

Malverne UFSD
LETTER OF AGREEMENT FOR PROVISION OF EVALUATION & THERAPY SERVICES TO
Malverne UFSD



This document serves as written agreement between the **Malverne UFSD** ("Facility") and **All About Kids, SLP, OT, PT, LMSW, Psychology, PLLC** (hereafter referred to as "Provider" &/or All About Kids) for the purpose of providing direct Therapy, Evaluations, Screenings, Consultations, Group Therapy Services, that are inclusive of, but not limited to, Special Education Services, Autism Services/ABA Therapy/Behavior Intervention Services, Speech/Language Therapy, Feeding Therapy, Occupational Therapy, Physical Therapy, Group OT, PT, SP Therapy, Counseling, Resource Room Services, Parent Training, Professional Development, Tutoring, Attendance at §504 or CSE meetings, and any other services as needed per attached Attachment A., in accordance with the student's IEP. This agreement is effective July 1, 2022 - June 30, 2023 unless terminated before June 30, 2023 pursuant to paragraph "9" of this agreement.

1. The Facility hereby engages provider who shall provide conscientious, competent, and diligent trained professional(s) or therapist(s) who shall be licensed or certified by the State of New York or trained to provide professional services in accordance with recommendations of the Chairperson of the Committee on Special Education as set forth in the Student's Individualized Education Program and who will comply with all applicable federal and state regulations, conform to professional code of ethics, and comply with the rules and regulations of the State Education Department and New York State Department of Health and those of the Facility.
2. Licensed or certified therapist (s) and other trained and experienced individuals shall perform those services as requested by the Facility at the frequency and duration as set forth in the student's Individualized Education Programs ("IEPs") receiving services pursuant to this agreement and provide signed and dated report of services findings and progress at intervals set by the Facility.
3. The hours of services billed will be according to the total hours a therapist/teacher is at the Facility (School District) or authorized off-site locations. If requested by the Facility, All About Kids will provide an itemized bill for services authorized at Private Schools in order to assist the Facility (District) in its requirement to bill District of Residence.
4. Rates: Please see Attachment A. **For contracts with renewal clauses/extensions, All About Kids reserves the right upon renewal after the first year of a contract to increase its quoted rates to the corresponding Consumer Price Index (CPI) in NY State & applicable to the District's county location, or by 2%, whichever is higher on the signed date of renewal.

Please note, any information contained herein is the sole property of All About Kids™ and cannot be shared with any other entity without prior written permission from All About Kids™.

5. Each party agrees that all personal information received from other under this Agreement shall remain confidential and that such information will not be released, except as required by governmental regulations pertaining to student records or third-party reimbursement sources for substantiation of such qualifications of Provider or the employees or independent contractors it employs. All students' records, logs, etc. maintained by Provider will be the property of the District, and will be considered to the mandated records.
6. Facility agrees not to enter into any direct employment or independent contractor Agreement with a therapist or trained professional hired by Provider for a period of one (1) calendar year following completion of contract with Provider.
7. Provider shall submit a monthly statement of all charges payable by the Facility to the Facility Administrator or designee. The statement shall include time sheets and attendance, types of services rendered and fees payable if requested, and, if required by Facility, shall identify names of clients treated. The facility shall pay any and all sums due and owing to Provider, including sums received from reimbursement sources. The Facility will remit the total amount payable to the Provider within sixty (60) days of receipt of such monthly statement based on enrollment.
8. This Agreement shall become effective July 1, 2022. This Agreement may be modified or amended from time to time by mutual agreement of the parties, in writing, and any such modifications or amendments shall be attached to and become part of the Agreement.
9. This Agreement can be terminated by either party to this contract without specific cause by giving at least thirty (30) days advance notice in writing, return receipt, registered mail. Upon termination there shall be no further obligation of the provider to the School District or from the school District to the provider except for 1) any unpaid balances for services rendered by the provider and 2) all reports and services due to the School District must be completed by the provider within 30 days of contract termination.
10. This Agreement shall not be assigned without the advance written consent of both parties.
11. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any provisions, contracts, or memoranda between parties hereto and between the Facility and All About Kids and may be modified only by a written instrument agreed to and executed by both parties.
12. Assignment of therapists or trained professionals must be approved by the Facility.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any portion of this agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
14. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, handicap, or sponsorship.
15. Provider shall be responsible for compliance with the requirements of Project Save and the Safe Schools Acts, and FERPA with respect to any person providing services by provider under the terms of this Agreement. All persons providing services by or through Provider under the terms of this Agreement shall have received appropriate fingerprinting clearance as required by law, prior to providing services to the Facility's students. Appropriate written proof of such clearance

shall be provided to the Facility prior to such person(s) providing services to the students, if requested.

16. This agreement and any amendments to this agreement will not be in effect until approved by the District.
17. The Facility reserves the right to reject any of the Provider's staff, which the Facility in its reasonable discretion may deem unqualified.
18. The Provider represents this it is in good professional standing with and possesses current and valid license(s), if any, necessary to perform the services under this agreement. Provider represents it is not currently charged, nor in the past has been charged, with any criminal, professional misconduct or incompetence.
19. Provider shall provide copies of licenses of all professionals servicing the Facility upon the execution of this agreement if requested by the Facility. In the event that the license(s) of the Provider or any of its agents or employees is revoked, terminated, suspended or otherwise impaired, or if any litigation becomes pending against the Provider, or in the events that the Provider receives notice of such impending action, the Provider shall immediately notify the Facility through Superintendent of Schools.
20. The Provider, at its sole expense, shall procure and maintain such policies as comprehensive general liability, malpractice and other insurance as shall be necessary to insure the Facility as additional insured, if requested. Upon the execution of this agreement, the Provider will supply District with a copy of said policy(s) if requested.

IN WITNESS WHEREOF, the parties here have affixed their signatures and executed this Agreement as of the date first above written.

**ALL ABOUT KIDS, SLP, OT, PT, LMSW,
PSYCHOLOGY, PLLC**

Michael L. Grossfeld

Michael L. Grossfeld

Director/Member/Owner

Title

Date: 4/18/2022

MALVERNE UFSD

Print or type name

Signature

Title: (must be authorized to sign contract)

Date: _____