

**DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M**

TO: Gerald Benaquista

C: Dr. Gretel Perez
Yolanda Koon
Diane Cappiello
Bernadette Watson

From: Kim Conti 

Re: Board Agenda Item

Date: March 15, 2024

**Approve Children Specialized Hospital School Services, 150 New Providence Road, Mountainside, NJ to provide Speech Therapy at the rate of \$94.00 per hour for the 2023-2024 school year, not to exceed \$60,000.00.
(Acct # 11-000-216-320-01-19)**

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SCHOOL-BASED
AGREEMENT FOR
OCCUPATIONAL/PHYSICAL/SPEECH
THERAPY RELATED SERVICES

THIS SERVICES AGREEMENT made this 25th day of March, 2024, by and between the Union Township Board of Education, with an address at 2155 Morris Avenue, Union, New Jersey 07083 (hereinafter referred to as "School") and **CHILDREN'S SPECIALIZED HOSPITAL D/B/A CHILDREN'S SPECIALIZED HOSPITAL SCHOOL SERVICES** (hereinafter referred to as "CSH"), with an address at 150 New Providence Road, Mountainside, New Jersey 07092 (hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, CSH offers and/or arranges for consulting services by licensed occupational therapists (O.T.), licensed occupational therapy assistants (O.T.A.), licensed physical therapists (P.T.), licensed speech language pathologists (S.L.P.), and/or other health professionals including speech, occupational or physical therapy students under the direct supervision of licensed therapists, and for which CSH shall maintain the required documentation, in order to assist mental health agencies, social services agencies and educational facilities to conform to state regulations, and to develop and implement quality services; and

WHEREAS, School operates a department of Special Education and desires the services of NJ school certified, licensed occupational therapists (O.T.) or licensed occupational therapy assistants (O.T.A.), licensed physical therapists (P.T.), and/or licensed speech language pathologists (S.L.P.) maintaining current NJ Department of Education background check with evidence of clearance to work in a school to provide necessary occupational therapy to its students; and

WHEREAS, CSH desires to provide the services of licensed occupational therapists (O.T.) or licensed occupational therapy assistants (O.T.A.), licensed physical therapists (P.T.), and/or licensed speech language pathologists (S.L.P.) to students of School, and School desires to receive the same, all the terms and conditions more particularly set forth herein.

Now, therefore, CSH and School hereby agree as follows:

1. TERM:

The term of this Agreement shall commence on the 25th day of March, 2024 and shall continue until the expiration of the school year on or about June 30, 2024, unless otherwise terminated as provided herein. Thereafter, this Agreement may be renewed pursuant to Section 6, for subsequent school years.

The above term assumes the school year to be forty-two (42) full weeks. Therapy services will be available for each week within this term, following the Board approved school calendar.

2. COMPENSATION:

In consideration of the services to be rendered by CSH, as described in paragraph three (3), School shall pay monthly to CSH a sum equal to:

~ Ninety four dollars (\$94.00) for each hour of S.T. service rendered.

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Such monthly compensation shall be based on actual hours of therapist availability provided as shown in monthly service provision logs that will be submitted with monthly invoices, and will include charges for preparation, documentation and travel between schools. In the event that there are not enough students scheduled in any day to make up a full school day of service, School will be charged a traveling fee to and/or from district/school. Payment will be due within fifteen (15) days of School's receipt of bill or invoice.

If, for any reason, full payment of any installment is not made on or before sixty (60) days following the due date thereof, as aforesaid, CSH shall have the right in its sole discretion to discontinue further performance of this Agreement, in addition to any other available right or remedy. The Parties shall consult and agree upon acceptable forms of written voucher(s) and/or receipts with respect to payments.

3. **SERVICES:**

CSH shall provide School with the following Services:

Speech Therapy 35.00 hours per week (140.00 hours per month)

Generally, therapy will take place between the hours of 8:15 a.m. and 3:45 p.m. with a half hour lunch break.

Service hours are based on therapists' total workload, which includes the following:

- Occupational/physical/speech therapy screenings and evaluations as approved by the child study team supervisor. Billing for screenings/ evaluations are included in the monthly totals at the hourly rate listed above.
- Documentation including:
 - Student attendance log.* Annual Present Levels of Academic Achievement and Functional Performance ("PLAAFP") and educationally relevant goals and objectives. Progress summaries for PLAAFPs Reports for evaluations.
 - Other reports on students who have been identified as requiring [occupational/physical/speech] therapy intervention or consultation.
 - Progress summaries and PLAAFPs for each student shall be written in lieu of one (1) therapy session per student, as will attendance at IEP meetings unless other arrangements are mutually agreed upon between CSH and the School district.
 - S.E.M.I. documentation or other accommodations desired for Medicaid reimbursement will be billed at the hourly rate (based on location).
 - Therapist's session notes will be maintained/stored by CSH Children's Therapy Services and are available to district/school upon request, to the extent in compliance with the Family Educational Rights and Privacy Act ("FERPA") and other applicable laws.
- Therapeutic Services:
 - Therapists will implement annual goals and objectives by the following service delivery methods as outlined in the PLAAFP of the IEP.

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- Direct therapy services, provided by a licensed therapist as specified in the child's IEP by the child study team or 504 Plan. This includes both individual and group sessions.
- Consultation services, provided by the therapist to meet the goals and objectives as outlined in the IEP or 504 Plan for classroom activities. It may include classroom teacher, specials teachers, teaching assistants, individual student's aide or parents.
- Consultation with education staff and participation in interdisciplinary meetings. Ongoing written and verbal communication with appropriate district personnel regarding: Changes in the status of the children serviced. Changes in the therapy schedule. Environmental suitability. Equipment ordering, maintenance, and storage.
- Consultative and direct services as requested for Intervention and Referral Services (I & RS), Response to Intervention (RtI), Positive Behavioral Supports (PBS) and Universal Design for Learning (UDL).
- Monitoring services, to maintain and support the child's ability to benefit from his/her educational program with non-direct intervention by the therapist.
- Communication with parents/guardians regarding students' [occupational/physical/speech]therapy program, goals and/or status; this includes telephone consultation on therapy issues when the therapist is not on site.
- Travel between designated schools within the district and travel to and from out of district schools as requested.

CSH shall provide School treatment for students requiring direct services in a manner which attempts to minimize disruption of the educational process, coordinate the availability of space and staff, and allow for the maximum time spent engaging in therapeutic activity to achieve stated goals for students.

4. OBLIGATIONS:

a. The School agrees to provide:

- Designated, consistent, safe space conducive to occupational/physical/speech therapy treatment assigned per contract year, with responsibility for health and safety issues for students resting solely on School when at a facility designated by the School and including transportation vehicles.
- Equipment which will facilitate evaluation and treatment as agreed upon by both Parties.
- Therapist access to computer(s) and/or district Wi-Fi to allow for completion of required documentation.
- Permission to conduct satisfaction surveys with Special Education Directors, Supervisors, Principals, Child Study Teams and Teachers throughout the district/schools.

b. School agrees not to hire any therapist provided by CSH, including but not limited to licensed occupational therapists (O.T.), licensed occupational therapy assistants (O.T.A.), licensed physical therapists (P.T.), and licensed speech language pathologists (S.L.P.) (each a "Therapist") for a period of

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two years following a Therapist's last date of service to School. If any Therapist actually furnished to School by CSH should, within two (2) years from the cessation of providing service to School, be hired by School on a temporary or permanent basis, upon the commencement of such Therapist's employment School shall pay CSH an amount equal to forty (40%) percent of the Therapist's annualized gross salary at the time of hire by School.

5. CONFIDENTIALITY OF CERTAIN RECORDS:

The Parties recognize that the records and information generated in connection with the consulting service or treatment may be privileged or confidential. The Parties each agree to observe the requirements of any applicable privilege and statutory or other duty of confidentiality, (including, but not limited to, any arising under the provisions of 21 U.S.C.4582, and 42 C.F.R. 2.1 et.seq.), to assist each other in obtaining any necessary waivers or consents to disclosure, and not to require disclosure of records or information by the other which might constitute a breach of privilege or duty or involve any offense or violation.

6. RENEWAL:

This Agreement may, by mutual written agreement of the Parties, be renewed on a school-year-to-school-year basis. The Parties shall keep each other advised as to whether this Agreement may be so renewed, but neither Party shall be bound to renew this Agreement or become otherwise liable to the other by reason of any failure to so advise the other.

7. TERMINATION:

Either Party may terminate this Agreement upon its giving ninety (90) days prior written notice thereof to the other Party.

8. COMPLIANCE AND APPLICABLE LAW:

The Parties represent, warrant, and covenant that throughout the term of this Agreement and during any applicable period thereafter, they shall perform their duties hereunder in accordance with all applicable federal and state laws, rules, regulations and agency guidelines. The Parties further agree to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA"), including any and all requirements regarding the privacy and security of health information.

9. INDEPENDENT CONTRACTOR:

Nothing herein contained shall be deemed to create an employment relationship, partnership, agency relationship or joint venture between either of the Parties. The Parties acknowledge that each Party is an independent contractor hereunder. Without limiting the foregoing, neither School Physician nor the Board shall have the power to bind the other or to incur obligations on the other's behalf with the other Party's prior written consent.

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10. INSURANCE:

CSH shall provide or confirm professional liability coverage (or a self-funded equivalent) in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. In addition, both Parties shall maintain or confirm general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 annual aggregate and workers' compensation insurance in not less than the statutory minimum amounts.

11. NOTICES.

All notices required or permitted under this Agreement shall be in writing and, unless otherwise specified herein, deemed given when delivered in person, by courier, or by registered certified mail at the address of each Party set forth above or at such other address as either Party may designate by written notice. In addition to the foregoing, any notices to CSH shall be contemporaneously sent to: RWJBarnabas Health, 95 Old Short Hills Road, West Orange, NJ 07052, Attn.: David A. Mebane, Esq. General Counsel.

12. MISCELLANEOUS:

The Parties agree that this Agreement constitutes the complete and exclusive statement of the Agreement between them which supersedes all proposals, oral, or written and all other communications between them relating to this contract. In the event of any conflict between the terms of this Agreement and any other document executed by the Parties, the terms of this Agreement shall govern and control. Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, CSH shall be entitled to assign its rights and obligations hereunder to any one of CSH's subsidiaries or affiliates without any further consent from the School. A waiver by either Party or any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof. This Agreement shall be governed exclusively by the laws of the State of New Jersey. Any controversy arising out of, or related to, this Agreement shall be submitted only to the courts of the State of New Jersey or to the United States District Court for the District of New Jersey. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of this Agreement and its counterparts including facsimile or PDF signatures of the Parties.

CHILDREN'S SPECIALIZED HOSPITAL D/B/A
CHILDREN'S SPECIALIZED HOSPITAL SCHOOL
SERVICES

Union Township Board of Education

By: _____	By: _____
Name: <u>Charles Chianese, MBA</u>	Name: _____
Title: <u>Vice President & Chief Operating Officer</u>	Title: _____
Date: _____	Date: _____

UNION TOWNSHIP BOARD OF EDUCATION - RIDER FOR SPEECH THERAPY

This Rider is incorporated fully into the terms of the attached Agreement between Children Specialized Hospital Services, 150 New Providence Road, Mountainside, NJ and the Union Tp. Board of Education, for the 2023-2024 academic school year. **To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.**

I. Licensing/Certification

Provider shall only provide employees who are licensed or certified as may be required by State law.

II. Criminal Background Check

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

III. Sexual Abuse/Child Abuse Disclosure Release Form

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as "Pass the Trash", the "PTT Law"), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

IV. Insurance

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees which may give rise to liability under this Agreement. Coverage shall be written on a "claims made basis" for a minimum of One Million Dollars (\$1,000,000.00) per individual and in the sum of Three Million Dollars (\$3,000,000.00) per occurrence.

2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.

V. Indemnification

Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.

VI. Fees.

The Provider shall be paid **\$94.00 per hour for all speech therapy sessions, in an amount Not To Exceed \$60,000.00** for the term of the Agreement.

VII. Term.

This Contract may be renewed at the option of the Board for two additional one-year extensions subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

VIII. Public Contracting Requirements

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.
- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.

- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

IX. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
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- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.

- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. This Rider, along with the Contract, constitutes the entire Agreement between the Provider and Board. **To the extent any terms included in the Contract conflict with the terms of the Rider, this Rider takes precedence.**
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

X. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

Notices to the Board shall be delivered to:

Yolanda Koon , Business Administrator/Secretary
Union Tp. Board of Education
2369 Morris Avenue
Union, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Taylor Law Group, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Carole Soricelli, Administrative Director

Children Specialized Hospital Services
150 New Providence Road
Mountainside, NJ

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____
