

**THERAPY SERVICE AGREEMENT**  
**BY AND BETWEEN**  
**CEREBRAL PALSY OF NORTH JERSEY, INC.**  
**AND**  
**READINGTON TOWNSHIP BOARD OF EDUCATION**

**DATED: July 16, 2019**

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## THERAPY SERVICE AGREEMENT

This THERAPY SERVICE AGREEMENT (the "Agreement") is made this 16<sup>th</sup> day of July 2019, by and between:

Cerebral Palsy of North Jersey, Inc., a corporation, with offices at 220 South Orange Avenue, Suite 300, Livingston, NJ 07039 (hereinafter referred to as the "Agency");

and Readington Township Board of Education, with offices at 52 Readington Road, Whitehouse Station, NJ 08889 (hereinafter referred to as the "Board")

(The Agency and the Board shall collectively be referred to as the "parties").

### W I T N E S S E T H:

WHEREAS, the Agency offers occupational therapy ("OT"), physical therapy ("PT") and augmentative and alternative communication ("AAC") services provided by duly licensed and certified therapists or therapy assistants; and

WHEREAS, the Board desires to engage the Agency to provide such therapy services during the 2019-2020 academic year, including extended school year services if requested, and the Agency desires to provide such services to the Board, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement and the parties' respective benefits and responsibilities arising under the Agreement, the following terms and conditions are hereby agreed upon for the entire term of this Agreement:

#### 1. Employment.

(a) The Board hereby engages the Agency to provide OT, PT and AAC services (collectively, the "Services") and the Agency hereby accepts such engagement upon the terms and conditions hereinafter set forth.

(b) The Agency shall provide the following Services within the school district, upon written request by the Board or other authorized personnel:

- (1) PT evaluations to be provided by therapists licensed by the State Board of Physical Therapy and holding at least a B.S. degree in physical therapy.

- (2) PT treatments to be provided by therapists and therapy assistants with on-site supervision of physical therapy assistants by a physical therapist, both currently licensed by the New Jersey State Board of Physical Therapy.
- (3) OT evaluations to be provided by therapists licensed by the State of New Jersey and holding a B.S. degree or equivalent in occupational therapy.
- (4) OT treatments to be provided by therapists or certified therapy assistants, with supervision of occupational therapy assistants by an occupational therapist, both licensed by the State of New Jersey.
- (5) Speech therapy evaluations to be provided by therapists licensed by the State of New Jersey and possessing a Master's Degree in Speech Pathology and a Certificate of Clinical Competence.
- (6) AAC evaluations and follow-up trainings to be completed by an AAC specialist.
- (7) Occupational, physical and speech therapists must be registered with the New Jersey Department of Education and the Department of Law and Public Safety, Division of Consumer Affairs.

(c) The Agency shall not be required to render any Services or conduct evaluations until such Services are requested in writing by the Board or other authorized personnel and such request is accepted by the Agency. Evaluators must have adequate time built into their weekly schedules to perform thorough assessments. Evaluations also require parent/guardian approval, and such approvals shall be obtained by the district case manager prior to the provisions of such Services and accepted by the Agency.

(d) The Agency will assign supervised therapy staff to the Board and will make commercially reasonable efforts to assign therapists in such a way as to insure continuity in treatment and to promote establishment of rapport with children and their teachers.

(e) The Agency assumes responsibility for all payments of salaries and professional fees to therapists and consultants assigned by the Agency to the Board.

(f) The Agency shall make commercially reasonable efforts to provide reports to the Board according to the following schedule:

- (1) Evaluation reports to be submitted within 14 days after evaluation date.



- (2) Annual summaries, including progress report, goals and recommendations, to be submitted one week prior to annual review of Individual Education Program ("IEP") provided minimum notice of two weeks has been given.
- (3) Additional reports will be completed as requested and submitted in a timely fashion.

(g) The Agency will assist the child study team in evaluating the equipment needs of the child and in obtaining appropriate equipment relevant to the child's function in the school environment. This may include, for example, arranging clinic appointments, meeting with parents, and meeting with vendors. The Agency may also consult with parents concerning child's equipment needs at home and may assist family in ordering equipment for home use.

(h) The Agency will use commercially reasonable efforts to develop a schedule that maximizes the use of each therapist's day and allows each therapist to provide educationally relevant Services to as many children as is feasible. This may include treating in small groups where appropriate and if indicated in the IEP. Each therapist's billable hours will also include the following:

- (1) Travel within the district from school to school;
- (2) Attendance at IEP meetings and other conferences if requested;
- (3) Consultation with teaching staff, caseworkers, parents, and vendors; and
- (4) Paperwork time for completing reports and daily notes.

(i) Services to be performed outside of the district, including evaluations and treatment, will be arranged by the Agency at the written request of Board or authorized personnel. When such a request is made, the Agency may enter into subcontracts with therapy providers, who are not employees of the Agency, whose catchment areas include those out of district schools, to obtain and provide the requested Services.

(j) On occasion, treating therapists may be accompanied by students in their field who are completing clinical internship requirements. Students will be permitted to complete evaluations and treatment according to the legal requirements of each discipline. The Board will be notified prior to a student's placement.

2. Term.

The Board's engagement of the Agency under this Agreement and the Agency's duties under this Agreement shall commence on July 1, 2019 and shall continue thereafter until June 30, 2020, including both regular and extended school year services, or until the Agreement is terminated as provided in Section 7 of this Agreement. The Board shall pay the Agency for any Services performed or requested and for all expenses incurred by the Agency prior to the termination of the Agreement.

3. Compensation.

(a) The provision of Services will commence on July 1, 2019. Services will include approximately 8.5 hours of direct physical therapy treatment per week for the duration of the regular 43-week school year, not including the extended school year, and may be modified as schedules and caseloads change. Any additional services may be provided at the sole discretion of the Agency upon written request subject to, among other things, staff availability. Extended school year services may be provided, at the sole discretion of the Agency, upon written request at the same rates detailed below, subject to, among other things, staff availability.

(b) IEP-Related Services. The Board agrees to pay the Agency according to the following fee schedule for IEP-Related Services provided by the Agency.

<u>Type of Service</u>	<u>Fee</u>
1. Service costs for physical therapy services per hour, including travel.	\$100.00
2. Service costs for occupational therapy services per hour, including travel.	\$100.00
3. Initial evaluations and Re-evaluations, including report, for occupational or physical therapy	\$375.00
4. Assistive Technology OR Augmentative & Alternative Communication evaluation (combined assessment rate)	\$995.00 (\$1,500.00)
5. Augmentative & Alternative Communication training, per hour, (minimum of 2 hours)	\$200.00



(c) Other Services: The Board agrees to pay the Agency according to the following fee schedule for Services other than IEP-Related Services provided by the Agency.

<u>Type of Service</u>	<u>Fee</u>
1.      Physiatry clinic fee.	\$200.00

Definition: On occasion, it may be necessary to refer a child to the Agency's physiatrist for therapy needs, for evaluation of bracing and splinting needs, or to discuss durable medical equipment concerns.

(d) Subcontracting. In cases when the Board requests the Agency to arrange Services for Readington Township students who attend schools located outside the district and outside of the Agency's catchment area, and the Agency agrees to arrange third party subcontracts to provide those Services, an administrative fee of 10% will be added to the cost incurred by the Agency when billing the Board for those Services.

(e) Terms of Payment: Payment for Services shall be made monthly by the Board upon submission of an itemized invoice by the Agency. The Agency will make commercially reasonable efforts to submit invoices by the 10th work day of the month for Services provided the previous month. The Board is required to make payment to the Agency within 20 working days after submission of the invoice/voucher. The Agency may charge and the Board agrees to pay legal rates of interest for late payments.

(f) Fee Required. A fee will be charged and shall be paid for all scheduled work days, according to the Agency and the Board calendars, regardless of children's absences or other emergencies, and regardless of fluctuations in size of caseload, unless:

- (1)      The therapist is absent.
- (2)      The Board district is closed due to holidays, vacations, snow days or recesses; provided that, where applicable, any such closing is detailed in a district calendar attached to this Agreement as executed.

4. Agency Responsibilities.

(a) The Agency's Services shall be performed in accordance with the standards of the Agency's profession.

(b) The Agency's designated representative for the Services shall be the Director of Community Services, currently Lori Ricco, who shall act as the Agency's authorized representative with respect to the Services rendered under this Agreement.

(c) The Agency shall answer all reasonable inquiries by the Board relating to the Services provided to a particular student, promptly and in writing when requested and in detail where appropriate.

(d) The Agency shall maintain the appropriate license, certification and Criminal History Review ("CHR") authorizing the provision of Services pursuant to this Agreement. In order to provide the Services in the most timely and efficient manner, the Board hereby agrees to accept CHR approval letters from other school districts or approved private schools for the therapists assigned by the Agency. The Agency shall present copies of said documents to the Board upon request.

(e) The Agency shall keep a detailed record identifying the Services and the time required to perform the Services that reflect the fees charged to the Board pursuant to this Agreement. A copy of such record shall be made available to the Board upon five (5) business days' prior written notice.

5. Insurance.

(a) The Agency shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

- (1) Broad form, comprehensive or commercial general liability insurance, including contractual liability coverage, against claims for personal injury, death or property damage with coverage in the amount of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars (\$1,000,000.00) with respect to property damage, together with excess/umbrella coverage equal to One Million Dollars (\$1,000,000.00); and
- (2) Professional liability insurance coverages in the amount of not less than One Million Dollars (\$1,000,000.00) for each claim, which the Agency shall maintain for no less than six (6) years following completion of Services.



(b) The Agency shall provide to the Board, prior to the execution of this Agreement and upon the Board's reasonable request from time to time, a certificate or certificates of insurance evidencing the coverages set forth in (a) and (b) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A".

6. Treatment Space and Conditions.

The Board is responsible to provide adequate treatment space and conditions, including but not limited to a minimum of 8' x 8' space with mat and child size desk. Space must be well lighted, clean, safe and hazard-free. The Agency is entitled, in its discretion exercised in good faith, to cancel treatment if the Board fails to provide adequate space and conditions. The Board shall be responsible to pay any fee for Services canceled on the basis of inadequate treatment space or conditions.

7. Termination.

Either party shall have the right to terminate this Agreement by giving the other party written notification to be received at least 30 days prior to the termination date. In addition, either may terminate this Agreement immediately if the other party willfully breaches the Agreement or fails to cure a material breach after reasonable notice and opportunity to cure.

8. Non-Solicitation.

(a) During the term of this Agreement and for a period of twenty-four months after the termination or expiration of this Agreement (the "Restricted Period"), the Board hereby agrees that, without the prior written consent of the Agency, directly or indirectly, either individually or on behalf of or through any other person, business, enterprise or entity (other than the Agency), (i) solicit or induce, or in any manner attempt to solicit or induce, any person employed by, an agent of, or a service provider to, the Agency to terminate such person's employment, agency or service, as the case may be, with the Agency; or (ii) divert, or attempt to divert, any person, concern, or entity from doing business with the Agency, or attempt to induce any such person, concern or entity to cease being a customer of the Agency.

(b) After the Restricted Period, in the event the Board, a subsidiary or related organization wishes to hire an employee of the Agency, a conversion fee equal to thirty percent (30%) of the projected annual starting salary of such employee will be charged by the Agency to the Board.

9. Governing Law.

(a) The law of the State of New Jersey shall govern the validity of this Agreement, its interpretation, performance and remedies for contract breach or any other claims related to this Agreement, without regard to any conflicts of law provisions that would apply the law of another jurisdiction. Any and all claims, disputes or other matters in question between the Board and the Agency, arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Essex County, New Jersey.

(b) If a dispute arises between the board and any entity or individual as to which the Board is bound to the arbitration of such disputes, then the Agency agrees that, at the sole cost and expense of the Board, the Agency can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and the Agency, or among the Board, the Agency and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section 9.

10. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective executors, administrators and assigns. This Agreement may not be assigned by either party without the written consent of the other party.

11. Indemnification.

(a) The Agency agrees to indemnify and hold harmless the Board from any and all claims, suits or liabilities, arising solely or exclusively out of (i) the gross negligence or willful misconduct on the part of the Agency's employees, agents and/or representatives or (ii) a material breach of this Agreement by the Agency.



(b) The Board agrees to indemnify and hold harmless the Agency from any and all claims, suits or liabilities, arising solely or exclusively out of (i) the gross negligence or willful misconduct on the part of the Board's employees, agents and/or representatives or (ii) a material breach of this Agreement by the Board.

(c) This indemnification clause shall survive termination of this Agreement.

12. Limitation of Liability.

In no event shall the Agency be liable to the Board for any indirect, special or consequential damages.

13. Confidentiality.

The Agency shall respect the confidential nature of all information that the Agency may encounter with regard to pupil records throughout the performance of this Agreement, in accordance with all applicable federal and state statutes and regulations.

14. Entire Agreement.

All prior agreements among the parties regarding their relationship and the provisions of Services by the Agency to the Board are hereby rescinded and declared null and void. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supercedes any prior and/or conflicting understandings or agreements. This Agreement may not be changed orally, but only by an agreement in writing signed by both parties.

15. Independent Contractor.

This Agreement does not create in whole or in part, a partnership, joint venture, employment relationship or merger between the parties. The parties to this Agreement shall at all times remain autonomous and obligated to one another only insofar as specified by the terms of this Agreement. The Agency providing Services pursuant to this Agreement shall not be considered an agent or employee of the Board.



16. Notice.

Any notice by either party to the other party regarding the provisions of this Agreement shall be in writing and shall either be delivered personally or mailed, postage prepaid, via registered or certified mail, return receipt requested, addressed as follows:

TO THE AGENCY:                      Attn: Purna Rodman Conare  
President & CEO  
CEREBRAL PALSY OF NORTH JERSEY, INC.  
220 South Orange Avenue, Suite 300  
Livingston, NJ, 07039

With copy to:                      Attention: Bruce Kleinman  
Wilentz Goldman & Spitzer, PA  
90 Woodbridge Center Drive  
Woodbridge, NJ 07095

TO THE BOARD:                      Attn: Karen Tucker  
Director of Pupil Services  
Readington Township School District  
52 Readington Road  
Whitehouse Station, NJ 08889

17. Miscellaneous Provisions.

(a) Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.

(b) If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

(c) In all references in this Agreement and the Proposal to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.


(d) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BOARD

By: \_\_\_\_\_  
Laura Simon, President  
Readington Township Board of  
Education

AGENCY

By:  \_\_\_\_\_  
Purna Rodman Conare  
President & CEO  
Cerebral Palsy of North Jersey

By: \_\_\_\_\_  
Jason Bohm, Business Administrator  
Readington Township Board of  
Education

WITNESS: \_\_\_\_\_

WITNESS:  \_\_\_\_\_