

Agreement made this **4th day of January 2022** by and between:

Trinitas Healthcare Corporation
Children's Therapy Services
(A New Jersey Non-Profit Corporation)
899 Mountain Avenue - Suite 1A
Springfield, NJ 07081

hereinafter to be referred to as "Healthcare"
and

Union County Educational Services Commission
45 Cardinal Drive
Westfield, NJ 07090

hereinafter to be referred to as "UCESC"

Whereas, **Healthcare** 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.)**, and/or other health professionals including occupational or physical therapy students under the direct supervision of licensed therapists, and for which Healthcare 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, **UCESC** operates a department of Special Education and desires the services of a NJ school certified, **licensed physical therapist** maintaining current NJ Department of Education background check with evidence of clearance to work in a school to provide necessary **physical therapy** to its students enrolled at the **Westlake School, 1571 Lamberts Mill Road, Westfield, NJ 07090**;

and

Whereas, **Healthcare** desires to provide the services of a **licensed physical (P.T.)** to students of **UCESC**, and **UCESC** desires to receive the same, all the terms and conditions more particularly set forth herein;

Now, therefore, **Healthcare** and **UCESC** hereby agree as follows:

1. TERM:

The term of this Agreement shall commence on the **24th day of September, 2021** and shall continue until the expiration of the school year on or about **December 31, 2021**. Thereafter, this Agreement may be renewed pursuant to paragraph six (6), for subsequent school years. This Agreement may be terminated on notice, pursuant to paragraph seven (7).

The above term assumes term of 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 **Healthcare**, as described in paragraph three (3), **UCESC** shall pay monthly to **Healthcare** a sum equal to:

~ **Eighty seven dollars and seventy two cents (\$87.72)** for each hour of service rendered.

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The present agreement assumes the following parameters of time:

~ An average month consisting of **fifty two (52.00) hours** of **therapist availability** to provide services.

Such monthly compensation shall be based on actual hours of therapist availability provided as shown in attached documentation (monthly service provision logs), and will include charges for preparation, documentation and travel between schools. When less than a full school day of service is provided, districts/schools will be charged a traveling fee to and/or from district/school. Payment will be due fifteen (15) days upon receipt of bill or invoice.

Any additional agreed upon services will be billed at **\$87.72** per hour.

If, for any reason, full payment of any installment is not made on or before two (2) months following the due date thereof, as aforesaid, **Healthcare** 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:

Healthcare shall provide **UCESC** licensed physical therapists (P.T.) in the school system (or appropriate designated area) for: **fifty two (52.00) hours** per month for the **school year**.

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:

Physical 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's) and educationally relevant goals and objectives. Progress summaries for PLAAFP's. Reports for evaluations. Other reports on students who have been identified as requiring physical therapy intervention or consultation.

Progress summaries for each student shall be written in lieu of one (1) therapy session per student, unless other arrangements are mutually agreed upon between **Healthcare** and the **UCESC** district.

* S.E.M.I. documentation or other accommodations desired for Medicaid reimbursement will be billed at the hourly rate.

Therapist's session notes will be maintained/stored by Trinitas Children's Therapy Services and are available to district/school upon request.

Therapeutic Services:

Therapists will implement annual goals and objectives by the following service delivery methods as outlined in the PLAAFP of the IEP.

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.

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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 student's physical 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.

Healthcare shall provide **UCESC** 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.

The **Trinitas Healthcare Corporation** shall save and hold harmless the **Union County Educational Services Commission** regarding the direct services of occupational and physical therapists and assistants to students of **UCESC** and when at their facilities.

4. OBLIGATIONS:

The **Union County Educational Services Commission** agrees to provide:

- a. Designated, consistent, safe space conducive to physical therapy treatment assigned per contract year, with responsibility for health and safety issues for students resting solely on **UCESC** when at a facility designated by the **Board of Education** and including transportation vehicles.
- b. Equipment which will facilitate evaluation and treatment as agreed upon by both parties.
- c. Therapist(s)' access to computer(s) and/or district Wi-Fi to allow for completion of required documentation.
- d. Permission to conduct satisfaction surveys with Special Education Directors, Supervisors, Principals, Child Study Teams and Teachers throughout the district/schools.
- e. It is in the best interests of the children serviced by this agreement that current medical documentation be obtained by the **UCESC** district and provided to the therapist as needed for safe implementation of physical therapy services.
- f. **UCESC** agrees not to hire therapist, including but not limited to licensed occupational therapists (O.T.), licensed occupational therapy assistants (O.T.A.), and licensed physical therapists (P.T.) provided by **Healthcare** for a period of two years following therapist's last date of service to **UCESC**. If any therapist actually furnished to **UCESC** by **Healthcare** should, within two years from the cessation of service under this agreement, be hired by **UCESC** on a temporary or permanent basis, upon the commencement of employment **UCESC** shall be obligated to pay **Healthcare** an amount equal to **forty (40%) percent** of the therapist's annualized gross salary.

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 21U.S.C.4582, and 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.

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6. RENEWAL:

This Agreement may, by mutual agreement, 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.

8. COMPLIANCE AND APPLICABLE LAW:

To the extent applicable under Section 1861 (v)(1)(I) of the Social Security Act, as amended, **Healthcare** agrees with **UCESC** that, upon request made in accordance with applicable law and regulations, the Comptroller General of the United States, the United States Department of Health and Human Services, and the duly authorized representatives of the foregoing, shall be given access to this Agreement, and all books, documents and records of **Healthcare** and **UCESC** that are necessary to verify the nature and extent of the costs to **UCESC** of services rendered. Such access shall be given from the date of this Agreement until the expiration of four (4) years after the furnishing of services under this Agreement. In the event any request for any such party's books, documents and records is made pursuant to this Section, such party shall notify the other, shall promptly provide a copy of such request and shall promptly provide a copy of each book, document and record to such other party and shall grant such other party access thereto for review and reproduction.

9. HIPAA COMPLIANCE:

The parties agree to comply with all applicable requirements of the Health Insurance Portability Act of 1996 and its related regulations ("HIPAA"), including any and all requirements regarding privacy and security of health information. In addition, each party agrees to execute any documents or amendments to the Agreement reasonably necessary for each of the parties to comply with HIPAA, and agree to and incorporate the terms and conditions set forth in Exhibit A hereto.

10. INDEPENDENT CONTRACTOR:

The Contractor shall, in all respects, be considered and Independent Contractor as that term is defined in federal and state law regulations. It is expressly understood that no employer-employee relationship exists between the parties by virtue of this Agreement as a result of the nature of the engagement.

11. INSURANCE:

The Contractor shall provide to the Board proof of insurance in the following form and minimum limits:

Health Care Facility Professional Liability:	\$1,000,000
General Liability:	\$1,000,000

The general liability policy shall name the **Union County Educational Services Commission** as additional insured and proof of same shall be provided on the standard ACORD form.

12. MISCELLANEOUS:

This Agreement shall bind and insure to the benefit of the parties and their respective successors and assigns. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement cancels and supersedes all prior Agreements and understandings oral or written, between the parties. It constitutes the entire Agreement of the parties with respect to the subject matter hereof. It may be modified or amended only by written Agreement specifically referring hereto and signed by the parties. Each party shall cooperate with, and shall take such further action and execute and deliver such further documents as may be reasonably requested by the other party, in order to confirm this Agreement or to carry out its provisions or purposes.

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EXHIBIT A

BUSINESS ASSOCIATE AGREEMENTS - CONFIDENTIALITY of Patient Health Information

Trinitas Healthcare Corporation ("Healthcare") recognizes that **Union County Educational Services Commission ("UCESC")** has individually-identifiable patient health information ("Information") the confidentiality of which is protected by federal and state laws and rules, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, 42 CFR, Part 164. Healthcare may not use or disclose Information in any manner, for any purpose, except to carry out its obligations to provide to **UCESC** those Services specified in this Agreement. Healthcare shall not use or further disclose Information other than as permitted by this Agreement or as required by law. Healthcare shall use appropriate safeguards to prevent the use or disclosure of the Information other than as permitted or required by this Agreement; shall report to **UCESC** any use or disclosure of the Information not provided for by this Agreement of which Healthcare becomes aware; shall ensure that any agents, employees or subcontractors to whom it provides Information received from or created or received by Healthcare on behalf of **UCESC** agree to the same restrictions and conditions that apply to Healthcare with respect to such Information; shall make such Information available to the individual who is the subject of the Information, for review and amendment, to the extent required under applicable regulations; and shall make available to **UCESC** any information necessary to permit **UCESC** to account for its disclosures under applicable regulations. At the termination of this Agreement, to the extent feasible, Healthcare shall return or destroy, at the discretion of **UCESC**, all Information received from or created or received by Healthcare on behalf of **UCESC**, or, if returning or destroying the Information is not feasible, shall extend the foregoing protections to the Information in perpetuity. Healthcare shall make its internal practices, books, and records relating to the use and disclosure of Information available to the Secretary of Health and Human Services for purposes of determining **UCESC's** compliance with applicable regulations.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THE DAY AND YEAR FIRST WRITTEN ABOVE.

Attest:

Sherone Lewis
Operations Specialist
slewis@trinitas.org

Digitally signed by Sherone
Lewis Operations Specialist
slewis@trinitas.org
Date: 2022.01.04 09:21:12 -05'00'

**TRINITAS HEALTHCARE CORPORATION
CHILDREN'S THERAPY SERVICES**

Carole A. Soricelli MS
OTR 46TR00026200
csoricelli@trinitas.org

Digitally signed by Carole A.
Soricelli MS OTR 46TR00026200
csoricelli@trinitas.org
Date: 2022.01.04 09:15:52 -05'00'

SIGNED

NAME: Carole Soricelli

TITLE: Director of Children's Therapy Services

Attest:



UNION COUNTY EDUCATIONAL SERVICES COMMISSION

SIGNED

NAME: Carrie Dattilo

TITLE: Acting Superintendent