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CENTER-BASED
AGREEMENT FOR PHYSICAL THERAPY
RELATED SERVICES
SCHOOL YEAR 2022 - 2023

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

Trinitas Physicians Practice, LLC (TPP)
Children's Therapy Services
899 Mountain Avenue - Suite 1A
Springfield, NJ 07081
hereinafter to be referred to as "TPP"

and

Union Township Board of Education
2155 Morris Avenue
Union, NJ 07083
hereinafter to be referred to as "UTBOE"

Whereas, TPP offers and/or arranges for consulting services by licensed occupational therapists (O.T.), licensed occupational therapy assistants (O.T.A.), licensed physical therapists (P.T.), and/or other health professionals including occupational or physical therapy students under the direct supervision of licensed therapists, and for which TPP shall maintain the required documentation to ensure compliance with applicable state and federal regulations and to develop and implement quality services;

and

Whereas, UTBOE operates a department of Special Education and desires the services of a licensed physical therapist to provide necessary physical therapy to its students at the Trinitas Physicians Practice, LLC (TPP) center office located at 899 Mountain Avenue ~ Suite 1A, Springfield, NJ 07081;

and

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

Now, therefore, TPP and UTBOE hereby agree as follows:

1. TERM:

The term of this Agreement shall commence on the 4th day of October, 2022 and shall continue until the expiration of the school year on or about June 30, 2023. 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).

Therapy services will be available for each week within this term, following the Board approved school calendar.

2. COMPENSATION:

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

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- ~ fifty dollars (\$50.00) for each 15 minute session of service rendered.
- ~ seventy five dollars (\$75.00) for each 30 minute session of service rendered.
- ~ ninety dollars (\$90.00) for each 45 minute session of service rendered.
- ~ one hundred fifteen dollars (\$115.00) for each 60 minute session of service rendered.
- ~ two hundred fifty dollars (\$250.00) for each Re-Evaluation of service rendered.
- ~ three hundred fifty dollars (\$350.00) for each Initial Evaluation of service rendered.
- ~ one thousand dollars (\$1,000.00) for each Sensory Integration and Praxis Test (SIPT)

The present agreement assumes the following parameters of time:

- ~ An average week consisting of *therapist availability* to provide services.

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

TPP requires a twelve (12) hour cancellation notice, otherwise UTBOE will be billed for the entire session.

Any additional agreed upon services will be billed at the above session rates.

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, TPP shall have the right in its sole discretion to discontinue further performance of this Agreement, in addition to any other available right or remedy. The parties shall consult and agree upon acceptable forms of written voucher(s) and/or receipts with respect to payments.

3. SERVICES:

TPP shall provide UTBOE licensed physical therapists (P.T.) at the Trinitas Physicians Practice, LLC (TPP) center office located at 899 Mountain Avenue ~ Suite 1A, Springfield, NJ 07081 for the school year.

Service hours are based on therapists' total workload, which includes the following:

Physical therapy screenings and evaluations as approved by the child study team supervisor. Billing for screenings/evaluations are included in the monthly totals at the hourly rate listed above.

Documentation including:

Student attendance log,* Annual Present Levels of Academic Achievement and Functional Performance (PLAAFP's) and educationally relevant goals and objectives. Progress summaries for PLAAFP's. Reports for evaluations. Other reports on students who have been identified as requiring physical therapy intervention or consultation.

Progress summaries and PLAAFP's for each student shall be written in lieu of one (1) therapy session per student, as will attendance at IEP meetings unless other arrangements are mutually agreed upon between TPP and the UTBOE district.

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

Therapist's session notes will be maintained/stored by Trinitas Physicians Practice, LLC (TPP) and are available to district/school upon request.

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Therapeutic Services:

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

Direct therapy services, provided by a licensed therapist as specified in the child's IEP by the child study team or 504 Plan. This includes both individual and group sessions.

Consultation services, provided by the therapist to meet the goals and objectives as outlined in the IEP or 504 Plan for classroom activities. It may include classroom teacher, specials teachers, teaching assistants, individual student's aide or parents.

Consultation with education staff and participation in interdisciplinary meetings. Ongoing written and verbal communication with appropriate district personnel regarding: Changes in the status of the children serviced. Changes in the therapy schedule. Environmental suitability. Equipment ordering, maintenance, and storage.

Consultative and direct services as requested for Intervention and Referral Services (I & RS), Response to Intervention (RII), Positive Behavioral Supports (PBS) and Universal Design for Learning (UDL).

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

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

Travel between designated schools within the district and travel to and from out of district schools as requested.

TPP shall provide UTBOE 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 Physicians Practice, LLC (TPP) shall save and hold harmless the Union Township Board of Education regarding the direct services of occupational and physical therapists and assistants to students of UTBOE and when at their designated facilities.

4. OBLIGATIONS:

The Union Township Board of Education agrees to provide:

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

Trinitas Physicians Practice, LLC (TPP) 899 Mountain Avenue -- Suite 1A, Springfield, NJ 07081 Fax: (973) 218-6351
RWJBarnabas Health

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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 ninety (90) days prior written notice thereof to the other.

8. COMPLIANCE AND APPLICABLE LAW:

To the extent applicable under Section 1861 (v)(1)(I) of the Social Security Act, as amended, TPP agrees with UTBOE 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 nature and extent of the costs to UTBOE 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:

TPP Facility Professional Liability:	\$1,000,000
General Liability:	\$1,000,000

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

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12. MISCELLANEOUS:

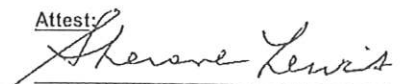
This Agreement shall bind and insure to the benefit of the parties and their respective successors and assigns. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement cancels and supersedes all prior Agreements and understandings oral or written, between the parties.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


EXHIBIT A

BUSINESS ASSOCIATE AGREEMENTS - CONFIDENTIALITY of Patient Health Information

Trinitas Physicians Practice, LLC ("TPP") recognizes that Union Township Board of Education ("UTBOE") 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. TPP may not use or disclose Information in any manner, for any purpose, except to carry out its obligations to provide to UTBOE those Services specified in this Agreement. TPP shall not use or further disclose Information other than as permitted by this Agreement or as required by law. TPP 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 UTBOE any use or disclosure of the Information not provided for by this Agreement of which TPP becomes aware; shall ensure that any agents, employees or subcontractors to whom it provides Information received from or created or received by TPP on behalf of UTBOE agree to the same restrictions and conditions that apply to TPP 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 UTBOE any information necessary to permit UTBOE to account for its disclosures under applicable regulations. At the termination of this Agreement, to the extent feasible, TPP shall return or destroy, at the discretion of UTBOE, all Information received from or created or received by TPP on behalf of UTBOE, or, if returning or destroying the Information is not feasible, shall extend the foregoing protections to the Information in perpetuity. TPP 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 UTBOE's compliance with applicable regulations.

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

Attest:

SIGNED

TRINITAS PHYSICIANS PRACTICE, LLC (TPP)
CHILDREN'S THERAPY SERVICES

SIGNED

NAME: Carole Soricelli
TITLE: Director of Children's Therapy Services

Attest:

UNION TOWNSHIP BOARD OF EDUCATION

SIGNED

NAME: _____
TITLE: _____

DATE: _____

DATE: _____

RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement between Trinitas Children Therapy 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 \$4,500.00 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 (5) 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:

Kevin Nelson, MS OTR
Therapy Center Manager
Trinitas Children Therapy
899 Mountain Avenue, #1A
Springfield, NJ 07081

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: _____

SCHEDULE A – FEE SCHEDULE

- **Physical Therapy for 30 minutes -- \$75.00**
- **Physical Therapy for 45 minutes -- \$90.00**

NOT TO EXCEED \$4,500 for 2022-2023