

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

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THIS SERVICES AGREEMENT made this 23rd day of April, 2024, by and between the **UNION COUNTY EDUCATIONAL SERVICES COMMISSION**, with an address at 45 Cardinal Drive, Westfield, New Jersey 07090 (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 1st day of July, 2024 and shall continue until the expiration of the school year on or about June 30, 2025, 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:

~ Eighty nine dollars and seventy cents (\$89.70) for each hour of O.T. service rendered.
~ Eighty nine dollars and seventy cents (\$89.70) for each hour of P.T. service rendered.
~ 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:

**TO BE DETERMINED
OCCUPATIONAL THERAPY
PHYSICAL THERAPY
SPEECH THERAPY**

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).

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- 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.
 - 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.

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- 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 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**

BOARD OF EDUCATION

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

Benefits of Using Children's Specialized Hospital School Services (CSHSS) as your Occupational, Physical & Speech Therapy Provider

A full-service provider with a proven track record staffed by reliable professionals

- Approaching **four decades of experience as a NJ-based provider specializing in school-based practice.**
- New Jersey state-approved **clinic/agency.**
- As a not-for-profit, offers **very competitive hourly rates.**
- 86 OTs, PTs and STs with decades of **cumulative knowledge and experience** in pediatric and school practice.
- **Builds strong relationships** with educators, parents and school administrators.
- Delivers continuity of service, providing **coverage** if therapists become unavailable due to a maternity or medical leave of absence.
- Provides ongoing **supervision and annual performance evaluations of therapists.**
- Provides **least restrictive services, innovative classroom interventions, and assistance with Multi-Tiered System of Supports.**
- **Monitors legislation changes** that impact OT, PT & ST services in NJ schools and collaborates with school administrators to implement any changes in a coordinated fashion.
- Maintains therapists' **documentation in accordance with professional licensure, NJDOE, SEMI & school district standards.**
- Provides therapists with **ongoing professional development & mentorship, in line with NJDOE Professional Development Plan requirements and district needs.**
- Offers **Summer/ESY services** as requested.
- Districts/Schools realize cost savings of dollars that would be spent on **therapists' benefits packages.**
- **Districts/Schools do not pay for nonproductive therapists' time, absences due to professional development, school holidays, illness, etc.; resulting in cost savings.**
- Eliminates the **cost of purchasing therapists' assessment tools.**
- Eliminates the **time and cost associated with advertising, interviewing, etc.**
- Staff hold **adjunct faculty and advisory board** positions for therapy programs at local universities.
- Maintains personnel with experience **on the Division of Consumer Affairs' Occupational Therapy Advisory Council for licensure with active involvement in the NJ Occupational Therapy Association and the NJ Chapter of the American Physical Therapy Association.**
- Occupational therapists are **co-authors** of the original publication, **A Guide for Providing Occupational Therapy in New Jersey Schools** (New Jersey Occupational Therapy Association) and physical therapists are **co-authors** of the web-based **Guidelines for Provision of Physical Therapy Services in New Jersey Schools** (New Jersey Chapter of the American Physical Therapy Association).
- Therapists hold various **pediatric and school relevant graduate degrees and specialty certifications**, including clinical doctorates, advanced pediatric certificates, Sensory Integration Praxis Test (SIPT) certificates, etc.
- Monitors and maintains **current school certificates, business certificate, state licenses and criminal history background checks.**



April 23, 2024

Ms. Carrie Dattilo
Union County Ed. Services Commission
45 Cardinal Drive
Westfield, NJ 07090

Dear Ms. Carrie Dattilo,

Thank you for allowing **Children's Specialized Hospital School Services** to continue to be part of your efforts to provide appropriate and quality education, programs and related services for the students of your district or school.

Attached is the contract for occupational, physical and/or speech therapy services for the **2024 - 2025** school year. It would greatly assist us with our preparations if you **return via e-mail** a signed agreement to our office **no later than May 3, 2024**. The sooner we receive a signed agreement, the sooner we are able to solidify staff assignments for your district/school. We will return a fully executed copy of the agreement for your records.

Our occupational and physical therapy hourly rates for the new school year are **\$89.70** and the speech therapy hourly rate is **\$94.00**. These rates are pro-rated and not per session rates as charged by some providers. Included with your agreement is information outlining the added benefits **CSHSS** provides at no cost to you.

We have included 2024 extended school year (ESY) hours in the **2024 – 2025** contracts for any entities we have provided ESY hours for in the past. Contract hours are based upon the current weekly average for the regular school year and the 2023 ESY weekly average if applicable. If you require any changes to the proposed contract hours, please contact us (i.e., additional programs, eliminated programs, etc.).

Children's Specialized Hospital School Services also offers *professional development* for staff and *seminars* for parents and students. Please email us at SchoolServices@childrens-specialized.org or call for more information.

Children's Specialized Hospital School-Services Division is a *not-for-profit* organization. We maintain a commitment to providing quality, collaborative, least restrictive and cost efficient therapy services for your school or district. If you have any questions regarding the contract(s) and/or services or if you would prefer separate agreements for ESY, please contact us.

We appreciate your continued business, and look forward to working with you again next school year.

Sincerely,

Carole Soricelli

Carole Soricelli, MS, OTR
Administrative Director
(908) 588-5111 Ext. 55111
CSoricelli@childrens-specialized.org

Sherone Lewis

Sherone Lewis
Operations Analyst
(908) 588-5110 Ext. 55110
SheLewis@childrens-specialized.org

Attachment:



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
Acting State Treasurer

TAHESHA L. WAY
Lt. Governor

AMY F. DAVIS
Acting Director

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. To expedite the process, all vendors are encouraged to complete and file renewal documents electronically on our new online system at www.state.nj.us/treasury/contract_compliance. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2024** to **15-APR-2027**

**CHILDREN'S SPECIALIZED HOSPITAL
150 NEW PROVIDENCE ROAD
MOUNTAINSIDE**

NJ 07093-2590



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO

State Treasurer