

AGREEMENT BETWEEN THE NEW JERSEY DIVISION OF DEVELOPMENTAL
DISABILITIES AND THE SERVICE PROVIDER

This agreement is made by and between the New Jersey Division of Developmental Disabilities (hereafter referred to as DDD) and _____ for the care of Individual(s) who are receiving, Skill Development and/or Respite Services.

A. DDD's Responsibilities

DDD will assist the CCRP in fulfilling his/her responsibilities to the Individual(s) placed in his/her care by DDD. DDD agrees to fulfill the following:

- 1) Provide DDD staff to monitor the health, safety, welfare, and ongoing delivery of services to the Individual(s) placed in the CCRP home. Assist the CCRP to best support the individual's needs in accordance with Division Circular 52.**
- 2) Develop a Service Plan with the individual(s) placed in the CCRP home and coordinate with the CCRP any portion for which he/she will have responsibility. **
- 3) Request PTF/PNA funding as needed for Individual's purchases.
- 4) Provide thirty (30) days' notice to the CCRP when it is deemed necessary to remove the individual(s) from the home, or discontinue use of the home, except when the individual(s) best interest require immediate action.
- 5) Provide all necessary DDD contact information; including the after normal working hours DDD On-Call telephone number. Provide the CCRP with all the contact information for the Individual's Guardian (if applicable).
- 6) Assure that the CCRP has been remunerated, after services that have been rendered, in accordance with the prevailing rates (see Rate Information Summary).
- 7) Allow the CCRP respite according to the Community Care Residence Provider Respite Guidelines.**
- 8) Review requests and provide reimbursement in accordance with the Travel Reimbursement Guidelines.**
- 9) Assure compliance with P.L. 2012, C.69, also known as "Tara's Law".

B. CCRP's Responsibilities

- 1) To provide the Individual(s) with room and board, including but not limited to, 3 nutritious meals per day, including compliance with any specialized diets prescribed for the individual (s'). Also included in the room and board provision shall be snacks, shelter, laundry and other usual and necessary incidentals such as soap, wash cloths, towel, toilet tissue, linens, etc.
- 2) To provide skill training to Individual(s) in accordance with the Individual(s) Service Plan.**
- 3) To ensure that the Individual(s) receive his/her Monthly Personal Needs Allowance (PNA), in accordance with the prevailing rate. PNA is to be used for recreation or personal items, in accordance with the Individual(s) Service Plan.
- 4) To safeguard all information, concerning Individual(s) served under this Agreement, as confidential and to not disclose this information except to authorized persons; in accordance with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- 5) To afford the individual(s) the freedom and courtesies given to other household members and to maintain the Individual(s) rights as stated in the "Protecting the Rights of Individuals with Developmental Disabilities" fact sheet.
- 6) The provider shall permit access, to their home by all authorized representatives of DHS with proper identification and statutory authority, to protect the rights of the Individual(s) placed in the residence. Such person(s) may include, but not be limited to, the DDD staff, guardian, or guardianship worker, and licensing personnel.
- 7) Comply with all requirements associated with the use of "Alternates" by CCRPs. Specifically, provide the names, addresses, telephone numbers, date of birth and last four (4) numbers of the Social Security number of all alternates to DDD. Notify DDD immediately of any changes, additions or removals of alternates.
- 8) To arrange for and obtain annual medical and dental examinations for the Individual(s) as prescribed by a medical/dental professional and/or in accordance with the Individual(s) Service Plan. Arrange all medical and dental follow up as required by a physician.
- 9) To abide by the policy of DDD prohibiting physical and verbal abuse, neglect, exploitation, corporal punishment, physical discipline, or the use of unapproved aversive stimuli or mechanical or physical restraint, or isolation (Defined in Circulars 14 and 15.).
- 10) Provide ample opportunity for community involvement, including any activities outlined in the Individual (s') Service Plan.
- 11) Comply with P.L. 2012, C.69, also known as "Tara's Law" including but not limited to four (4) advanced trainings annually, fourteen (14) day mandatory respite, notification to day program of individual(s) absence of more than 5 consecutive days, financial audits, an annual physical, as well as a clearance physical if requested after medical procedures.

- 12) Leave time shall not exceed earned time. Emergencies will be reviewed upon request with proper documentation.
- 13) To immediately notify the Regional Office of DDD upon the occurrence of the following conditions:
 - a. Death of an Individual(s);
 - b. Emergency discharge of an Individual(s);
 - c. Admission of the Individual(s) to a hospital, crisis center, or treatment in an emergency room;
 - d. An Individual is unaccounted for, or missing, for more than one hour beyond their approved unsupervised time, as reflected in their Service Plan;
 - e. Injuries to an Individual(s) requiring medical attention;
 - f. Any grossly negative impact as a result of an Individual(s) visit to or with family or friends;
 - g. Events that result in the home being not fit for occupancy, examples may include but are not limited to: fire, utility outage, natural disasters, and any criminal activity and/ or police activity.
- 14) In case of death of the individual:
 - a. Call 911 immediately and immediately thereafter notify DDD Community Services;
 - b. In the event of death after normal working hours, the Provider is to call emergency personnel (911) and DDD's on-call number.
- 15) Shall notify DDD in writing, 30 days prior, of any intention to have an individual depart from the residence
- 16) The licensee shall notify the placing agency, development agency, and licensing agency no less than 60 days prior to any intent to move, including the new address, telephone number, and date of move, or of any intent to voluntarily cease to operate the home as a community care residence.
- 17) To submit all required monthly billing reports/Respite Vouchers by the 5th of the month following the close of the previous month

C. General Provisions

- 1) It is understood by both parties that a CCRP is an independent contractor and shall, in no way, be considered an employee of DDD or the State of New Jersey.
- 2) No rights or obligations under this Agreement may be subcontracted or assigned to anyone else.
- 3) It is understood that the Provider shall not charge fees or impose any costs upon the Individual(s) for services covered under this Agreement, including but not limited to utilities, cable, or any service or item commonly used by all household members.
- 4) Individual(s) documents that are kept by the provider are the sole property of the DDD and are maintained in the CCR. At the time of discharge, all documents will be obtained by Division Staff.

D. Rates of Payment

All rates shall be paid in accordance with the rates specified in the Rate Information Summary unless adjusted by New Jersey Statute or Administrative Code.

**Does not apply to Respite Only providers.

This Agreement shall be signed by both parties.



Authorized DDD Representative

Provider

1/01/2019

Date

Date

Agreement Begins: 1/1/19
Agreement Ends: 12/31/19