the responsibility of the assigned service provider to provide enough documentation to justify the change.
- The *Justification for Change in Frequency, Intensity or Method of Services Form* will be completed by the service provider in its entirety. It will be written with enough detail to validate the need for the change. The completed form will be reviewed by the Program Director prior to submission to the ongoing service coordination via NYEIS. The submission of this form to the ongoing service coordinator will be documented on the Contact Log in the child's record. A copy will be filed in the child's record.
- No change in frequency or duration will be undertaken by the service provider until notified by the Program Director of approval by the EIOD via a revised service authorization in NYEIS. If not received in a timely manner, follow up with the ongoing service coordinator will be conducted and documented on the Contact Log in the child's record.

## **GAPS in Service**

- GAPS in service refer to times when the services authorized in the IFSP are not provided as mandated. This includes when there are three (3) or more consecutive service sessions. This must be reported to the ongoing service coordinator within 24 hours of the child's 3<sup>rd</sup> consecutive absence. The agency form *Late Start in Service/GAPS in Services/Planned Absences Notification Form* will be used to document this situation as well as to notify the ongoing service coordinator.
- Late starts and GAPS in service will be reported to the ongoing service coordinator to determine the need for a different service provider/service provider agency (if GAP is due to service provider) or to determine if case remains open (if GAP is due to child/family reason).
- Planned absences by a service provider due to vacation, professional conference, religious holidays, medical leave, etc., will be reported to the parent/guardian as well as the ongoing service coordination at least five (5) business days prior to the planned event. The service provider will inquire if the parent/guardian is interested in coverage from another service provider and the efforts made to secure coverage will be documented by the agency.
- The agency form *Late Start in Service/GAPS in Services/Planned Absences Notification Form* will be used to document these situations, whether the reason was family driven or outside the service provider's control. The form will be completed in its entirety, signed by the service provider and submitted to the agency for review by the Program Director prior to submission to the ongoing service coordinator via NYEIS. A copy will be filed in the child's record.
- All service providers will make every effort to remain on a case once an assignment is accepted. In the event a service provider can no longer continue providing services to the assigned child, a written request must be submitted at least 30 days in advance of the requested termination date. A service provider request to terminate an assignment, earlier than the 30 days will be allowed to do so only for reasons of medical or personal emergency. All other reasons are not acceptable and the service provider will be found out of compliance which may result in no further case assignments.
- If the reason is due to a conflict with the parent/guardian, the Program Director must intervene and speak with both the parent/guardian and the service provider to see if a resolution can be found. In the event the parent/guardian refuses to allow the service provider to continue for the duration of the 30 days or until a new service provider can be located, the service provider will not be held accountable.

## **Prescriptions/Recommendations/Medical Clearance**

- A prescription for occupational and physical therapy services must be obtained from a NYS licensed Physician, Physician Assistant or Nurse Practitioner prior to start of these services but not dated before the Initial IFSP or the Annual IFSP.

The prescription must include all the Medicaid required elements - the child's name; DOB; service being provided; ICD-10 Code or reason for service; the mandate as appears on the current IFSP or "on an as needed basis"; the date written; the name/address/telephone number/license number/NPI number and signature of the health care professional. The prescription is good for one year.

- A written recommendation for speech therapy services resulting from the child's evaluation must be obtained from a NYS licensed Speech Language Pathologist, Physician, Physician Assistant or Nurse Practitioner prior to the start of this service but not dated before the Initial IFSP or the Annual IFSP. The recommendation is good for one year and must be renewed before the expiration date to avoid the temporary suspension of speech services
- A written medical clearance for feeding therapy must be obtained from a NYS licensed Physician, Physician Assistant or Nurse Practitioner prior to the start of this service. The medical clearance should indicate the service is not contraindicated and there are no limitations or restrictions for the child with regards to feeding therapy
- The Service Provision Department will contact the child's primary care provider to obtain the prescription, recommendation, medical clearance as soon as the service authorization has been approved and will follow up by faxing the *Request for Prescription for Services*. If difficulty is encountered the ongoing service coordinator will be contacted to provide assistance. All attempts to obtain orders, prescriptions, recommendations, or medical clearance, including letters or phone calls with the primary health care provider's office, the parent/guardian, or the ongoing service coordinator will be documented in the child's record. Once received and reviewed for accuracy, the service provider will be given permission to begin services, a copy uploaded to NYEIS, a copy filed in the child's record, a copy provided to the service provider and the ongoing service coordinator informed.

#### **Additional General Principles of Service Delivery:**

- Service providers providing services in a daycare center will on the first day of service present the completed *NYC Notification of Assignment of Professional Consultant Form*. This provides the daycare center assurance that the service provider has been properly credentialed (refer to NYC Health Code Article 47: *Guidance of Professional Consultants in Child Care* for more details).
- All services will be provided at a time and day of the week comfortable for the family and within the agency guidelines for work hour parameters.
- Service providers may believe an additional evaluation is necessary to assess a new concern that has become evident or has been brought to the service provider's attention by the parent. With the parent's consent a letter of justification for an additional evaluation will be written detailing the concern and the impact it is having on the child's daily routine as well as during sessions.

This will be submitted to the ongoing service coordinator to begin the process to obtain authorization from the EIOD for the additional evaluation.

- Assistive Technology (AT) devices or services are available through the Early Intervention program when needed to increase, maintain or improve the functional capabilities of an eligible child as well as facilitate the attainment of functional outcomes included on the child's current IFSP. Service providers must complete the *NYC Assistive Technology Medical Necessity Justification Form* and obtain a prescription from the child's primary care practitioner.
- Service providers will not provide services to any child after the day before the 3<sup>rd</sup> birthday unless they have been advised that the child has completed the CPSE transition process and EI services have been extended to August 31<sup>st</sup> for children with a date of birth between January 1<sup>st</sup> – August 31<sup>st</sup> or December 31<sup>st</sup> for children with a date of birth between September 1<sup>st</sup> – December 31<sup>st</sup>.

### **Monitoring of Requirements**

Monthly the Program Director will monitor all documents with expiration dates to ensure they are current and to ensure continuity of care by a qualified licensed professional. Reminder emails will be sent to the service providers (two months before and then again one month before) regarding compliance dates on annual physicals, liability insurance, licensure or certification and continuing education certificates. This tracking for ongoing monitoring will be accomplished through the use of ProviderSoft software management system.

In addition, each service provider's name will be checked on the OMIG Exclusion List on a monthly basis. Proof of this monthly check will be maintained by the Program Director.

### **Non-Compliance**

When one of the current service providers does not continue to meet the criteria of eligibility to provide Early Intervention services (e.g. does not submit updated credentials, is found on an exclusion list, does not follow EI policies/procedures), immediate action will be required to remove that individual from his/her case assignments. The service provider will be contacted by phone and told to immediately discontinue services on all service assignments. This phone call is followed up with a written notice to the service provider. The parent/guardian of each those case assignments and the ongoing service coordinator will also be contacted by the Program Director and informed that the service provider is no longer going to be available to provide services.

All concerns, complaints or questions regarding either the delivery of services or with the actions of an individual representative of the agency staff, raised by a parent, a service provider, service provider agency, outside service coordinator, NYC BEI or NYS DOH personnel will be swiftly investigated. Any investigation or corrective action required will be documented and the responsibility of the Program Director.

Quality improvement activities for service delivery, including but not limited to additional training, increase in frequency of supervision, assignment of fewer cases, or removal from assignment of cases, will be based on information gathered and analyzed from a variety of Quality assurance monitoring activities including, the review of documentation (session notes, progress notes), random phone calls to parents/guardians, semi-annual parent/guardian surveys and monthly child record audits. In addition, any changes to the regulations will automatically result in updates by the Program Director to agency policies/procedures as well as updates to agency *Quality Assurance Checklists*.

### **Wrongdoing/Fraud**

In the event of the discovery or report of any wrongdoing, theft, fraud or inappropriate conduct on the part of the rendering service provider, an immediate investigation with all involved parties will be initiated by the Program Director. If the investigation substantiates the findings, notification will be made in writing to the NYS DOH BEI (518-473-7016 / [bei@health.ny.gov](mailto:bei@health.ny.gov)); NYC BEI Provider Oversight (347-396-6839 / [provoversight@health.nyc.gov](mailto:provoversight@health.nyc.gov)); and if appropriate the Office of Medicaid Inspector General (OMIG) (877-873-7283); NYS Office of Professions (800-442-8106); and local law enforcement agency.

Reporting of any of the above referenced investigation will be the responsibility of the agency Program Director.

The discovery of any wrongdoing, fraud, theft or inappropriate conduct that may violate federal/state/city regulations, on the part of rendering service providers (employed or contracted) will not be tolerated to any degree or with any exception and will result in immediate removal from all case assignments.



## Vivid Minds, LLC

### Early Intervention Agency

37 Conger St  
Staten Island, NY 10305  
347-575-7997  
Fax: 718-307-1168  
[admin@vividminds.nyc](mailto:admin@vividminds.nyc)

### Certificate of Attendance & Receipt of Service Delivery Policy\*

I acknowledge that I have received a copy of the Vivid Minds' *Service Delivery Policy* and I have been trained in all the topics contained within the document. Additionally, I understand my responsibilities as a service provider with regard to the *Service Delivery Policy* procedures. All my questions have been answered to my satisfaction. In the future, if additional clarification is necessary, I will contact the Program Director.

\_\_\_\_\_  
Provider Name (Print)

\_\_\_\_\_  
Discipline

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**\*Signed Copy to be Filed in Personnel File**