

Port Jefferson Station  
Office  
Sensory Gym  
& Speech Language Center  
299 Hallock Avenue  
Port Jeff Station, NY 11776  
631-473-4284  
Fax: 631-331-2204



Farmingdale Office  
500 Bi-County Blvd - Suite  
450  
Farmingdale, NY 11735  
718-264-1640  
212-752 -1316  
Fax: 631-420-8636

This agreement made between New York Therapy Placement Services, Inc., 299 Hallock Avenue, Port Jefferson Sta., NY 11776, hereinafter referred to as the "Agency" and Malverne Union Free School District, 301 Wicks Lane, Malverne, NY 11565, hereinafter referred to as the "School". The terms of this agreement shall extend from July 1, 2022 to June 30, 2023.

**NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:**

1. At the School's request, the Agency will place the following service providers: occupational therapists, speech therapists, physical therapists, special education teachers, ABA aides and certified social workers, to provide related services to school age children as mandated by the student's IEP.

The Agency will bill the School the following rate for professional services rendered by service providers placed by the Agency:

**OCCUPATIONAL THERAPY**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Group)
In District	\$42.00	\$29.00 per child
Child Seen at Home or at Private or Parochial School	\$50.00	\$29.00 per child

Total Classroom Push-in Model	42 minutes	30 Minutes
OT Consultations	\$92.00 per session	\$68.00 per session

Kindergarten Hand Skills	45 minutes	30 minutes
Week 1-6	\$90.00 per push-in entire class	
Week 6-12		\$68.00 per 30 minutes group session
<u>Handwriting Programs</u>		\$68.00 per group session

2. Bills for services rendered by the service provider will be submitted by the Agency on behalf of the service providers on a monthly basis and payment will be made by the School within a thirty-day period.
3. In establishing the services herein specified, the Agency is acting as a central repository of licensed and insured practitioners, who shall be free to exercise their own professional discretion as to the means and manner in which these services are to be performed pursuant to New York law. However, such performance shall be in accordance with currently approved methods and practices of their profession.
4. Services will be provided by New York State licensed and registered occupational therapists, certified occupational therapy assistants, New York State licensed and registered physical therapists, certified speech pathologists, certified special education teachers and certified social workers.
5. The School shall not enter into a separate agreement with any practitioner referred by or working through or with the Agency to the School hereunder for the duration of this agreement and for a period of two years thereafter. Should the School enter into such an agreement, the Agency will reserve its right under New York State law.
6. Services shall be provided to all persons regardless of race, creed, color, national origin, sex, sponsor, or handicap.
7. The School retains final professional and administrative responsibility for any services rendered.
8. The School shall retain responsibility for obtaining medical prescriptions and blanket consent for evaluation/annual review testing from Parent/Guardian of students referred to New York Therapy Placement Services for related services prior to referring students to New York Therapy Placement Services. The School shall maintain prescriptions and blanket consent forms on file and forward copies upon request of Agency or Therapist. According to subdivision (b) of section 200.2 of the Regulations of the Commissioner of Education school district administration is responsible for providing NYTPS a paper or electronic copy of students IEP prior to the implementation of services by the service provider.
9. The Agency will ensure the service providers assigned to the School will input all Medicaid documentation on a timely basis into the Medicaid approved system that the School uses. (e.g. IEP Direct, Kinney, Cleartrack).
10. The Agency shall be responsible for assuring that any service provider providing services to students in covered schools will have received appropriate initial fingerprint clearance with NYS in compliance with the Project SAVE and SAFE SCHOOLS ACT. School

will retain responsibility to verify and obtain School clearance for each service provider servicing students under this agreement according to the New York State Safe Schools against violence in education (SAVE) legislation.

11. The School agrees to keep all information contained within this contract confidential as may be appropriate and shall not disclose the contents thereof with Agency personnel or contractees.
12. Notwithstanding any other provisions in this contract, the School shall be responsible for advising the Agency of specific services provided pursuant to this contract which must comply with pertinent provisions of federal, state, and local statutes, rules and regulations.
13. Should any part of this agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this agreement. Such remaining parts shall remain in full force as if this agreement has been executed with the invalid part eliminated.
14. The School further agrees that it shall defend, indemnify and hold harmless New York Therapy Placement Services, Inc., its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the School or any of its officers, directors, agents or employees taken or made with respect to this Agreement.
15. The parties hereto agree that this Agreement is effective for the 2022-2023 school year from the date hereof. This agreement shall be considered as a firm commitment on the part of the parties hereto for a period of one (1) year commencing July 1, 2022.


**IN WITNESS WHEREOF**, this agreement has been duly executed and signed by:

\_\_\_\_\_  
**For the School**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

  
**New York Therapy Placement Services, Inc.**  
**299 Hallock Avenue**  
**Port Jefferson Sta., NY 11776**