

AGREEMENT
BETWEEN
SPRINGFIELD TOWNSHIP SCHOOL DISTRICT
AND
DIMENSIONS IN PEDIATRIC PHYSICAL THERAPY, LLC

Agreement is made this 30th day of March, 2022 by and between **Springfield School District**, (hereinafter referred to as “School”) and **Dimensions in Pediatric Physical Therapy, LLC** (hereinafter referred to as “DPPT”).

WITNESSETH

Whereas, School desires to engage the services of DPPT, a New Jersey Limited Liability Company which provides physical therapy for the benefit of children; and

Whereas, DPPT is willing to provide School physical therapy by therapists, registered and practicing their profession under the laws of New Jersey:

In consideration of the mutual consideration herein set forth, the parties intending to legally bound hereby agree as follows:

1. The therapy services provided by DPPT shall be of a quality consistent with the generally accepted standards for the physical therapy profession as defined under the Code of Ethics of the American Physical Therapy Association and all applicable laws and regulations and be performed in accordance with reasonable rules, regulations and policies of the School. DPPT has sole and absolute discretion as to manner method and forms of treatment so long as they are in accordance with the reasonable rules, regulations and policies of the School
2. DPPT shall furnish to such clients of the School, as designated by the School during the term of this Agreement, such therapy services as are deemed necessary on a case-by-case basis as determined by the Physical Therapist and Director of the Child Study Team. The Physical Therapist will participate as a member of the related services team, assist in developing an appropriate treatment plan to be incorporated into each individual’s IEP as well as adhere to the established IEP for each student.
3. DPPT shall be responsible for coordinating, scheduling and providing staffing for services to be rendered.

4. In fulfilling this Agreement, DPPT shall consult and communicate with the Clinical Coordinator/Child Study Team Coordinator, teachers and when appropriate, others involved in client care.
5. This Agreement shall commence on July 1st, 2022 and terminate on June 30, 2023.
6. DPPT agrees to provide, as requested, customary and reasonable inservice education programs to the personnel of the School in areas related to Physical Therapy. Such services will be provided on a fee for service basis with charges to be determined and agreed upon by both parties.
7. All DPPT therapists shall be covered by professional liability insurance in an amount of and not less than \$1,000,000 per claim, \$3,000,000 aggregate. DPPT shall provide the School proof of such coverage and agrees to notify the Board promptly if such insurance coverage is canceled or reduced. All DPPT therapists shall be licensed in the State of New Jersey and certified by the State of New Jersey Department of Education. DPPT will maintain updated documentation of these credentials.
8. School agrees not to actively solicit for hire any Physical Therapist affiliated with DPPT during the term of the Agreement and for a period of two (2) years following termination of said affiliation with DPPT without a written waiver by DPPT.
9. School shall compensate DPPT for all therapy services rendered, at a rate of \$80.00 per hour.
10. DPPT shall bill School for services rendered on a monthly basis. School shall remit all amounts payable to DPPT in full within thirty (30) days following receipt of each such statement.
11. Both parties agree to comply with the requirements of Title VI of the Civil Rights Act of 1964.
12. Any notice required under this Agreement shall be in writing, sent by certified mail return receipt requested, to the respective parties at the addresses indicated below:

In the case of the School:

Springfield Township School District
Special Services Department
2146 Jacksonville-Jobstown Road
Jobstown, NJ 08041
Attn: Craig Vaughn

In the case of DPPT:

Dimensions in Pediatric Physical Therapy, LLC
2 Pommel Court
Mt. Laurel, NJ 08054
Attn: Andrea Matez-Morris, P.T.

13. DPPT agrees to keep and make available, all of its books, documents and records as such relate to any work performed pursuant to the Agreement and for a period of three (3) years after termination of this Agreement.

14. This Agreement constitutes the entire understanding of the parties with respect to the matters contemplated and dealt with hereby. Any modifications or changes hereto shall be in writing and signed by both parties.

15. If any provision or part of this Agreement shall be deemed to be unlawful or invalid for any reason, only such provisions or part(s) shall be eliminated and the remaining provisions or parts hereof shall remain valid and binding upon the parties.

16. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

IN WITNESS WHEREOF, and in tending to be legally bound, the parties hereto set their hands and seals.

By: _____

Springfield Township School District

Title: _____

Date: _____

By: _____

Dimensions in Pediatric Physical Therapy, LLC

Title: _____

Date: _____