



Corporate Headquarters  
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*"Your Staffing Source for Educational and Therapeutic Professionals."*

### AGREEMENT

This letter shall serve as a Letter of Agreement ("Agreement") entered into on the 1<sup>st</sup> day of June 2017 by and between the Franklin Township Board of Education (herein designated as the "Board") and Oxford Consulting Services, Inc. (herein designated as "Oxford"). Oxford and the Board shall be referred to herein collectively as "parties" and individually as "party".

1. Scope of Services: Oxford agrees to provide Physical Therapy by a New Jersey State Department of Education Licensed and Certified Therapist (the "Therapist") for those students in the Franklin Township School District (the "School"), where services are prescribed in a student(s) Individualized Education Plan ("IEP").

2. Services Provided: Oxford Consulting Services, Inc. shall provide such therapy by a Physical Therapist on per session basis, schedule to be determined.

The payment by the Board to Oxford shall be at a rate of \$90.00/session, \$90.00 per quarter for Quarterly Progress Reports, \$90.00 per student per year for the IEP update and \$400 per Evaluation from September 1, 2017 to June 30, 2018.

3. Implementation of Therapy Goals and Objectives: All services and evaluations shall be performed in accordance with the child's IEP as developed by the Therapist.

- Implementation of therapy goals and objectives may be reached by direct related services provided by a school certified Therapist as specified in the child's IEP, as developed by the Therapist. This may include both individual and

group sessions. A therapy group shall be limited to 2-5 students, never to exceed 5 students per therapy session.

- All Therapists are available to participate and/or provide professional recommendations to Child Study Team personnel, and to parents and teachers at IEP annual review conferences.

4. Insurance and Indemnification: Oxford shall provide an appropriate Therapist that carries malpractice and other liability insurance required for the practice of their profession and conduct of their business, in the minimal amount of \$1,000,000.00 per occurrence. The Board shall be named as an additional insured on said policies. A copy of a Certificate of Insurance shall be provided to the Board at the start of the relationship pursuant to this Agreement. In exchange, the Board shall indemnify and otherwise hold harmless Oxford (and its employees and agents) from any claims or actions arising out of any services rendered or resulting in personal injury, property damage or other liabilities caused by acts or omission of any agent, department, official or other employee of the Board.

5. Independent Contractor Status of Therapists: The Board acknowledges that the Therapists are retained by Oxford solely as independent contractors. The Board does not have the right to and will not direct or control the Therapists. The Therapists shall arrange the general objectives of the performance of the services based on each student's IEP and shall cooperate with the School on the scheduling of the services to be performed. The Board, or its designee, are responsible for assisting the Therapist in developing a working schedule based upon the needs of the child. Nothing contained in this Agreement shall be construed to create any other relationship, including that of employer-employee.

6. Equipment and Supplies: The Board shall provide the Therapist with reasonable equipment and supplies as needed in order to implement a student's IEP.

7. Terms of Agreement:

(a) This Agreement shall become effective upon execution by both parties and shall remain in full force and effect until terminated by either party, from September 1, 2017 to June 30, 2018.

(b) Either party may terminate this Agreement, for any reason, upon thirty (30) days written notice to the other party.

(c) Oxford shall invoice the Board at a rate of \$90.00/session, \$90.00 per quarter for Quarterly Progress Reports, \$90.00 per student per year for the IEP update and \$400 per Evaluation. Invoices will be generated at the end of each month.

(d) The Board shall pay each invoice within thirty (30) days of receipt.

(e) Both parties agree to refrain from hiring employees of the other party during the term of this Agreement and for a minimum of one (1) year following the termination of this Agreement, unless such action is mutually agreed upon by both parties.

(f) Each party shall notify the other of cancellations due to inclement weather, staff absence, emergency closing or otherwise.

(g) The Board (or its designee) and the President of Oxford shall promptly disclose to each other any issues concerning the compliance with or violation of this Agreement.

8. This Agreement may be amended only upon the written consent of both parties.

9. Miscellaneous:

(a) Entire Agreement. This Agreement supersedes any prior agreements or understandings of the parties, whether written or oral, with respect to the subject matter hereof.

(b) Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission, sent by certified, registered or express mail, postage prepaid, or sent by reputable overnight courier. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed, or sent by facsimile transmission, or, if mailed, two days after the date of deposit in the United States mail, or if sent by overnight courier, the next business date following the date the notice is sent, as follows:

If to the Company:

Oxford Consulting Services, Inc.  
Attention: Joyce K. Salzberg, Director  
300 Corporate Center Drive  
Manalapan, New Jersey 07726  
Telephone : (732) 761-1955  
Telecopier: (732) 761-8404

If to the Board of Education:

Attn: Patricia Martucci

Telephone: (RB) 735-7939  
Telecopier: (RB) 735-0368

**Franklin Township Bd. of Education**  
226 Quakertown Road  
P.O. Box 368  
Quakertown, NJ 08868

Any party may, by notice given in accordance with this Section 9(b) to the other party, designate another address or person for receipt of notice hereunder.

(c) Amendments. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is approved, in writing, by the party or parties to which it affects.

(d) Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts executed and performed wholly within the State of New Jersey, and in the event of any dispute between the parties, adjudicated in the Courts located in the State of New Jersey.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

(f) Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as part of this Agreement a provision as similar in terms to such invalid and unenforceable provision as may be possible and be valid and enforceable.

(g) No Waiver. Neither the failure by an aggrieved party hereunder to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any remedy upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any such breach by the other party hereto, shall constitute a waiver of any such covenant, agreement, term or condition or any such breach.

**AGREED AND ACKNOWLEDGED**

For: Oxford Consulting Services, Inc.

By: \_\_\_\_\_  
Joyce K. Salzberg, Director  
Oxford Consulting Services, Inc.

Date: \_\_\_\_\_

For: Franklin Township Board of Education

By: R. Mautucci  
Title: Business Administrator

Date: 9-8-17