



Parent/Guardian Responsibilities Agreement for Advocacy Services

Throughout this document you will be asked to initial in order to confirm that you have read and understood the terms. Please initial each section and submit this document with your child's educational packet, signed contract and contract fee to complete your client registration.

CLIENT STATUS

A contract is for one school year. All school years begin in July and end in June. You are considered a client only after submission of a completed/signed contract with this Parent/Client Responsibilities Agreement (signed and initialized in all required sections) and payment in-full. Each contract is for the schoolyear you submit it in. Each contract must be accompanied by an "Educational Packet" (see page 2).

Initial Here: _____

Clients are responsible to pay all invoices in-full upon receipt. Clients with a history of bounced, denied, or rejected payments must pay all fees in cash, money order or Bank Teller check. Clients who do not consistently comply with all the rules set forth in this document and Fee schedule are in violation of this contract and will be discharged at the discretion of the FHF Board of Directors and/or the advocate.

Initial Here: _____

A contract is **severed immediately** if you **choose** to attend a school-based meetings (not to include Parent/Teacher Conferences) for your child's special education needs, without the knowledge and approval of the FHF Advocate. This restriction does not apply if the FHF Advocate is informed of said meeting and advises you to attend on your own. Once a client severs the contract and they wish to utilize the FHF advocacy services at a subsequent meeting or in a different schoolyear, they will be considered a "New Client" and will be billed as such and be required to follow the mandatory process involved with being a new Client (please see "Contract Fees New Clients" in the Fee Schedule). Exceptions to this rule are determined by the Advocate and Executive Board on a case-by-case basis. This rule is intended to prevent complications with your child's case and to keep FHF informed and

involved with all aspects of the child's education. FHF reserves the right not to renew or accept contracts of clients who do not abide by these or any other FHF rules.

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REQUIRED DOCUMENTS: YOUR CHILD'S "EDUCATIONAL PACKET"

Clients must provide the Advocate with your child's **Educational Packet** when they are submitting their signed contract and Parent Responsibilities Agreement. This packet consists of COPIES of the following documents:

- A cover letter giving insight and opinion into your child's needs and your thoughts on what services, programs, accommodations and/or modification he/she needs;
- Copies of ALL IEPs or IESPs developed for your child in the last two school years including the most recent one;
- Copies of the most recent evaluations conducted on your child in all modalities;
- Copies of ALL report cards and IEP Goal Progress reports for the last two school years;
- If applicable, copies of all New York State testing scores and graphs, as available at school or on the mystudent.nyc website.
- Correspondences with the school or CSE regarding your child's needs, education or behavior, including but not limited to behavior charts, incident reports, suspension records;
- Medical reports relevant to your child's school-based needs, including all reports that include a diagnosis of your child.
- Copies of any relevant information pertaining to your child's educational needs.

All documents and paperwork submitted to FHF must be in hard copy form, with each document separated and attached (i.e.: no loose pages) and paginated; for security and liability reasons we cannot accept any documents via email attachments or fax. **ALL Photocopies must be single sided**, no double-sided pages will be accepted. Please do not send us original documents. Please provide us with photocopies only.

Initial Here: _____

Once you have become a client, you are **never to sign anything without first sending it to the advocate to approve or amend as needed.**

Initial Here: _____

Once you have become a client, you are **never to accept a meeting date without first checking with FHF if the advocate is available.**

Initial Here: _____

PACKET DELIVERY:

Please mail or hand-deliver the packet directly to the FHF office address (at 112 Petrus Avenue, Staten Island New York, 10312.).

When hand delivering: Place packet directly in the locked white curbside mailbox (the pull-down handle faces the street and is in the Eagles beak) **Do NOT ring the doorbell or knock on the door. Do not leave the packet in front of the door.** Do not call the office to notify staff of your packet delivery. When mailing packet: To ensure timely receipt, do NOT make delivery contingent upon a signature.

- All packets must be in a sealed envelope and clearly marked with the child's name.
- All documents in the packet need to be paginated in sequential order, with each document secured separately (i.e.: stapled).
- *ONCE DROPPED OFF - Please email the FHF office at FHF@FHFnyc.org*

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SCHEDULING MEETING AND “HOLDING” DATES

Please note that the “holding” of dates or the scheduling of any school-based, or off-site appointment are all made subject to the Advocate’s availability. Please be advised that depending on scheduling needs, “Holds” on dates will be canceled if they are not confirmed within 48 hours of the date held. Also note that depending on scheduling needs, scheduled appointments will also be canceled if the invoice for that appointment is not paid within 48 hours.

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Please be advised that due to the current restrictions caused by the COVID-19 crisis, the Advocate will need to participate in your child’s meeting and for any consultation, through virtual methods. These restrictions are not subject to debate or discussion.

Initial Here: _____

Prior to the FHF Advocate participating in your child’s meeting **a mandatory discussion must take place through a 15-minute virtual consultation.** This rule applied whether you are a Client-in-Good-Standing, a New Client or a returning client.

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Please be advised that it is your responsibility to send all of the necessary documents to FHF at least two business days prior to your consultation or child’s meeting. Also note that it is your responsibility to take detailed notes during your virtual consultation with the advocate, including any recommendations or next steps the advocate advises you to take during the consultation or IEP meetings. **Clients are highly encouraged to audio record ALL IEP meetings, and to request the advocate audio record you consultation with her.** Clients are not permitted to audio record discussion with the advocate without first notifying her in advance.

Initial Here: _____

The FHF Advocate is not responsible to remember all aspects of your child’s school-based meeting. It is for this reason that ALL CLIENTS ARE STRONGLY

ADVISED TO AUDIO RECORD ALL SCHOOL-BASED MEETINGS. This is done by informing the school and/or CSE in writing of your intent to audio record the meeting **AT LEAST 72 hours prior to the meeting.** FHF advises that you send the “Intent to record” letter via email as soon as possible, preferably the same day the meeting date is confirmed. Please be advised that you are responsible to: notify the school or CSE of your intent to record, request that the team record the meeting on the virtual platform, and request that the team send you and your advocate the recording after the conclusion of the meeting.

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IEP/IESP and EVALUATION REVIEW

Upon receiving the completed IEP/IESP for your child, it is your responsibility to send a copy of it to the FHF office and to arrange a 15-minute virtual consultation to review it with the advocate. The same holds true with all evaluations of your child conducted privately or by the DOE/CSE.

Initial Here: _____

HOURS OF OPERATION:

FHF operating hours are Monday through Friday, public school days only (to include summer school), from 7:00 AM until 3:45 PM. Appointment requests made for **Off Hours** are subject to a 50% upcharge from our basic fees. Off-Hour meetings are scheduled by the advocates availability, the urgency of the need and with client requests receiving priority over non-client request.

Initial Here: _____

**DUE TO SIGNIFICANT STAFF SHORTAGES THE OFFICE WILL NOT BE ACCEPTING PHONE CALLS UNTIL FURTHER NOTICE. ALL COMMUNICATION BETWEEN YOU AND FHF MUST BE DONE THROUGH EMAIL:
FHF@FHFNYC.ORG**

Initial Here: _____

Due to the high volume of emails clients are limited to leaving only one email message per day. Please do not email the advocate’s personal email account or call/text the advocate’s personal cell or home phone. Please only use FHF’s office email (fhf@fhfnyc.org) to contact us. **Failure to comply with these restrictions can lead to termination of your contract with FHF.**

Initial Here: _____

-The Advocate is usually in meetings or hearings from 7:00 am – 5:00 pm and has limited availability to respond to emails during the business day. Due to the very high volume of emails, there could be as much as a three business-day delay in receiving a response from FHF. It is your responsibility to follow up with FHF if your email has not been responded to and you require an immediate response.

Initial Here: _____

FEE POLICY:

Please thoroughly review the document titled “Fee Schedule” to understand the FHF billing policies prior to signing the contract. **Payment is due in advance of ALL services. All**

school-based meetings are booked/billed immediately upon confirmation by client. The invoice sent to you for the meeting secures the hold of the date and time once it is paid-in-full, All meetings (with exception to consultations) are booked/billed at a one hour minimum. If meetings last over one hour a subsequent invoice will be sent to you for the additional time (please see Fee Schedule). All invoices must be paid immediately upon receipt or the hold for the date and time of your meeting will not be secured. If payment is not received in a timely manner, and another client needs that same date and time, your appointment could potentially be canceled and given away. Your timely payment of all invoices serves as confirmation of your appointment. A charge of \$35.00 will apply for all bounced checks or canceled payments. A "Fee Cancellation" charge of \$50 will apply for any meeting cancellation made with less than one full **business day**' notice to FHF. This only applies if the cancelation is due to the clients need. If a check bounces or the fee is canceled, all future payments must be made in cash, money order, or a certified teller's check. All checks and money orders must be made payable to "Families Helping Families" or "FHF."

Initial Here:_____

Sliding fees and/or fee waivers are available on a limited basis and only upon submission of supportive evidence demonstrating financial need (tax returns, federal assistance statements, unemployment/disability statements etc.). FHF follows the Federal Income Guideline standards in determining which families qualify for free or reduced rate services. Please note that there is a limit to the amount of pro-bono and sliding fee cases that FHF can accept. Therefore, there is no guarantee that FHF can accept your case. Executive Board approval is required prior to FHF accepting any pro-bono cases. Board approval may require an in-person interview and/or home visit.

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ALL INVOICES MUST BE PAID UPON RECEIPT. CLIENTS ARE RESPONSIBLE FOR ANY "OVERAGE" CHARGES IF MEETINGS LAST LONGER THAN ORIGINALLY BILLED FOR *See Fee Schedule*

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APPOINTMENTS AND MEETINGS:

YOU MUST NEVER accept ANY appointment date offered to you by the school, district, CSE, or mediator prior to checking the advocate's availability and ability to participate in that meeting. Once you are given a date/s for a meeting you must email the FHF office immediately to inquire if the advocate is available to participate on the date/s offered. ****Take Note that the advocate is typically booked AT LEAST 2 months in advance. It is advisable to be proactive and start discussing meeting dates early in the process. If the meeting is regarding evaluations and the additions of any new services, programs and supports, speak to the school psychologist immediately upon the opening of the case to request meeting dates. Please be proactive and ask your school-based team to give you available meeting dates and times to choose from AT LEAST THREE MONTHS IN ADVANCE of the Annual review date. Please notify your child's teacher/provider at least three months before the stated annual review date (listed in the upper right-hand corner of the IEP/IESP), requesting AT LEAST THREE DATES AND TIMES to offer to the Advocate to better your chances of identifying a mutually available date on the first try. You may also give permission to the school to**

contact our office directly to assist in scheduling a meeting. ALL meetings are scheduled to the advocates availability.

Initial Here: _____

CONSULTATIONS:

*Clients will be seen by virtual appointment only, NO WALK-INS or DROP-INS PERMITTED under ANY circumstances!

*Clients are responsible to take all notes regarding all aspects of this meeting including but not limited to any recommendations and or follow up instructions given to you by the advocate.

*Clients are highly encouraged to audio record this meeting, but they must first notify the advocate of this. Clients may also request that the advocate record the meeting on the virtual platform and email them the recording after the meeting.

*“Walk-In” or “On Demand” appointments are NOT permitted.

*Please review fee schedule for costs for consultations.

*Please be prompt with logging on at your scheduled appointment start time. Your meeting will end according to the time slot it was scheduled for, not according to the time you logged on.

*Clients are highly advised to have paper and pencil for note taking during this discussion.

*All fees are non-refundable. Depending on the circumstances a credit for the fee might be applied to your account to be used for that specific schoolyear. Credits to accounts will be determined on a case to case basis by the Advocate and Executive Board.

Initial Here: _____

IN-PERSON ON-SITE MEETING PROTOCOL:

If the Advocate agrees to and the DOE permits her to attend an in-person meeting for your child in a school or other DOE site, the following accommodations must be provided for her due to her severely limiting physical and medical disabilities. The Advocate is not physically able to walk more than 80 feet, she cannot do stairs and requires a ramped entrance, an elevator or a first-floor meeting room. This disability compounded by the parking challenges in areas around school buildings present a significant challenge for her. Therefore, it is your responsibility to provide her with transportation to and from her parking spot to the handicapped entrance of the school. You must also notify the school in advance that the advocate requires a handicapped accessible entrance, and if the building does not have an elevator you must request a ground level meeting room. Often, school's permit the Advocate to park in the teacher's parking lot or on campus in an out of the way spot, please inquire if this accommodation is possible. Transportation arrangements for the advocate must be solidified when booking the meeting with the FHF office, you must confirm these accommodations with the FHF staff, one week prior to your meeting date. If parking is not available on the school compass and for some reason, you cannot accommodate the picking up and dropping off the advocate to and from her parking spot, a fee (see Fee Schedule) will be incurred to cover the costs of a staff member driving the advocate to and from your child's meeting.

Initial Here: _____

CANCELLATION POLICY:

We ask that you notify FHF immediately if you need to reschedule and/or cancel an appointment. All fees are non-refundable if the meeting is canceled by you (depending on the circumstances to be determined on a case-by-case basis). Any change in appointment dates and times are subject to the advocate’s availability for proposed alternate date and time. A fee paid for one date can be transferred to another date in the same school year only if the date and time is available and if you give timely notice of at least one week.

Initial Here: _____

INFORMATION PACKET:

Please note that all documents that you send to the FHF office must be PHOTOCOPIES ONLY (no original documents). Also note that all documents will be shredded within 3 months of receipt if you do not have a fully executed current school year contract and current signed and initialed parent/client responsibilities form on file. **Please allow 2 business days for the office to process the packet before emailing us to confirm if we received it. Do not expect an FHF staff member to contact you to confirm receipt of your child’s documents.**

Initial Here: _____

As the parent/guardian, you are your child’s primary advocate and case manager. Please understand that you are contracting FHF to *co-advocate* with you for your child.

It is our goal for you to consider yourself a partner in ensuring that your child receives meaningful educational benefit, makes real and measurable progress on their delays, and receives their right to a free and appropriate public education in the least restrictive environment.

Please sign here to confirm that you have read and initial the 7 pages of this document, “Parent/Client Responsibilities for Advocacy Services”, completely and that you understand what your role and responsibilities are as a client in a contract with FHF.

Child’s Name: _____

Parent/Guardian’s Name: _____

Parent/Guardian’s Signature: _____

Date: _____