

File

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

TO: Dr. Scott Taylor

C: Dr. Gretel Perez
Gerald Benaquista
Diane Cappiello
Yolanda Koon
Bernadetta Watson

From: Kim Conti 

Re: Board Agenda

Date: November 2, 2022

Approve New Jersey Pediatric Feeding Associates LLC to provide a Feeding Evaluation at the rate of \$850.00 per evaluation and Feeding Training at the rate of \$200.00 per student for the 2022-2023 school year, not to exceed \$2,100.00.
(Account #11-000-219-320-01-19)



ORAL MOTOR/FEEDING AND SWALLOWING
EVALUATION/TRAINING CONTRACT AGREEMENT

Union County School District is agreeing to contract New Jersey Pediatric Feeding Associates, LLC for the provision of oral motor, feeding, and/or swallowing evaluation and/or staff training.

Services are described as follows:

Oral Motor/Feeding Assessment: \$850.00

Staff feeding training for pupil: \$200.00

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE SERVICE PROVIDER WILL:

1. Perform Oral Motor, Feeding, and/or swallowing services in accordance with the individual education program (IEP) for the individual;
2. Provide the following services through the assigned therapist:
 - Set up appropriate treatment plan and assist in establishing short and long term goals for inclusion on the Individual Education Program.
 - Assist with selection and/or modifications of equipment, appliances, to meet the student's needs.
 - Instruct the student, ancillary staff, and/or teacher in activities to be instituted in accordance with established goals.



3. Share information with teacher/aide who may be responsible for coordinating the educational program of identified student.
4. Complete the clinical report within 2 weeks of consultation for incorporation into the educational record of the student receiving the evaluation.
5. *New Jersey Pediatric Feeding Associates, LLC* will provide professional liability insurance for those individuals directly providing service to the student, which will hold harmless the school district for possible incidents, which may occur during the evaluation process provided New Jersey Pediatric Feeding & Therapy Associates, LLC.
6. Conform to all reasonable policies and procedures of Union County School District and the New Jersey State Department of Education Regulatory Statutes.
7. Contracting agency will not attempt to collect for evaluation and/or therapy services from either student, family, or any governmental, private, or public agency other than Union County School District for the agreed upon services;
8. Union County School District will:
 - Be responsible for payment of fees for services rendered by New Jersey Pediatric Feeding & Therapy Associates, LLC. Payment will be made 30 days from receipt of invoice.
 - All board approvals and purchase orders (PO) must be signed and submitted prior to the evaluation. No additional appointments will be added to the calendar if the District has outstanding bills.
9. New Jersey Pediatric Feeding & Therapy Associates, LLC will not be bound by Union County District Calendar and will be permitted to execute services despite observable holidays; snow days; etc.



This Agreement shall not be amended without mutual agreement.
If both parties agree to the provisions of this contract and no written modifications are requested, this Agreement shall remain in full force and effect until one of the parties gives thirty (30) days notice in writing to the other party of its intention to terminate this Agreement.

Signature required below:

Superintendent, Union County School District

Date: _____

Nancy Calamusa MA, CCL-SLP

Nancy Calamusa, Owner/Director, New Jersey Pediatric Feeding & Therapy Associates, LLC

Date: 10/18/2022

RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement between New Jersey Feeding Associates, LLC and the Union Tp. Board of Education. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

I. Licensing/Certification

Provider shall only provide employees who are licensed or certified as may be required by State law.

II. Criminal Background Check

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

III. Sexual Abuse/Child Abuse Disclosure Release Form

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as "Pass the Trash", the "PTT Law"), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

IV. Insurance

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees which may give rise to liability under this Agreement. Coverage shall be written on a "claims made basis" for a minimum of One Million Dollars (\$1,000,000.00) per individual and in the sum of Two Million Dollars (\$3,000,000.00) per occurrence.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.

V. Indemnification

Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.

VI. Billing and Payment of Personnel.

- A. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
- B. Provider shall forward to Board an itemized bill on a monthly unless Board requires more frequent billing.
- C. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. Provider shall be paid in accordance with the fees set forth in the attached Agreement, provided that the total compensation for the **2022-2023 school year shall not exceed \$2,100.00 There shall be no change in rates for the 2022-2023 school year.**
- E. Provider shall provide notice to the Board if payment has not been received within five days of the date by which compensation should be made for services satisfactorily performed. Conditioned upon receipt of written notice of non-payment, interest for payment shall accrue at one percent (1%) per year, commencing on thirty days past the date by which compensation should be made for services satisfactorily performed.

VII. Term and Termination

- A. This Agreement will remain in effect through June 30 of the academic school year. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*

- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.
- C. Either party may terminate this Agreement for cause due to breach of any material provisions in this Agreement by giving ten (10) days prior written notice.

VIII. Public Contracting Requirements

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.
- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.
- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic

information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

IX. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. **Each Agreement, Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Rider are incorporated herein as if the same was set out in full in the text of this Rider, but to the extent any terms included in any attached document conflict with the terms of the Rider, this Rider takes precedence.**

H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

X. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

Notices to the Board shall be delivered to:

Yolanda Koon , Business Administrator/Secretary
Union Tp. Board of Education
2369 Morris Avenue
Union, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Nancy Calamusa
New Jersey Pediatric Feeding & Therapy Associates, LLC
620 Cranbury Road, Suite 106
East Brunswick, NJ 08816

SIGNATURES ON NEXT PAGE

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____