

JOINT PURCHASING AGREEMENT for OUT OF REGION SERVICES

Occupational, Physical & Speech therapist, Audiologist, Behaviorist, Learning Disabilities Teacher Consultant, Psychologist, Social Worker, Teacher of the Deaf, ESL, Home Instructor, Assistive Technology, Professional Development

THIS AGREEMENT made and entered into this 1st day of July, 2018, by and between the REGION V COUNCIL FOR SPECIAL EDUCATION / RIVER EDGE BOARD OF EDUCATION (hereinafter referred to as "Region V") and the SCHOOL DISTRICT OF **Franklin Lakes, New Jersey**, bodies corporate of the State of New Jersey located within the County of Bergen (hereinafter referred to as "the Boards") is to be in effect from July 1, 2018 to June 30, 2019.

WITNESSETH

WHEREAS, N.J.S.A. 18A:18A-11 authorizes two or more school districts to enter into joint purchasing agreements to provide jointly by agreement the purchase of supplies, materials or work;

WHEREAS, all parties thereto have approved the within Agreement by Resolution; and

WHEREAS, it is the desire of all parties to enter into such Agreement for the purpose of providing the joint purchase of Occupational, Physical & Speech therapist, Audiologist, Behaviorist, Learning Disabilities Teacher Consultant, Psychologist, Social Worker, Teacher of the Deaf, Assistive Technology, and Home Instructor and other educational services on an as needed basis throughout the year.

NOW THEREFORE, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

1. Region V shall be responsible for establishing written agreements with Independent Contractors for Occupational, Physical & Speech therapists, Audiologists, Behaviorists, Learning Disabilities Teacher Consultants, ESL, Psychologists, Social Workers, Teachers of the Deaf, Assistive Technology, Home Instructors and other education services to provide services for students of the member districts of this Joint Purchasing Agreement.

2. Region V will ensure that appropriate credentials, fingerprinting, and required insurances (professional, general and WC) are on file for all independent contractors

3. Region V shall verify time sheets and process payments to the independent contractors monthly.

4. It is understood and agreed by the parties that the Region V is not responsible for the independent contractor's failure to provide the services agreed upon herein, but will make every effort to provide alternative services should such failure occur. The Region V Director will work

collaboratively with the Director of Special Education to ensure all services are effectively provided and will consider changes as requested.

5. Pursuant to N.J.S.A. 18A:18A-5, the services of Occupational, Physical & Speech therapist, Audiologist, Behaviorist, Learning Disabilities Teacher Consultant, Psychologist, Social Worker, Teacher of the Deaf , Assistive Technology , Home Instructor Services, Professional Development and other educational services are professional services that are exempt from the requirements of public bidding. Therefore, Region V shall solicit quotations for services on an as-needed basis and shall award agreements which are in the best interests of Region V and the member districts, price and experience considered. Region V shall enter into a formal written agreement directly with each independent contractor on behalf of the member districts participating in this Joint Purchasing Agreement. Region V shall also issue purchase orders in its own name to the independent contractors and make payments directly to them. Member districts shall be billed by the Region V on a monthly basis for their respective utilization of the independent contractors as more particularly described below. The member districts shall make payment to the Region V within thirty (30) days of the date of said bill.

6. Child Study evaluations: Region V shall separately invoice the member districts for these services in connection with evaluations performed by the independent contractors. The rate per evaluation is \$320.00, plus a 7% out of region fee. The rate per Assistive Technology evaluation is \$1,200.00. Payment shall be made to Region V within thirty (30) days of receipt of said bill.

7. Direct Services: Occupational, Physical & Speech therapist, Behaviorist, Learning Disabilities Teacher Consultant, Psychologist, ESL, Teacher of the Deaf, Social Work and other educational services. The rate for these direct services is \$70.00 per hour, plus a 7% out of region fee. The rate for Audiological Services is \$130.00 per hour and the rate for Home Instructors is \$50.00 per hour. Region V shall provide member districts an itemized monthly invoice based on actual number of hours per month per discipline. Other rates will be quoted based on the District request to Region V.

8. Region V's responsibility for payment of the contract sum is contingent upon the receipt of funds from the member district.

9. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be available and open to public inspection during business hours at the Board Office of each District.

11 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto 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.

ATTEST

FRANKLIN LAKES, NEW JERSEY

Business Administrator/
Board Secretary

Board President

Dated: _____

Dated: _____