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CONSULTANT AGREEMENT

This Agreement dated April 24, 2014, is made between the Black Horse Pike Regional School District and Rehab Connection, PC (Consultants).

- I. In consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:
- A. Consultant will provide Occupational/Physical Therapy Services to students attending the Black Horse Pike Regional School District on an individual and/or group basis with the following enumerated understandings:
1. Consultant will provide between 4 and 5 hours per week of **Occupational Therapy**, based on a regular 5 day school week to the Black Horse Pike Regional School District.
 2. Consultant will provide between 7 and 8 hours per week of **Physical Therapy**, based on a regular 5 day school week to the Black Horse Pike Regional School District.
 3. Additional consultant work may be provided by Rehab Connection to the Black Horse Pike Regional School District, upon request, if Rehab Connection has availability. Consultant reserves the right to add an amendment for an adjusted rate, if necessary, if additional hours are required.
 4. The billable service time will also include any directly related travel, (for non-public schools, travel will be charged to and from school), written reports, evaluations, reevaluations, prep and clean up time, meetings, consultations requested by the district, and any cancellations without 24 hours notice.
 5. The district will pay the consultant fee of \$80.00 per hour for all Occupational Therapy services rendered and \$80.00 per hour for all Physical Therapy services rendered. The consultants will provide to the district monthly invoices, time logs and vouchers by the last day of each month. The district will be responsible for paying, in addition to the principle amount billed, a 5% per month late charge for each month or a

portion thereof, that payment of the billing is late. These fees will be paid to the consultant by the district within thirty (30) days of receiving the monthly vouchers, payable to: Rehab Connection, PC. 50 E. Gloucester Pike, Barrington, New Jersey 08007.

II. INDEPENDENT CONTRACTOR: It is expressly acknowledged that consultant is an independent contractor and shall be free to exercise discretion and independent judgment as to the method and means of performance of services requested hereunder. Consultant is not an employee of the Black Horse Pike Regional School District and shall not by virtue of this contract, be entitled to any benefits or privileges provided by the Black Horse Pike Regional School District to its employees. However, consultant shall comply with all laws, rules and regulations that apply to the Black Horse Pike Regional School District and/or consultant's operation. Consultant shall be responsible for payment of all FICA, workmen's compensation, withholding and all other similar payments required of consultant.

The District acknowledges that all reports and documents pertaining to the student's therapy services that are submitted to district by consultant will solely be the district's property. The district will be responsible to retain all student's records for future needs.

III. INSURANCE COVERAGE: The Consultant will provide professional liability coverage in the minimum amount of \$1,000,000.00 per occurrence. The Consultant will also provide workers compensation insurance. The District shall be named as additional insured. The Consultant shall furnish the District with a copy of the certificate of insurance prior to the rendering of the services set forth herein.

IV. INDEMNIFICATION: The Consultant, its agents, servants and employees shall indemnify and hold the Board, its members and employees harmless from any and all claims, liability, damages and/or expenses, including, but not limited to reasonable attorneys' fees, arising out of, resulting from and/or related to the consulting services which the Consultant, its agents, servants and employees render pursuant to this agreement, whereby the claims, liability, damages and/or expenses are caused by any error, omission, negligent or intentional act of the Consultant, its agents, servants and/or employees.

V. CRIMINAL HISTORY: The Consultant shall obtain a criminal history record check as set forth in N.J.S.A. 7.5 for its agents, servants and employees and shall furnish the District with verification of same prior to the rendering of the services set forth herein. The Consultant shall bear the cost for the criminal history record check.

VI. TERMS AND DURATION OF AGREEMENT: This contract will remain in force and effective from September 1, 2014 through August 31, 2015.

SCHOOL: Black Horse Pike Regional School District
580 Erial Road
Blackwood, NJ 08012

ATTENTION: David Cappuccio

CONSULTANT: Rehab Connection, PC
50 East Gloucester Pike
Barrington, NJ 08007

ATTENTION: Amy Knecht, MHS, PT QA03869

VII. **TERMINATION:** This Agreement may be terminated (I) immediately upon written notice of material breach of any party by the other party: or (II) by either party upon thirty (30) days prior written notice. Notice shall be delivered to the other party by Certified Mail, addressed as written above.


VIII. **ADDITIONAL TERMS:** For a period of one (1) year from the date of the termination of this agreement and during the terms of this agreement, the school board agrees to pay a penalty for hiring any therapist employed by or one who has been employed by Rehab Connection in the past 12 months. The penalty for hiring a Rehab Connection Therapist will be equal to the individual employee's salary for the last year employed by Rehab Connection, payable to Rehab Connection by the district.

VIII. **EFFECT OF ILLEGALITY:** If any provision of this agreement is illegal, the remainder of this agreement shall not be affected thereby.

X. **ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supercedes any prior written or oral agreement between the parties.

XI. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of New Jersey. Each party agrees to submit themselves to arbitration in the County of Camden for any litigation or disputes from this agreement. Each signer has the authority to sign on behalf of the Consultant and School Board.

REHAB CONNECTION, PC



DATED
4/24/14

BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT

DATED
