

## **Agreement to Provide**

### **Professional Services**

This Agreement made this 2nd day of March, 2021 By and Between, J and B Therapy, LLC with offices at P.O. Box 151, Augusta, New Jersey 07822 and Green Hills School District with offices located at 69 Mackerley Road Greendell, NJ 07839 (hereinafter “school district” or “district”).

#### **WITNESSETH:**

WHEREAS, Contractor is engaged in the provision of professional services including but not limited to: occupational, physical and/or speech therapy services, behavioral support services, educational support services, psychological services, social work services, home instruction services, and reading specialist services (hereinafter “services”) and related services through licensed professionals and aides and school district is in need of such services for certain of its students and wishes to secure the services of professionals through Contractor and Green Hills School District. WHEREAS, the parties wish to set forth the terms upon which said services will be provided,

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties hereto covenant and agree as follows:

A. SCOPE OF SERVICES: Contractor will provide for school district’s account and at school district’s expense, services to those students who are referred by the school district, under the supervision of the Director of Special Services of the school district or such other person as is specified by the district, in writing. Contractor will maintain records as required by the I.E.P. and will verify that all professionals furnished by Contractor maintain current licensure and registration

as required by state and federal law. Contractor will likewise verify that professionals so furnished will have school certification including criminal history check as well as professional liability insurance in the amount of \$1,000,000/\$3,000,000. The following services will be provided:

1. Provision of screenings as requested by the child study team;
2. Provision of direct treatments as specified by the I.E. P.;
3. Provision of indirect service for I.E.P. meeting as well as monitoring, consultations, parent meeting and progress report writing;
4. Provision of written documentation, including daily notes, quarterly or other progress notes, evaluations, screening reports, goals and objectives;
5. Provision of meeting time with Administrators/Director of Special Services as mutually agreed by the school system and Contractor;
6. Such additional services as shall be mutually agreed upon by Contractor and school district prior to the provision of such services

**B. PAYMENT FOR SERVICES AND BILLING:** Services furnished will be recorded and accounted for by Contractor in terms of hours and dates worked and same will be detailed on billings to be submitted by Contractor for which services school district agrees to pay at a rate per hour or per service so billed as listed below:

<b>Service</b>	<b>Rate</b>
Occupational, and/or Speech Therapy	\$85.00/hour
Physical Therapy	\$87.00/hour
Educational Support Services (LDTC)	\$90.00/hour
Psychologist Services	\$90.00/hour
Evaluations*	\$405.00/evaluation
Behavioral Support Services as provided by BCBA/Behavioral Supervisor	\$90.00/hour (3 hours/week minimum)
Behavioral Plans & Functional Behavior Assessments#	\$90.00/hour
Behavioral Support Services as provided by a Behaviorist	\$90.00/hour
Reading Specialist	\$80.00/hour

Home Instruction	\$65.00/hour
Social Work Services	\$75.00/hour
*ABA Paraprofessional Services	\$35.00/hour
*Paraprofessional Services	\$28.00/hour
Teacher of the Deaf Services	\$135.00/hour
Administrative Fee	1%

\*Includes, but is not limited to, evaluations for Occupational Therapy, Physical Therapy, Speech Therapy, Educational Assessments, and Psychological Evaluations. Each evaluation includes but is not limited to: student record review, staff/teacher interview and consultation, parent interview, student observation, direct administration of assessments, therapist observation, completed report (with goals and objectives, as applicable). This charge is applicable regardless of whether the professional has regularly scheduled time for other student contact.

#Behavioral Plans are not to exceed ten (10) hours per plan; Functional Behavior Assessments are not to exceed eighteen (18) hours per assessment.

Billing will be based on scheduled time within a school district as mutually agreed upon by the contractor and the school district. The school district will be billed for one fifteen-minute break for a professional working from two to three and three quarter hours daily. The school district will be billed for two fifteen minute breaks for a professional scheduled to work four or more hours daily. The school district will be billed at least .5 hours daily for preparatory time for speech services. Preparatory time for services other than speech will be as agreed upon by the contractor and the school district. The minimum charge for services for a single student at a single location or at an off-site location will be .5 hours more than the treatment time, making the minimum charge no less than one hour. The school district will be billed no less than one hour for any service cancelled for any reason including student absence if the professional arrives on site for said service without prior notice of cancellation.

Contractor will submit a payment voucher attached to said detailed billing twice monthly and payment will be made not more than 30 days following the school district's receipt of the voucher and billing.

C. RESPONSIBILITIES OF THE SCHOOL DISTRICT:

1. School district will pay Contractor within 30 days of receipt of payment voucher and billing detail.
2. School district will make available all records, documentation and other information relevant to the services rendered to a particular individual upon request and as a matter of routine.
3. School district will provide supplies and equipment necessary to the provision of services rendered as determined by Contractor or the responsible professional.
4. School district will remain liable for payment of time scheduled, whether or not professional services are performed, unless failure to perform such services shall result from cancellation of school and reasonable notice of such cancellation to professional or on account of professional's absence.
5. School district will treat any confidential and or personally identifying information regarding contractor's own staff, with care and confidentiality. The school district will appropriately retain such information for no longer than is necessary for its intended purposes.

D. ASSIGNMENT OF DUTIES: School district recognizes that Contractor may assign, subcontract or delegate professional duties at any time while this contract is in effect to a licensed therapy provider capable of providing the services contemplated by the terms of this agreement.

E. CANCELLATION: Either party may cancel this Agreement by written notice to the other in accordance with the following schedule:

1. From September 1 until June 1 of the year following, cancellation will be effective upon not less than 90 days prior written notice, mailed or personally delivered after September 1, and prior to the following June 1.
2. From June 1 through September 1, cancellation will be effective upon not less than 120 days prior written notice mailed or personally delivered to the other party after June 1 and prior to the following September 1.
3. Individual services may be cancelled effective upon not less than 60 days prior written notice mailed or personally delivered between Sept. 1 and June 30<sup>th</sup>.

F. GENERAL CONDITIONS:

1. School district acknowledges that contractor, or any professional provided pursuant to the terms hereof may provide services to any other school system, facility or district or to any other client, public or private.
2. The parties agree to cooperate in all respects so as to coordinate their efforts in the production of a collaborative evaluation of the services provided to the benefit of the individuals to whom the same are afforded.
3. The School District agrees to refrain from employing or contracting directly with professionals who have worked or work with the contractor during the term of the agreement and for two years hereafter.
4. This document contains the entire Agreement between the parties hereto.
5. Mutual Agreement to Arbitrate Claims: J&B Therapy, LLC hopes that differences will not arise. If they do, the School District is encouraged to discuss and resolve them with the Contractor. If differences cannot be resolved informally between the School District and the Contractor, it is agreed that they will be resolved through

binding arbitration before a neutral panel of arbitrators. The School District and Contractor agree as a condition of Agreement to be bound by the mutual agreement to arbitrate claims. Therefore, the parties shall be precluded from bringing or raising in court or another forum any dispute that was or could have been brought or raised under the procedures set forth in this Agreement.

6. This Agreement becomes effective on July 1, 2021 and will end on June 30, 2022, unless extended by mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused these present to be signed by their authorized signatories:

\_\_\_\_\_

Green Hills School District

BY:  \_\_\_\_\_

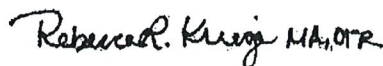
AUTHORIZED SIGNATURE

J & B THERAPY, LLC



BY:

JOHN F. KRIEGE, IV - PARTNER



BY:

REBECCA L. KRIEGE- PARTNER