

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

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**TO: Dr. Gerald Benaquista**

**C: Diana Cappiello  
Dr. Gretel Perez  
Yolanda Koon  
Bernadette Watson**

**From: Kim Conti** 

**Re: Board Agenda Items**

**Date: December 14, 2023**

**Approve Allcare Therapy Services to provide Speech/Language Pathologist to render Speech/Language Therapy Services, including student evaluations, consultation at the rate of \$100.00 per hour for the 23-24 School Year not to exceed \$60,000.00.  
Account # 11-000-216-320-01-19**



4772 Route 9 South  
732-364-1172  
732-364-1186 (fax)  
speech@allcaretherapyservices.com  
Tax ID# 204839817

Objective: Allcare Therapy Services is seeking to provide Speech Language Therapy, Occupational Therapy, and Physical Therapy to your school district.

About Us:

“Our mission is for each student to develop their skills effectively and reach their maximum potential. To achieve their goals, therapists work together along with teachers/paraprofessionals/support staff and families. Developing a strong team approach is imperative to ensure success and continued progress.”

We are proud to be a Family/Therapist owned practice dedicated to providing comprehensive Speech, Occupational, Physical Therapy, and ABA services for children using the most advanced treatment techniques available. Each therapist participates in advanced training through professional seminars and educational programs. Our therapists possess advanced knowledge in receptive and expressive language, articulation therapy, apraxia therapy, feeding therapy, pragmatic/social language, AAC, PROMPT therapy, cognition, and auditory processing.

Our extensive years of experience in pediatric therapy demonstrate a commitment and dedication to children with special needs.

Allcare Therapy Services:

- Allcare Therapy Services is a New Jersey state approved agency which provides Speech Language Therapy Services within the public/private school settings. Our therapists are ASHA certified by the American Speech Language Hearing Association and all hold their Certificate of Clinical Competence. Each therapist holds current New Jersey licenses, school certifications, and malpractice insurance.

-We have successfully provided contracted services for several districts in Monmouth and Ocean counties for over 10 years. References are available upon request.

-Allcare Therapy Services is committed to provide continuous open communication between therapists, supervisors, and teachers/child study team members to deliver the best standards of care and dialogue.

-Office hours are Monday – Friday 8:00 A.M. – 7:00 P.M., and Saturday from 8:00 A.M. – 2:00 P.M. Emergency contact numbers and personal e-mails are provided to team members for all inquiries after hours.

-Allcare Therapy Services provides evaluations and treatment in accordance with state guidelines and procedures.

-We utilize best practice standards provided by our national association to evaluate and treat our students to ensure improved functional outcomes outlined in their IEP or 504 plans.

-Our therapists continuously provide parent/teacher education and training of specific strategies to help incorporate into their classroom setting.

- Our therapists are knowledgeable regarding several types of service delivery models including multidisciplinary, transdisciplinary, and interdisciplinary.
- Allcare Therapy Services adheres to HIPAA guidelines for maintaining client/student records.

**Fee Schedule:**

- School-based day rate: \$100 per hour; for direct and indirect Speech Language Therapy Services (including but not limited to: treatments, consultations, screenings, evaluations/re-evaluations, IEP/504 documentation, IR&S, and meetings.)
- Screenings/strategies will be performed during the school day, and fee for this service is incorporated into hourly rate.
- \$500 for independent evaluations/re-evaluations including required documentation in a timely manner.

Thank you for your time and the opportunity to discuss our future business relationship. Personal references are provided upon request. We look forward to working with you in the future. If you have any additional questions and or concerns, please do not hesitate to contact us.

(732) 364-1172 office / (908) 415-6201 cell

Respectfully,

Kimberly Streit M.A. CCC-SLP  
Owner/Speech Language Pathologist  
Allcare Therapy Services  
[www.allcaretherapyservices.com](http://www.allcaretherapyservices.com)

## **RIDER FOR ALLCARE THERAPY SERVICES**

This Rider is incorporated fully into the terms of the attached Agreement between Allcare Therapy Services, with offices at 4772 Route 9 South, Howell, NJ 07731 and the Union Tp. Board of Education. 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 Two 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. **Term.** The term of this Agreement shall commence on **January 1, 2024 and end on June 30, 2024.**

VI. **Fees.** The Provider shall be paid **\$100.00 per hour** for speech/language therapy sessions, in an amount **Not To Exceed \$60,000** for the term of the Agreement.

## VII. **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.

## VIII. 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.
- 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 writing constitutes the entire Agreement between Provider and Board; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement, but to the extent any terms included in a

Proposal 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.

## **IX. 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:**

Kimberly Streit, MA  
4772 Route 9 South  
Howell, NJ 07731

**THE PARTIES hereby agree to the terms of this Rider:**

**PROVIDER**

**BOARD OF EDUCATION**

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Print name/Title:

Dated: \_\_\_\_\_

Print Name/Title:

Dated: \_\_\_\_\_