DEPARTMENT OF SPECIAL SERVICES Township of Union Public Schools M - E - M - O - R - A - N - D - U - M

TO:

Pat Ditri

FROM:

Kim Conti

RE:

Board Agenda Item

DATE:

March 28, 2013

The Superintendent recommends, the committee concurs and I so move that the Board accept the proposal for Occupational and Physical Therapy Services and Evaluations for the 2012-2013 school year from Trinitas Children's Therapy Services, 899 Mountain Avenue, Springfield, NJ at a rate of \$82.00 per hour for occupational and physical therapy; \$328.00 for evaluations for both services (per evaluation) not to exceed \$57,400.00 in accordance with the information in the hands of each board member.

Township of Union Board of Education 2369 Morris Avenue Union, New Jersey 07083

REQUEST FOR OCCUPATIONAL AND PHYSICAL THERAPY SERVICES AND EVALUATIONS FOR THE 2012-2013 SCHOOL YEAR

The Board of Education of the Township of Union (the "Board") is seeking proposals for the provision of occupational therapy services for approximately 200 hours to fulfill this related service per student IEP and for the provision of-physical therapy services for approximately 500 hours to fulfill this related service per student IEP, and for the provision of occupational therapy evaluations and physical therapy evaluations. Minimum five (5) years experience working in public schools.

All providers shall be NJ State certified as an occupational therapist and physical therapist, as applicable. Proposals shall also contain a New Jersey Certificate of Employee information Report (AA) and a New Jersey Business Registration Certificate.

Proposals must be in writing and must contain fixed hourly rates for all services. Hourly rates shall include all disbursements. The Provider shall not bill for travel or other related expenses. All proposals shall be fixed for one (1) year from the date of the award and may not change or be withdrawn except by the permission of the Board. Proposals shall be submitted no later than **Thursday, March 7, 2013 at 11 a.m.** Proposals must contain a Curriculum Vitae or resume for all who may be assigned to handle these matters. Proposals shall be on a perarinum basis. All providers shall have a criminal background screening prior to assignment in the district. The award shall be made to a vendor whose response is most advantageous to the Board, price and other factors considered. The Board shall have the option of terminating this engagement upon thirty (30) days notice to the Provider.

Provider is required to provide proof of general liability and worker's compensation coverage. The Company shall sign a contract that shall indemnify, defend and hold the district harmless from any and all liabilities for any claims which may arise as a result of the engagement of the Company.

Proposals will be opened and read aloud in the Board of Education Conference Room at the Administration Building, 2369 Morris Avenue, Union, New Jersey on Thursday, March 7, 2013 at 11:00 a.m. Your proposal must be received prior to that date and time. Two original proposals shall be submitted by regular or overnight mail, no email proposals allowed.

Any questions or requests for clarification regarding bid process and procedure may be submitted to James J. Damato, Board Secretary/General Counsel, Township of Union Board of Education, 2369 Morris Avenue, Union, New Jersey 07083; 908-851-6411. Any technical questions or assignment-related questions may be submitted to Kim Conti, Director of Special Services at 908-851-4426.

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Memo

To: Dr. Patrick Martin From: Kim Conti Date: 3/28/13

CC: James Damato

Re: Rationale for Bid of Occupational/Physical Therapy services and evaluations for the

2012-2013 school year

Selected Consultant: Trinitas Children Therapy Services

899 Mountain Ave. Suite 1-A

Springfield, NJ 07081

Problem:

Need home based and school based occupational therapy and physical therapy services and evaluations that cannot be provided by district staff due to time and scheduling constraints.

Reasons for Selecting Consultant

- Next to Lowest, qualified bid (\$2.00 more per hour than the lowest qualified bid)
- Trinitas is currently providing the above services for this school year. However, an increased need for services per student IEPs necessitated that these services be rebid. Since Trinitas continues to provide these services to district students, continuing use of Trinitas will allow for the continuity of service to students for the remainder of the school year.

If there are any questions or concerns, please do not hesitate to contact me.

Thank you

Trinitas Children's Therapy Services

899 Mountain Ave. Suite 1A • Springfield, New Jersey 07081 (973) 218-6394 • (973) 218-6351 fax

Objective

To provide occupational and physical therapy services for the students of Union Township School District who receive special education and related services during the 2012-2013 school year.

Trinitas Children's Therapy Services (TCTS) is a not-for-profit provider of occupational, physical and speech therapy services serving schools in Union, Hudson, Essex, Bergen, Morris, Middlesex, Monmouth and Passaic counties for more than 25 years. TCTS is an affillate of Trinitas Regional Medical Center and a New Jersey state-approved clinic and agency.

TCTS Occupational Therapists have valid New Jersey State Occupational Therapy licenses and New Jersey School Occupational Therapist certifications.

TCTS Physical Therapists have valid New Jersey State Physical Therapy licenses and New Jersey School Physical Therapist certifications.

TCTS will provide the required criminal history approval letters, copies of professional licenses and school certificates upon assignment of therapist(s) to district.

TCTS therapists were coauthors of the respective state guidelines for provision of occupational and physical therapy services in New Jersey schools, published by each profession's state association.

TCTS therapists are on the Division of Consumer Affairs' Occupational Therapy Advisory Council for licensure and the New Jersey Occupational Therapy Association (NJOTA) Board of Directors.

TCTS keeps up with legislation changes that impact the provision of OT and PT services in NJ schools, enabling district administrators to focus time and energy on other areas.

TCTS employs 65 OTs, PTs and STs totaling more than 850 years of knowledge and experience in pediatric and school practice.

TCTS therapists hold various pediatric and school relevant graduate degrees and specialty certifications, including clinical doctorates, pediatric certificates, Sensory Integration Praxis Test (SIPT) certificates, etc.

TCTS provides therapists with ongoing professional development, mentorship and supervision to ensure the provision of quality educationally-relevant service provision.

TCTS maintains a continuum of services, team collaboration, and individual, group, consultative and integrated least-restrictive services.

TCTS builds strong working relationships with teachers, parents, students and school administrators and as a New Jersey based not-for-profit organization provides local administrative support for districts.

Please see attached Certificate of Employee Information Report (AA) and Business Registration Certificate.

Trinitas Children's Therapy Services (TCTS) School-based Occupational and Physical Therapy Services

- TCTS has nearly 3 decades of experience in the specialty of school based therapy services; all staff are fully educated on medical vs. educational models of service delivery.
- TCTS is a New Jersey stateapproved clinic/agency
- TCTS provides both physical therapy & occupational therapy services and has a proven track record of providing very professional and reliable staff.
- TCTS occupational therapists are co-authors of the publication, <u>A Guide for</u> <u>Providing Occupational</u> <u>Therapy in New Jersey</u> <u>Schools</u> (New Jersey Occupational Therapy Association, 2007).
- TCTS physical therapists are co-authors of the web-based <u>Guidelines for Provision of</u> <u>Physical Therapy Services in</u> <u>New Jersey Schools</u> (New Jersey Chapter of the American Physical Therapy Association, 2011).
- TCTS personnel are on the Division of Consumer Affairs' Occupational Therapy Advisory Council for licensure and the NJ OT Association Board of Directors.
- TCTS keeps up with legislation changes that impact the provision of OT and

- PT services in NJ schools, so districts don't have to focus time and energy on this area.
- TCTS provides continuity of services and local administrative support.
- TCTS services the surrounding communities and is aware of the specific needs in your district.
- TCTS provides supervision of therapists by experienced school therapists.
- TCTS employs 65 OTs, PTs and STs totaling more than 850 years of knowledge and experience in pediatric and school practice.
- TCTS 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.
- TCTS provides summer/ESY services as requested.
- TCTS provides therapists with ongoing professional development and mentorship.
- TCTS has the ability to provide coverage if one of its therapists becomes unavailable:
 - Maternity leave
 - Leave of absence
 - Any extended period of time

- TCTS, as a not-for-profit, offers very competitive hourly rates.
- TCTS pays for the benefits packages for therapists, resulting in considerable savings to the school district.
- TCTS does not bill the district for hours when the therapist is unavailable, including professional development, school holidays, illness, etc.
- TCTS eliminates the time and cost for advertising, interviewing, etc.
- TCTS is responsible for monitoring and maintaining current school certificates, state licenses and criminal history background checks.
- □ *TCTS* maintains:
 - A continuum of services
 - Team collaboration
 - Least-restrictive services
 - innovative classroom programming.
 - Assistance with Response to Intervention & Positive Behavioral Supports
- TCTS maintains documentation in accordance with professional licensure, NJDOE & district standards.
- TCTS builds strong relationships with teachers, parents and school administrators.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

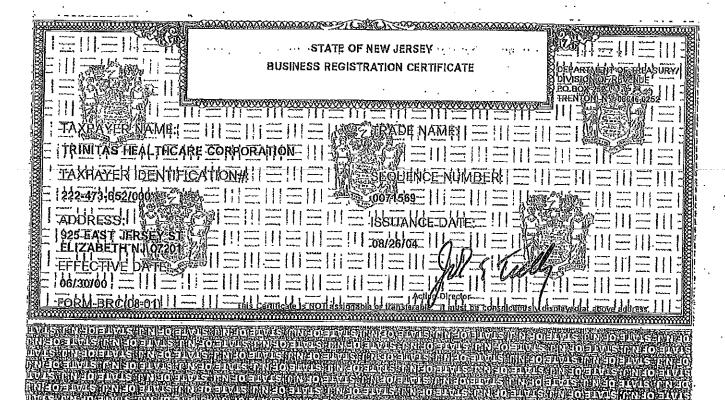
aloyee Information Report pursuant to eport. This approval will remain in This is to certify that the contractor listed be NJ.A.C. 17:27-1.1 et. seq. and the Staff effect for the period of

TRINITAS REGIONAL MEDICAE 225 WILLIAMSON STREET

NJ 072

BLIZABETH

State Treasurer



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Part I - Vendor Information

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

	s Therapy Services				
Address: 899 Mountain Avenue -	···				
City: Springfield	State: NJ	Zip: 07081		•	
The undersigned being authorized to compliance with the provisions of Norm.					
ONIA	Sam J Germa	na	VP & Gene	ral Counsel	
Signature 1	Printed Name		Title		
Part II - Contribution Disci	osure				
Disclosure requirement: Pursua political contributions (more the committees of the government of the Check here if disclosure is pro-	an \$300 per election contities listed on the fo	ycle) over the 12 r rm provided by th	nonths prior to sul		
Contributor Name	Reci	plent Name	Date	Dollar Amount	
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Check here if the information	is continued on subse	equent page(s)			

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: TRINITAS REGIONAL MEDIC	CAL CENTER .
I certify that the list below contains the nam 10% or more of the issued and outstanding s OR	es and home addresses of all stockholders holding stock of the undersigned.
I certify that no one stockholder owns 10%	or more of the issued and outstanding stock of the
undersigned. N/A = NO STOCKHOLDE	RS
Check the box that represents the type of business	organization:
Partnership ZCorporation	Sole Proprietorship
Limited Partnership Limited Liability	Corporation Limited Liability Partnership
Subchapter S Corporation	
Sign and notarize the form below, and, if necessary NONE — Trinitas Regional Messis Is a 501 (c) 3 Not-f	edical center
- There are no stockh	olders
Name:	Name:
Home Address:	Home Address:
•	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
•	
Mathlen Selectory day of Wart 201	Caul Lyn II
Sibscribed and sworn before me this day of Wat 201	(Affiant)
(Notary Public) KATHLEEN PELESKO (Notary Public) NOTARY PUBLIC OF NEW JERSEY	Karen Lumpp, Sr. VP & CFO
I.D. # 2201190	(Print name & title of affiant)
My Commission explain My Commission Explres 5/6/2017	(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/OD/YYYY) 06/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, cer	tain p	olicies may require an e	ndorse	ment. A sta	endorsed, lement on th	If SUBROGATION IS WAIVE ils certificate does not confer	D, subject to rights to the
PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07950-6454			CONTACT NAME: PHONE FAX (A/C, No, Ext): E-MAIL ADDRESS;					
WORDS OWN W GLOGG-GASA				1 .	INS	URER(S) AFFO	RDING COVERAGE	NAIG#
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Trinitas Regional Medical Center 225 Williamson Street				INSURE	RG: Lexington	Insurance Compa	эту	19437
Elizabeth, NJ 07207				INSURI	RD:			
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COVERAGES CEN	₹TIF!	CATE	NUMBER:		-005724280-14		REVISION NUMBER:3	
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CERTIF(CATE HOLDER				CÁNC	ELLATION			
UNION TOWNSHIP BOARD OF EDUCATION BATTLE HILL SCHOOL 2600 KGLIJAN PLACE UNION, MJ 07083		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
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State of New Jersey Department of Banking and Insurance

CERTIFICATE ORDER

GRANTING EXEMPTION FROM INSURING LIABILITY FOR COMPENSATION

SEPTEMBER 26, 2012

ID#: W1689

ORIGINAL EXEMPTION DATE 09/26/2012

THIS CERTIFIES THAT, TRINITAS REGIONAL MEDICAL CENTER, A CORPORATION ORGANIZED UNDER THE LAWS OF AND AN EMPLOYER SUBJECT TO THE PROVISIONS OF THE 94, CHAPTER 15, ARTICLE 5, OF THE "REVISED STATUTES" OF THIS STATE, KNOWN AS THE "COMPULSORY INSURANCE LAW", HAVING REASONABLY SATISFIED ME IN ACCORDANCE WITH SECTION 77 OF SAID CHAPTER AS TO FINANCIAL ABILITY TO PAY COMPENSATION HAS BEEN DULY EXEMPTED BY ME FROM INSURING THE LIABILITY ARISING OUT OP TIYLE 34, CHAPTER 15, OF THE "REVISED STATUTES" IN THIS STATE UNTIL JUNE 30, 2013.

KENNETH E. KOBYLOWSKI ACTING COMMISSIONER OF BANKING AND INSURANCE



State Of New Jersey New Jersey Office of the Attorney General Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE Decupational Therapy Adv Council

HAS LICENSED

SHERRI L BRANDTHILL 516 W. WEBSTER AVE ROSELLE PARK NJ 07204-1411

FOR PRACTICE IN NEW JERSEY AS A(N): Occupational Therapist

07/22/2011 TO 09/30/2013 VALID 46TR00103400 LICENSE/REGISTRATION/CERTIFICATION

Signature of Licensee/Registrant/Cerlificate Holder

DIRECTOR

110-45-9635

The State of



New Jersey

Department of Education State Board of Examiners

Issued Expires

Standard Certificate

This is to certify that

SHERRI L BRANDTHILLS

County District

00283631

Has met all of the requirements established by the State Board of Education and is authorized to serve in the public schools of New Jersey as indicated below:

SCHOOL OCCUPATIONAL THERAPIST

Commissioner of Education

Gua B. Graham

Secretary, State Board of Examiners

State of New Jersey DEPARTMENT OF EDUCATION

PO BOX 600 TRENTON, NEW JERSEY 08823-0500 Note: This form is priviled on yets marked peper. Hold at Eght to wann anniety, If blue State sed background is not present, bile is a photocopy.

09/19/2012

SHERRI BRANDTHILL-ST 516 W. WEBSTER AVE. ROSELLE PARK, NJ 07204

SHORRE BRANDTHILL ST V.N. 495199645579
516 W. WEBSTER AVENUE
HOSELLE PARK, NJ 07204
19 UNION

A notice of qualification has been forwarded to the educational facility or authorized school bus contractor making the request for your criminal history record checks. If you are a substitute teacher working under a county substitute certificate, a notice of qualification has been forwarded to the county superintendent's office that issued your certificate. Please retain possession of this letter as proof that you have completed the statutory requirements for the employer that substituted your furgerprints.

School bus drivers must be printed upon initial application for a school bus driver's endorsement and each time their driver's license is renewed. All other persons, except individuals serving in a substitute position, must undergo the record check upon any change in employment from one educational facility to another.

You must provide a copy of this approval letter to your employer. If you have any questions, please call the Criminal History Review Unit at (609) 292-0507.

Sincerely,

Carl H · Carabelli Carl H. Carabelli, Manager

Criminal History Review Unit



An Affiliate of Titalian Healtheare Corporation

Fex: (908) 851-6661

February 20, 2013

Kim Conii Union Township Board of Education 2155 Morie Avenue Union, NJ 07083

Dear K/m:

in order to be in compliance with New Jersey administrative code (N.J.A.C.) 6A:14-5.1 (c) . please find uttached CHR approval latter on: Sherri Brandinii dated: 9/19/12.

Please date, eign and fax back this letter, which acknowledges your acceptance of this provider's original CHR approval felter.

Sincerely,

Carole Soricelli

Director of Children's Therapy Services

Union Township Board of Education

Name

Eno,

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Shemi Brandthill MS, OTR

Summary of qualifications

Masters level Occupational Therapist

Over 17 years of experience as an OT in: subacute, home care, long term care, work programs, early intervention and schools. Created programs for adults with developmental disabilities, students and parents of preschool children with sensory processing disorders and presentations at NJOTA. Supervision of staff and COTAs.

2011

College Misericordia

Dallas, PA

Education

Doctoral Candidate in Occupational Therapy

Advanced Pediatric Certificate awarded in July 2011

1999

College Misericordia

Dallas, PA

Master of Science in Occupational Therapy

· Published Master's Thesis on Quality of Life in a community of Nuns

Professional experience

2009-present

Trinitas Children's Therapy Services

Springfield, NJ

Staff Occupational Therapist

Provide direct, Integrated, consultative, individual and group occupational therapy services as mandated by student IEPs. Perform standardized classroom based functional assessments, participate in collaborative program planning and therapeutic interventions designed to improve student participation. Assist with equipment selection, environmental needs, and program development for newly formed Multiple Disabilities, (MD) program. Participate in IPad application selection and program development for selected students. Perform wheelchair and equipment assessments and recommendations. Developed adaptations/implementation strategies for student use of equipment in the classroom. Collaborated with classroom staff to develop functional activities that improve student participation and skill development. Provided training and support to staff/parents, as appropriate, regarding implementation of related service recommendations. Student population includes: communication impaired, orthopedically impaired, neurologically impaired, multiply disabled, autistic spectrum disorders and other learning disabilities as well as adult developmental disabilities.

2000-2007

Occupational Therapy Consultants, Inc. Somerset, NJ

Senior Occupational Therapist

 Staff School Based Occupational Therapist, responsible for COTA supervision as well as provision of direct, integrated and consultative occupational therapy services as mandated by student IEPs.

1996-16

Multicare/Genesis Eldercare.

W. Orange, NJ

1997-1998

Prime Mark Corporation

W. Orange, NJ

1996-1997

Healthcare Rehab Systems, Inc.,

Norristown, PA

Staff Certified Occupational Therapy Assistant

Provided treatment in a subacute and long-term care setting. Designed and implemented lunchtime feeding
program in collaboration with Speech Therapy Department and Dietary. Designed and implemented
Functional Maintenance Programs for Upper Extremity Splints, wheelchair positioning, AM Care and selffeeding. FIM certified.

Professional memberships

American Occupational Therapy Association, NJ Occupational Therapy Association Certificate Holder as of December 3, 2000

Handwriting Without Tears

References

Furnished upon request

Accreditations

NBCOT Occupational Therapist Registered, Certificate #1002176; State of New Jersey, Occupational Therapy Advisory
Council, Occupational Therapist License #46TR00103400; NJ State Department of Education, School Occupational
Therapist Certification #00283631

State Of New Jersey New Jersey Office of the Attorney General Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE Board of Physical Therapy

HAS LICENSED

NATHALIE HAUGHEY 100 COLUMBIA AVE Cranford NJ 07016

FOR PRACTICE IN NEW JERSEY AS A(N): Physical Therapiet

12/09/2011 TO 01/31/2014

40QA00679400
LICENSE/REGISTRATION/CERTIFICATION #

XXX-XX-4817 Tr# 628886

Issued

08/11

Cert# 826785

Department of Fducation State Board of Txaminers Standard Certificate

This is to certify that

NATHALIE M HAUGHEY

County District

Has met all of the requirements established by the State Board of Education and is authorized to serve in the public schools of New Jersey as indicated below provided the holder exhibits proof of a valid Physical Therapist license issued by the New Jersey State Board of Physical Therapists

School Physical Therapist

Christopher D. Cerf Acting Commissioner Robert R. Higgins Secretary, Board of Examiners

State of New Jersey DEPARTMENT OF EDUCATION

PO 80X 500 TRENTON, NEW JERSEY 08825-0500 Note: This kum is privated an wa kumerked papen. Hold at light to viser for eath-sticity, if their State and bestyround is not present this is a whickcopy.

12/07/2011

NATHALIE HAUGHEY 100 COLUMBIA AVE CRANFORD, NJ 07016

Your request for criminal history record processing has been completed. The information submitted by you through the educational facility or authorized school bus contractor has been searched by the New Jersey State Police and the Federal Bureau of Investigation. As a result of that process, you are approved for school employment in accordance with N.J.S.A. 18A:6-7.2; N.J.S.A. 18A:39-19.1; N.J.S.A. 18A:6-4.14 or N.J.S.A. 18A:12-1.2

NATHALIE HAUGHEY

PCN: 495199583154

100 COLUMBIA AVE

CRANFORD, NJ 07016

39 - UNION

5290 - UNION TOWNSHIP

A notice of qualification has been forwarded to the educational facility or authorized school bus contractor making the request for your criminal history record check. If you are a substitute teacher working under a county substitute certificate, a notice of qualification has been forwarded to the county superintendent's office that issued your certificate. Please retain possession of this letter as proof that you have completed the statutory requirements for the employer that submitted your fingerprints.

School bus drivers must be printed upon initial application for a school bus driver's endorsement and each time their driver's license is renewed. All other persons, except individuals serving in a substitute position, must undergo the record check upon any change in employment from one educational facility to another.

You must provide a copy of this approval letter to your employer. If you have any questions, please call the Criminal History Review Unit at (609) 292-0507.

Sincerely,

Corl N. Carabelli

Carl H. Carabelli, Manager Criminal History Review Unit

Nathalie Haughey

100 Columbia Ave. Cranford, NJ 07016 (908)-709-1442 Jimnat7@yahoo.com

Education

- 1995 B.S. Physical Therapy McGill University 3.9 GPA

 Scholarship for Excellence and Leadership In the Field of Physical Therapy
- 1992 St. Lawrence College Pure and Applied Science High Honors
- 1990 Marguerite d' Youville College Governor General Medal for Highest Academic Average

Employment

- 2011 Pres. Trinitas Children's Therapy Services School based evaluations and treatments.
- 2011 Pres. Kaleidoscope/Cerebral Palsy League Provide early intervention treatments for children with various disabilities and delays.
- 2001 2010 Advanced Physical Therapy Associates Aquatic and Outpatient Therapist (pediatric and adult population)
- 1995 2001 Holy Name Hospital Inpatient & Outpatient Therapist Inpatient Supervisor Successfully assessed & treated a variety of pediatric, orthopedic and neurologic patients. Served as clinical instructor to several physical therapy students. Taught weekly MS exercise class.
- 1995 Montreal Children's Hospital Internship Evaluated and Implemented creative treatment approaches for children with various disabilities.

Licenses and Certificates

New Jersey State Physical Therapy License – 40QA00679400

New Jersey Office of the Attorney General Division of Consumer Affairs State Of New Jersey

Board of Physical Therapy THIS IS TO CERTIFY THAT THE

HAS LICENSED

Karen M. Valentî 899 Mountain Ave Springfield, NJ 07081.

FOR PRACTICE IN NEW JERSEY AS A(N): Physical Therapist

FYOUR LICENSEREGISTRATION/ GENTIFICATE ID CARD IS LOST PLEASE NOTIFY:

Board of Physical Therapy

Mewark, NJ 07101

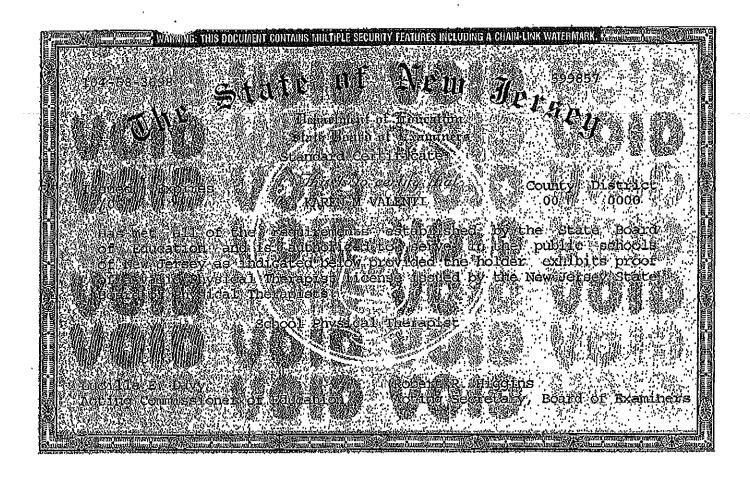
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01/12/2012 TO 01/31/2014 VALID

- PLEASE DETACH HERE

Attn: Carol Sheridan FAX 908 276 2635



State of New Jersey DEPARTMENT OF EDUCATION

. PO 80X 500 TRENTON, NEW JERSEY 08625-0500 Note: If blue State seal background is not present, this is a photocopy

05/26/2010

KAREN VALENTI 469 PALISADE AVE GARFIELD: NJ-07026

YOU MUST PROVIDE A COPY OF THIS APPROVAL LETTER TO YOUR EMPLOYER.

Your request for criminal history record processing has been completed. The information submitted by you through the educational facility or authorized school bus contractor has been searched by the New Jersey State Police and the Federal Bureau of Investigation. As a result of that process, you are approved for school employment in accordance with N.J.S.A. 18A:6-7.1; N.J.S.A. 18A:39-19.1 or N.J.S.A. 18A:6-4.13.

KAREN YALENTI

PCN: 495199446369

469 PALISADE AVE

GARFIELDA NU 07026

13 - ESSEX: | |

0410 - BLOOMFIELD TOWNSHIP.

A notice of qualification has been forwarded to the educational facility or authorized school bus contractor making the request for your criminal history record check. If you are a substitute teacher working under a county substitute certificate, a notice of qualification has been forwarded to the county superintendent's office that issued your certificate. Please retain possession of this letter as proof that you have completed the statutory requirements for the employer that submitted your fingerprints.

School bus driver's must be printed upon initial application for a school bus driver's endorsement and each time their driver's license is renewed. All other persons, except individuals serving in a substitute position, must undergo the record check upon any change in employment from one educational facility to another.

You must provide a copy of this approval letter to your employer. If you have any questions, please call the Criminal History Review Unit at (609) 292-0507.

Sincerely,

Carl H. Carabelli, Manager

Criminal History Review Unit

Porl W. Carabelli



An Affiliate of Irinital Habimoore Corporation

Fax: (908) 861-6881

September 15, 2010

Kim Conti Union Township Board of Education 2155 Mords Avenue Union, NJ 07083

Dear Kim:

In order to be in compliance with New Jersey administrative code (N.J.A.C.) 6A:14-5.1 (c) , please find attached CHR approval letter on: <u>Karen Valenti</u> dated: <u>5/26/10</u>.

Please date, sign and fax back this letter, which acknowledges your acceptance of this provider's original CHR approval letter.

Sincerely,
Carolo Joucula

Carole Soricelli
Director of Children's Therapy Services

Director of Children's Therapy Services

Sian

Name:

Tille:

Date:

Eno.

Union Township Board of Education

EMPLOYMENT

SCOTT Physical Therapy, Brooklyn, NY, Clinical Manager/PT 10/01-present Oversee daily operations of outpatient practice. Work cooperatively with physicians, case managers and adjustors. Supervise PTAs and aides. Provide marketing services for new referrals. Provide PT services to patients, including balance testing and training on FallTrak.

SCOTT Physical Therapy, Brooklyn, NY, Physical Therapy Aide 10/97-6/01
Assisted in setup of patient modalities, supervision of patients during transfers, exercises and use of gym equipment. Performed clerical work including billing and scheduling.

AFFILIATIONS

Veteran's Hospital, Brooklyn, NY
Mixed inpatient/outpatient caseload.

6/01-8/01

Dr. Susan Smith McKinney Rehabilitation Center, Brooklyn, NY
Sub-acute and long-term rehabilitation,

New York City Board of Education
Public School 226, Brooklyn, NY
Pediatric caseload in a school setting.

5/00-6/00

Main Street Medical Care, Patchogue, NY
Outpatient orthopedic caseload.

9/99-10/99

RELATED EXPERIENCE

Hospital for Special Surgery, New York, NY, Student Physical Therapist 5/96-6/96 Treated seven to ten patients a day alongside a physical therapist. Taught transfers, use of assistive devices, exercises, use of CPM. Tested muscle strength and measured range of motion.

World of Discovery Day Camp, Brooklyn, NY, Camp Counselor Summers 1990-94, '96 Supervised fifteen children ages 7-12. Mediated group disputes. Planned special events, such as carnival booths and talent shows. Worked on teams with counselors and division heads to settle problems or plan activities.

EDUCATION

Touro College, New York, NY
B.S., Health Sciences
M.S., Physical Therapy

Ithaca College, Ithaca, NY
B.S., Exercise Science

COURSES

American Heart Association CPR/AED certified McKenzie Part A 2002 The Pediatric Primer 2004

SPECIAL SKILLS Conversational Spanish

State Of New Jersey Mow Jersey Office of the Afterney General Division of Consumer Awairs

THIS IS TO CERTIFY THAT THE Occupational Thorapy Adv Council

Has Licensed

FOR PRACTICE IN NEW JERSEV AS A(N): Occupational Thoraptet

Megishani/Certificate Helder

46TA00364600 LICENSEREGISTRATION/CERTIFICATION' &

PLEASE DETACH HEREIF YOUR LICENSE/REGISTRATION
CERTIFICATE D CARD IS LOST
PLEASE NOTIFY:
Cocupational Whomany Adv Council
F.O. Box 45037
ROWARK, MY 07101

PLEASE DETACH HERE-

XXX-XX-5891 Tr# 532292

Issued

12/12

Expires

New State

Department of Education State Board of Examiners

Standard Certificate

This is to certify that

. KEVIN J IULA

County District 03 0000

Cert# 885131

Jersey

Has met all of the requirements established by the State Board of Education and is authorized to serve in the public schools of New Jersey as indicated below:

School Occupational Therapist

Christopher D. Cerf Commissioner of Education Robert R. Higgins Secretary, Board of Examiners

State of New Jersey DEPARTMENT OF EDUCATION

PO BOX 506 TRENTON NEW JERSZY 08685-45 90

01/09/2013

KEVIN J LULA 129 UNDERCLIFF COURT RIDGEWOOD, NJ 07450

Your request for criminal history record processing has been completed. The information submitted by you through the educational facility or authorized school bus contractor has been searched by the New Jersey State Police and the Federal Bureau of Investigation. As a result of that process, you are approved for school employment in accordance with N.J.S.A. 18A.6-7.2; N.J.S.A. 18A.39-19-1; N.J.S.A. 18A.6-4-14 or N.J.S.A. 18A:12-1.2

CN: 495307026678

UNDERCLIFF

0660 - Caldwell-West Caldwell

A notice of qualification has been forwarded to the educational facility or quitorized school bus contractor making the request for your criminal history record effect. If you are a substitute teacher working under a county substitute certificate, a notice of qualification has been forwarded to the county superintendent's office that issued your certificate. Please relain possession of this latter as proof that you have completed the statutory requirements for the employer that submitted your fingerprints.

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You must provide a copy of this approval letter to your employer. If you have any questions, please call the Criminal History Review Unit at (609) 292-0507.

Carl H. Carabelli, Manager

Criminal History Review Unit

Minn Towns. In An Wasted Programming Description

Kevin J. Iula 129 Undercliff Ct. Ridgewood, NJ, 07450 P:845-893-9324 F:201-857-4189

Kevin9219@optonline.net NJ license: 46tr00364600

Objective:

To utilize my educational knowledge, creativity, resourcefulness, and occupational therapist skills to contribute to the restoration of health, function, and quality of life of individuals of all ages throughout the developmental cycles of their lives.

Education:

- Rockland Community College, Suffern, NY AAS, Occupational Therapy, 05, 1999
- Dominican College, Orangeburg, NY BS/MS, Occupational Therapy, 03, 2004

Academic Accomplishments:

- Dean's List, 1999-2004 academic years; awarded gold tassel
- Cumulative GPA: 3.8/4.0, awarded departmental honors
- Research Thesis: "Factors Influencing Employment for an individual with Mental Retardation." Presented at graduate OT symposium.

Occupational Therapist Clinical Experience:

Jerry and Dolores Turco Medical Rehab Center

2012 - present

- Collaborate with multidisciplinary team to provide safe discharge of customers
- Develop HEP and facilitate customer compliance with consideration of neurologic, musculoskeletal, somatosensory factors
- Fabricate splints, adapt and grade activities to restore function, coordination, strength and ADL independence.

Northern Rehab Inc.

2012 - present

- Collaborate with multidisciplinary team to enhance patients' functional abilities while maintaining objectives of vent weaning, tracheostomy management and wound healing
- Utilize psychosocial and cultural methods to evaluate patients' pain, vital signs and daily tolerance of therapeutic interventions
- Individualize and prioritize treatment techniques to focus on urgent needs, including
 contracture management and wheelchair positioning for patients with chronic or pressure
 related wounds and status post hyperbaric oxygen therapy (HBOT).

- Treat customers with various diagnoses, including orthopedic, post-stroke, vestibular disorders
- Utilize clinical decision making to implement creative functional and meaningful and purposeful rehabilitative programs.

Genesis Elder Care

2008 - 2012

Made use of a wide range of therapeutic approaches, devices and assistive technology to
obtaining independent living for patients with neurological diagnoses including Guillain
Barre, Multiple Sclerosis (MS), and Myasthenia Gravis (MG).

Valley Home Care

2004 - 2008

- Evaluated and corrected home safety and environmental barriers to independence and quality of life for adult and pediatric patients
- Put in place community resources and services and structured daily schedules as part of carryover and preventative care approach
- Made use of a wide range of the rapeutic approaches, devices and assistive technology to obtaining independent living for patients with neurological diagnoses including Guillain Barre, Multiple Sclerosis (MS), and Myasthenia Gravis (MG).

Resume Addendum

Other Experience:

Swimming Instructor and Coordinator 4/99-6/2000
Rockland County YMCA, Nyack, NY
Scheduled, organized, and implemented daily swim instruction and private lessons

Teacher Assistant 4/98-6/2000

Rockland Children's Psychiatric Center, Orangeburg, NY

Devised, adapted, and implemented lesson plans and group protocols to attain the interpersonal, physical, and academic goals of children

Pediatric Swimming Instructor/Teacher Assistant 5/99-8/99
Playgarten Nursery School, Valley Cottage, NY
Restructured and implemented social, play, and educational programs for children ages two through
five

Swimming Instructor 2/98-1/99

Venture Day Treatment Center, Sparkhill, NY

Provided swim instruction for individuals with physical and mental disabilities

Community Respite Professional 1/97-5/98
Another Step Inc., West Nyack, NY

Provided children with physical and mental disabilities with opportunities in therapeutic and social activities within their communities

Recreation Assistant 4/97-9/97; 6/98-9/98
Letchworth Village DDSO/Camp Kanawaki, Theills, NY

Administered outdoor therapeutic programs for adults with developmental disabilities

Teachers Assistant/Mome Respite Worker 1/96-1-97
Rockland ARC/Prime Time for Kids, Pearl River, NY

\$\Delta\text{Performed vital caregiver roles to ensure safety, health, and wellness of children with disabilities, including cerebral palsy, developmental delay, autism, learning disability, and attention deficit disorder



An Alfillate of Trinitas Healthcare Corporation

Agreement made this 27th day of March 2013 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 Township Board of Education 2155 Morris Avenue Union, NJ 07083

hereinafter to be referred to as "Union"

Whereas, Healthcare offers and/or arranges for consulting services by licensed occupational therapists (O.T.), licensed physical therapists (P.T.), 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, Union operates a department of Special Education and desires the services of a licensed physical therapist to provide necessary physical therapy to its students;

and

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

Now, therefore, Healthcare and Union hereby agree as follows:

1. <u>TERM</u>:

The term of this Agreement shall commence on the 17th day of April, 2013 and shall continue until the expiration of the school year on or about June 30, 2013. 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).

2. COMPENSATION:

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

~ Eighly two dollars (\$82.00) for each hour of service rendered.

899 Mountain Avenue - Suite 1A, Springfield, NJ 07081 (973) 218-6394 Fax: (973) 218-6351 www.childthorapynj.com

Tuinitas Health

The present agreement assumes the following parameters of time:

- ~ An average week consisting of thirty one (31.00) hours of therapist availability to provide services.
- ~ An average four (4.00) hours x \$82.00 per hour = \$328.00 for evaluations.

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 and documentation.

Payment will be due fifteen (15) days upon receipt of bill or invoice.

Any additional agreed upon services will be billed at \$82.00 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.

Union shall only be billed for services provided by Healthcare's therapists (i) as requested by Union per student's individualized Education Program; and/or (ii) as required by law; and (iii) in accordance with best professional practice standards.

3. SERVICES:

Healthcare shall provide Union licensed physical therapists (P.T.) in the school system (or appropriate designated area) for; thirty one (31.00) hours per week for the school year and four (4.00) hours x \$82.00 per hour ≈ \$328.00 for evaluations.

Generally, therapy will take place between the hours of 8:00 a.m. and 4:00 p.m. with a half hour lunch break.

Only New Jersey State certified and licensed occupational therapists and physical therapists will provide services under this Agreement.

Services include:

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 educationally relevant goals and objectives. Progress summaries for present levels of academic achievement and functional performance (PLAAFP). Reports for tri-annual evaluations. Other reports on students who have been identified as requiring physical therapy intervention or consultation.

Quarterly progress summaries for each student shall be billed at the hourly rate of one (1) therapy session per student, unless other arrangements are mutually agreed upon between Healthcare and the Union district.

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

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. This includes both individual and group sessions.

Consultation services, provided by the therapist to meet the goals and objectives as outlined in the IEP for classroom activities. It may include classroom teacher, specials teachers, teaching assistants, individual student's aide or parents.

Monitoring services, to maintain and support the child's ability to benefit from his/her educational program with non-direct intervention by the therapist.

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 sultability. Equipment ordering, maintenance, and storage.

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.

Healthcare shall provide Union 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 Township Board of Education regarding the direct services of occupational and physical therapists to students of Union and when at their facilities.

4. OBLIGATIONS:

The Union Township Board of Education agrees to provide:

- 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 Union 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. It is in the best interests of the children serviced by this agreement that current medical documentation be obtained by the Union district and provided to the therapist as needed for safe implementation of physical therapy services.
- d. Union agrees not to hire therapist, including but not limited to licensed occupational therapists (O.T.), and licensed physical therapists (P.T.) provided by Healthcare for a period of two years following therapist's last date of service to Union. If any therapist actually furnished to Union by Healthcare should, within two years from the cessation of service under this agreement, be hired by Union on a temporary or permanent basis, upon the commencement of employment Union 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.

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 thirty (30) 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 Union 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 Union that are necessary to verify the nature and extent of the costs to Union 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:

Professional Liability:

\$1,000,000

Worker's Compensation:

\$ 500,000

General Liability:

\$1,000,000

The general ilability policy shall name the Township of Union Board of Education as additional insured and proof of same shall be provided on the standard ACORD form.

12. INDEMNIFICATION:

To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party for any and all claims, expenses and/or reasonable attorney fees, which may arise as a result of this engagement and/or the services provided hereunder.

13. REQUISITE AUTHORITY:

The undersigned representatives of the parties have the requisite authority from their respective entities to sign this Agreement and legally bind said respective parties.

14. 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.

EXHIBIT A BUSINESS ASSOCIATE AGREEMENTS - CONFIDENTIALITY of Patient Health Information

Trinitas Healthcare Corporation ("Healthcare") recognizes that Union Township Board of Education ("Union") 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 Union 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 Union 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 Union 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 Union any Information necessary to permit Union 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 Union, all information received from or created or received by Healthcare on behalf of Union, 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 Union's compliance with applicable regulations.

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

Altest:	CHILDREN'S THERAPY SERVICES CAROL Sound:
	SIGNED
	NAME: Carole Soricelli
	TITLE: Director of Children's Therapy Services
Attest:	UNION TOWNSHIP BOARD OF EDUCATION
Α	SIGNED
	NAME:
	TITLE:



An Alfillate of Trinitas Healthcare Corporation

Agreement made this 27th day of March 2013 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 Township Board of Education 2155 Morris Avenue Union, NJ 07083

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Whereas, Healthcare offers and/or arranges for consulting services by licensed occupational therapists (O.T.), licensed physical therapists (P.T.), 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, Union operates a department of Special Education and desires the services of a licensed occupational therapist to provide necessary occupational therapy to its students including those enrolled at The Children's institute, Verona, NJ;

and

Whereas, Healthcare desires to provide the services of a licensed occupational therapist (O.T.) to students of Union, and Union desires to receive the same, all the terms and conditions more particularly set forth herein;

Now, therefore, Healthcare and Union hereby agree as follows:

1. <u>TERM</u>:

The term of this Agreement shall commence on the 17th day of April, 2013 and shall continue until the expiration of the school year on or about June 30, 2013. 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).

2. COMPENSATION:

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

~ Eighty two dollars (\$82.00) for each hour of service rendered.

899 Mountain Avenue - Suite 1A, Springfield, NJ 07081 (973) 218-6394 Fax: (973) 218-6361 www.childtherapynj.com



The present agreement assumes the following parameters of time:

- ~ An average week consisting of twelve (12.00) hours of therapist availability to provide services.
- ~ An average four (4.00) hours x \$82.00 per hour = \$328.00 for evaluations.

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 and documentation.

Payment will be due fifteen (15) days upon receipt of bill or invoice.

Any additional agreed upon services will be billed at \$82.00 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.

Union shall only be billed for services provided by Healthcare's therapists (i) as requested by Union per student's individualized Education Program; and/or (ii) as required by law; and (iii) in accordance with best professional practice standards.

3. SERVICES:

Healthcare shall provide Union licensed occupational therapists (O.T.) in the school system (or appropriate designated area) for: twelve (12.00) hours per week for the school year and four (4.00) hours x \$82.00 per hour □ \$328.00 for evaluations.

Generally, therapy will take place between the hours of 8:00 a.m. and 4:00 p.m. with a half hour lunch break,

Only New Jersey State certified and ficensed occupational therapists and physical therapists will provide services under this Agreement.

Services include:

Occupational 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 educationally relevant goals and objectives. Progress summaries for present levels of academic achievement and functional performance (PLAAFP). Reports for tri-annual evaluations. Other reports on students who have been identified as requiring occupational therapy intervention or consultation.

Quarterly progress summaries for each student shall be billed at the hourly rate of one (1) therapy session per student, unless other arrangements are mutually agreed upon between Healthcare and the Union district.

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

Therapoutic Services:

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

Direct therapy services, provided by a licensed therapist as specified in the child's IEP by the child study team. This includes both individual and group sessions.

Consultation services, provided by the therapist to meet the goals and objectives as outlined in the IEP for classroom activities. It may include classroom teacher, specials teachers, teaching assistants, individual student's aide or parents.

Monitoring services, to maintain and support the child's ability to benefit from his/her educational program with non-direct intervention by the therapist.

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

Communication with parents/guardians regarding student's occupational therapy program, goals and/or status; this includes telephone consultation on therapy issues when the therapist is not on site.

Healthcare shall provide Union 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 Healtheare Corporation shall save and hold harmless the Union Township Board of Education regarding the direct services of occupational and physical therapists to students of Union and when at their designated facilities.

4. OBLIGATIONS:

The Union Township Board of Education agrees to provide:

- Designated, consistent, safe space conductive to occupational therapy treatment assigned per contract year, with responsibility
 for health and safety issues for students resting solely on Union 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. Union agrees not to hire therapist, including but not limited to ticensed occupational therapists (O.T.), and licensed physical therapists (P.T.) provided by Healthcare for a period of two years following therapist's last date of service to Union. If any therapist actually furnished to Union by Healthcare should, within two years from the cessation of service under this agreement, be hired by Union on a temporary or permanent basis, upon the commencement of employment Union 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.

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 thirty (30) days prior written notice thereof to the other.

8. COMPLIANCE AND APPLICABLE LAW:

To the extent applicable under Section 1861 (v)(i)(i) of the Social Security Act, as amended, Healthcare agrees with Union 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 Hoalthcare and Union that are necessary to verify the nature and extent of the costs to Union 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:

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\$1,000,000

Worker's Compensation:

\$ 500,000

General Liability:

\$1,000,000

The general liability policy shall name the Township of Union Board of Education as additional insured and proof of same shall be provided on the standard ACORD form.

12. INDEMNIFICATION:

To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party for any and all claims, expenses and/or reasonable attorney fees, which may arise as a result of this engagement and/or the services provided hereunder.

13. REQUISITE AUTHORITY:

The undersigned representatives of the parties have the requisite authority from their respective entities to sign this Agreement and legally bind said respective parties.

14. 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.

EXHIBIT A BUSINESS ASSOCIATE AGREEMENTS - CONFIDENTIALITY of Patient Health Information

Trinitas Healthcare Corporation ("Healthcare") recegnizes that Union Township Board of Education ("Union") 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 Union 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. Hoalthcare 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 Union 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 Healthcaro on behalf of Union 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 Union any information necessary to permit Union 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 Union, all information received from or created or received by Healthcare on behalf of Union, 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 Union's compliance with applicable regulations.

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

TOMETAG DEAL THO ARE CORROBATION

Anost:	CHILDREN'S THERAPY SERVICES
Therene Lewis	SIGNED formsell
	NAME: Carole Soricelli
	TITLE: Director of Children's Therapy Services
Attest:	UNION TOWNSHIP BOARD OF EDUCATION
-	SIGNED
	NAME:
	TITLE;