

**INDEPENDENT CHILD STUDY TEAM THERAPY EVALUATIONS AND/OR SERVICES**  
**JOINT AGREEMENT**  
**BETWEEN REGION II AND NON-MEMBER DISTRICTS**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of July 2022, by and between the PASCACK VALLEY COUNCIL FOR SPECIAL EDUCATION (hereinafter referred to as "Region II"), comprised of the SCHOOL DISTRICTS OF PASCACK VALLEY REGIONAL, EMERSON, HILLSDALE, MONTVALE, PARK RIDGE, RIVER VALE, and WESTWOOD REGIONAL, bodies corporate of the State of New Jersey, located within the County of Bergen (hereinafter collectively referred to as the "Member Districts") and **Franklin Lakes Public Schools** (hereinafter referred to as the "Non-Member District"), a non-member district of Region II, is to be in effect from July 1, 2022 to June 30, 2023.

**WITNESSETH**

WHEREAS, Region II is the provider of Independent Child Study Team Evaluations and/or Services to its Member Districts; and

WHEREAS, the Member Districts of Region II desire to utilize the expertise of its Independent Child Study Team and Therapy Providers for the students of Non-Member School Districts who require such services; and

WHEREAS, Region II is prepared to and desires to furnish Independent Child Study Team Evaluations and Services to the Non-Member District; and

WHEREAS, the parties are desirous of memorializing the terms of their agreement;

NOW, THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein, the parties agree as follows:

1. Region II shall be responsible for contracting with Independent Child Study Teams and Providers to provide services to students of the Non-Member District.
2. Region II will ensure that appropriate credentials are on file for all Independent Child Study Team and Therapy Providers.
3. Region II shall verify time sheets and process payments to Independent Child Study Team and Therapy Providers monthly.
4. It is understood and agreed by the parties that Region II is not responsible for the Providers' failure to provide the services agreed upon herein, but will make every effort to provide alternative services should such failure occur.
5. Pursuant to N.J.S.A. 18A:18A-5, the services of Independent Child Study Team and Therapy Providers are professional services that are exempt from the requirements of public bidding. Therefore, Region II shall solicit quotations for Independent Child Study Team and Therapy Providers on an as-needed basis and shall award contracts, which are in the best interests of Region II and the Non-Member District, price and experience considered. Region II shall enter into a formal written contract directly with each Provider on behalf of the Non-Member District participating in this Joint Purchasing Agreement. Region II shall also issue purchase orders in its own name to the Providers and make payments directly to them. The Non-Member District shall be billed by Region II on a monthly basis for their respective shares of the Independent Child Study Team and Therapy Providers as more particularly described below. The Non-Member District shall make payment to Region II within thirty (30) days of the date of said bill.

6. Region II shall separately invoice the Non-Member District for evaluations and/or services performed by the Child Study Team and Therapy providers. Payment shall be made to Region II within thirty (30) days of receipt of said bill.

7. Evaluations and Services will be billed at the following rates:

- Learning Evaluations: \$475 + FICA and Worker's Comp.
- Psychological Evaluations: \$475 + FICA and Worker's Comp.
- Speech Evaluations: \$475 + FICA and Worker's Comp.
- Social Histories: \$375 + FICA and Worker's Comp.
- Occupational Therapy Evaluations: \$475
- Physical Therapy Evaluations: \$475
- Occupational and Physical Therapy School Based Services: \$110 per hour
- Functional Behavior Assessments (FBA): \$110 per hour + FICA and Worker's Comp.

8. Child Study Team and Therapy Providers/Evaluators will be responsible for completing assigned evaluations and/or services and prepare and submit written reports to the Non-member District.

9. The Non-Member district shall provide the necessary space, equipment, and supplies required for evaluations and/or services as set forth in this Agreement.

10. If the Non-Member district requests that any Independent Child Study Team or Therapy Provider(s) attend any meetings, the Non-Member District will be billed at the rate of \$110 per hour, per Provider, plus FICA and Worker's Comp as noted.

11. The terms and conditions of this Agreement shall not be modified except by the written consent of both parties hereto.

12. This Agreement shall be governed by the laws of the State of New Jersey. Any action arising out of this Agreement shall be brought before a court of competent jurisdiction of the State of New Jersey.

13. The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

14. This Agreement represents the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto. Any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above-written.

WITNESS:

PASCACK VALLEY COUNCIL FOR  
SPECIAL EDUCATION - REGION II

\_\_\_\_\_  
STEPHANIE DEBRUYNE  
Region II Special Education  
Coordinator, Pascack Valley  
Council for Special Education

\_\_\_\_\_  
YAS USAMI  
Business Administrator/Board  
Secretary  
Pascack Valley Regional High School District,  
LEA for Pascack Valley Council for Special  
Education - Region II

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Non-Member District  
Business Administrator/Board  
Secretary

\_\_\_\_\_  
Non-Member District  
Board President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_