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BEHAVIORAL HEALTH GROUP

An Oaks Integrated Care Affiliate

November 19, 2018

Jim Edwards
Business Office
Brick Township School District
101 Hendrickson Avenue
Brick, New Jersey 08724

RE: Fit To Return Contract

Dear Mr. Edwards:

Enclosed, please find two copies of the signed Fit to Return contract for the current school year. Please sign both copies in blue ink and return one to our Administrative address; 1500 Route 88, Brick NJ 08724, keeping the other copy for your files.

Preferred Behavioral Health Group looks very forward to entering into this agreement with the Brick Township School District to provide valuable services for students posing risk of harm to themselves or others.

If you have any questions or concerns, please contact Valerie Ortense, Operations Assistant, at 732.458.1700 ext. 3153.

Warmest Regards,

Valerie Ortense
Operations Assistant
Mental Health Services for Youth and Families



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Brick Township Public Schools
101 Hendrickson Avenue
Brick, NJ 08724
Service Contract

This service contract is made as of the first day of December 1, 2018, by and between **Preferred Behavioral Health Group**, having its principle place of business at 1500 Route 88, Brick, NJ 08724 (hereinafter referred to as “Contractor” or “PBHG”) and **Brick Township Public Schools** having its principle place of business at 101 Hendrickson Avenue Brick, NJ 08724 (hereinafter referred to as “Client” or “Brick Township”).

WHEREAS, Client desires to engage PBHG to provide services as described below.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

Article 1. Scope of Work

PBHG will provide the following services:

When the Client requires a “return to school” evaluation on a particular student, PBHG will arrange for the student and his/her family to be evaluated by a Licensed Clinical Social Worker (LCSW) or a Licensed Professional Counselor (LPC). An appointment for the assessment/evaluation, when made prior to 3:00 p.m., will be scheduled within two business days from the call; provided, however, that PBHG is provided with a valid authorization from the student/ family in the form attached hereto as Schedule 1. If the child is able to return to school, documentation to return will be supplied at that time. A comprehensive report based on PBHG’s evaluation will be completed and delivered to the applicable school within Brick Township (each, a “School”) within two business days of the kept appointment at a cost of \$250.00 per report.

The evaluation will include a screening of student’s behavioral health and the evaluation report shall include:

- recommendation to return to school and/or
- recommendation for the need for further evaluation and/or services
- provisions for strategies to support students’ participation at school
- and other recommendations to assist the student

Nothing herein shall obligate PBHG to provide any further evaluations or services to the student/ family.

Article 2. Days and Hours of service to be performed

PBHG will perform the above services during the normal operating hours of PBHG.

Article 3. Duration of Contract

The initial term of this contract shall commence on December 1, 2018 and shall end on a day to be mutually agreed upon, but no later than June 30, 2019, either prior to or concurrent with the end of the school year.

Article 4. Payments

Payments for the contracted services shall be made according to the following schedule and manner:

1. As applicable, PBHG will generate and submit to SCHOOL, an invoice detailing the hourly services performed during the prior month
2. BRICK TOWNSHIP agrees to pay each invoice within 45 days of the invoice date.

Article 5. Independent Contractors PBHG shall not enter into any contracts, agreements, or other obligations with other parties which bind, or are intended to bind, the Client. PBHG shall have no authority to bind the Client to contracts or to incur any other obligations on behalf of the Client, and any such contracts or obligations entered into or incurred by PBHG shall be void.

Article 6. General Terms

A. Relationship of the Parties.

The relationship created by this Agreement between PBHG and the Client is solely one of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship between PBHG and Client, including that of employment, partnership, agency, or joint venture. PBHG shall be solely responsible for hiring and supervising any of its personnel, as well as for all payment of any kind to its personnel, including salary and benefits (if any). PBHG and its employees shall not have any entitlement to or claim against Client for salary or employee benefits of any kind, and PBHG shall indemnify and hold harmless Client from any such salary or employee benefits claim asserted by any of the PBHG's employees.

B. Taxes.



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As an independent contractor, PBHG shall be solely responsible for the timely payment of self-employment, Social Security, federal and state income, and any other taxes arising out of PBHG's performance under this Agreement ("Taxes"). PBHG shall hold harmless and indemnify Client from any liability of PBHG for Taxes, interest or penalties resulting from Services rendered by PBHG under this Agreement.

C. Compliance with Applicable Law.

At all times during the term of this Agreement, PBHG and Client shall comply with all applicable state and federal laws, including without limitation all applicable nondiscrimination, worker's compensation, occupational disease, confidentiality/ privacy, and occupational health and safety laws, statutes, regulations, and ordinances

D. Indemnification and Hold Harmless.

Each party (the "Indemnifying Party") shall defend, indemnify, protect, and hold harmless the other party and its affiliates, agents, officers, directors, and employees, from any and all liabilities, damages, losses, costs, including reasonable attorneys' fees, claims, demands, actions or judgments arising from any breach or failure to perform by the Indemnifying party of any of its duties or obligations under this Agreement or from claims asserted by a third party or the indemnifying party's employees or agents as a result of the indemnifying party's or its directors', officers', employees', agents', and representatives' negligent or intentional acts or omissions based upon or arising out of performance under this Agreement. This indemnification obligation shall survive expiration or termination of this Agreement.

E. Confidentiality.

(i) Confidential Information. PBHG and Client shall not disclose, orally or in writing, to any person other than the members, shareholders, directors, owners, managers, officers, employees, agents, advisors or affiliates (collectively, the "Representatives") of the parties hereto, or to any government authorities, or as required under applicable law, any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings, or finances of the other party furnished directly or indirectly by such other party and expressly identified as confidential information (collectively, the "Confidential Information") without the prior written consent of the other party. As used in this Agreement, the term "Confidential Information" does not include any information which: (i) at the time of disclosure is generally available to and known by the public (other than as a result of disclosure directly or indirectly by the receiving party); (ii) was available to either party on a non-confidential basis from a source other than a party to this Agreement, provided that such source is not and was not bound by a confidentiality agreement with the party hereto; (iii) has been independently acquired or

developed by either party without violating any of the obligations hereunder; or (iv) such disclosure is required by law.

(ii) **PBHG Information.** All proceedings, files, records, and related information of PBHG, its staff and committees, including those pertaining to the PBHs' strategic and financial processes and to the evaluation and improvement of the quality of student care, shall be and remain the property of PBHG, are Confidential Information, and shall be subject to the protection of this section. In arranging for PBHG services under this Agreement, Client shall need to disclose students' personally identifiable information to PBHG and its employees. Client shall ensure that it has all appropriate consents for such disclosures, and Client represents, warrants and covenants that it shall not provide any personally identifiable information (either from educational or health records) to PBHG without receipt of such consent. Client shall provide PBHG of evidence of such consent upon request.

(iii) **Student Records and Information.** . Any and all student records, charts and reports created by PBHG in its evaluation and, as applicable, treatment of patients shall be and remain the property and responsibility of PBHG. PBHG shall ensure that its employees maintain confidentiality with respect to any such personally identifiable information under the control of the Employees in accordance with applicable law. Student records, reports and information will only be released to Client following receipt of a signed authorization from parent or guardian or from the student if over 18 years of age. PBHG and its employees will ensure that information is transmitted to Client in a safe and secure manner to an identified individual in order to maintain confidentiality at all times.

(iv) Once the above stated authorization has been obtained, "Fit to Return/Evaluations" will be provided for the School Crisis Team and/or Child Study Team as directed by Client.

(v) An invoice which includes the student's name, type of evaluation and date of the evaluation will be submitted to the school's financial services department.

(vi) **Return.** Each party agrees to immediately return to the other party or destroy all Confidential Information of the other party in its possession, custody or control in whatever form help (including all copies of all written documents relating to that) upon termination of the Agreement or at any time, or from time to time, upon the request of the other party.

HIPAA Compliance. In connection with the provision of Services under this Agreement, PBHG, Client and PBHG's employees shall comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations there under as amended from time to time (collectively, "HIPAA"). PBHG and Client shall each ensure that its work force members will only use or disclose personal health information ("PHI") (as defined in HIPAA) which is received by a work force member of either party under this Agreement, as required (i) under this



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Agreement, (ii) pursuant to any executed authorizations, (iii) by PBHG pursuant to the HIPAA rules, or (iv) by law. PBHG and Client shall each further ensure that their work force members shall use appropriate safeguards to prevent any misuse of PHI, take appropriate action to ensure that other persons appropriately safeguard and use PHI, report any known improper disclosure or use of PHI to other party, and upon the termination of this Agreement for any reason, PBHG will return or destroy all PHI except for that which was created by PBHG in its treatment/ evaluation of its patients, and which would be maintained by PBHG as a covered entity.

The obligations and covenants set forth herein shall survive termination or expiration of this Agreement.

F. Termination.

(i) Termination Without Cause. Either party may terminate this Agreement at any time during the initial term or any renewal, extension, or continuation hereof, without cause or penalty, by giving 30 days prior written notice of termination to the other party.

(ii) [Intentionally omitted.]

(iii) Parties' Obligations in For Cause and Immediate Termination. Either party may terminate this Agreement immediately in the event of a material breach of this Agreement or pursuant to section G of this Agreement. In the event of such termination, Client shall pay PBHG for all services rendered pursuant to this Agreement up to the date of termination..

(iv) Cooperation on Termination. Upon the appropriate termination of this Agreement, PBHG and any employees at that time performing Services under this Agreement agree to reasonably cooperate and not in any way hinder the professional and orderly transfer of services to a new contracting arty or employees who will provide services, including cooperation during a transition period. The obligations stated in this paragraph shall expressly survive the termination of this Agreement.

G. Amendments, Regulatory Termination.

(i) This Agreement may only be amended in writing signed by both parties.

(ii) Triggering Events. Unless amended as described in subparagraph (iii) below, this Agreement will be terminated if, in the opinion of legal counsel for either party, exercised reasonably, any term of this Agreement or performance hereunder becomes a risk to:

(a) The licensure of either party;



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- (b) The participation of either party in, or payment or reimbursement from, Medicare, Medicaid, or other reimbursement or payment programs;
- (c) Either party's full accreditation by any State or nationally recognized accrediting organization;
- (d) The tax-exempt status of either party;
- (e) Compliance with the limitations applicable to tax exempt bond financings;
- (f) If for any other reason the performance of this Agreement should be in violation of any statute, ordinance, or regulation, or be deemed illegal.

(iii) Appropriate Amendments. Notwithstanding anything herein to the contrary, in the event the performance by either party hereto of any term, covenant, condition, or provision of this Agreement shall have any of the effects listed above, the parties shall immediately initiate negotiations to resolve the matter through amendments to this Agreement. If the parties are unable to resolve the matter within thirty (30) days thereafter, either party may, at its option, terminate this Agreement immediately by providing written notice thereof to the other party.

H. [Intentionally Omitted.]

I. [Intentionally Omitted.]

J. Injunctive Relief.

Notwithstanding anything set forth in this Agreement to the contrary, in the event of a breach by a party of any of its duties or obligations pursuant to this Agreement, in addition to any remedies at law or in equity to which the non-breaching party may be entitled, the non-breaching party shall be entitled to injunctive relief immediately restraining any such breach.

K. Miscellaneous.

(i) Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all contemporaneous and prior agreements, contracts, and understandings whether written or oral, between the parties relating to the subject matter of this Agreement.

(ii) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof.



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(iii) Severability. The provisions of this Agreement are independent of and separate from each other. In the event, any provisions of this Agreement are found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

(iv) Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the state of New Jersey. Venue shall be in Ocean County in the State of New Jersey for all purposes in connection with this Agreement

(v) Assignment. This Agreement may not be assigned in whole or in part by either party without the prior written approval of the other party, except that PBHG reserves the right to assign this Agreement to any parent, subsidiary, or affiliate entity so long as such assignee agrees in writing to perform the obligations of PBHG herein and Client is given written notice of such assignment. This Agreement shall be binding upon and shall inure to the benefit of both parties, and permitted successors and assigns.

(vi) Waiver. A waiver shall only be effective if in writing. The waiver by any of the parties of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(vii) Attorneys' Fees. Except as otherwise provided herein, in any suit or action, including arbitration, brought to enforce this Agreement, exhibits attached hereto or any other signed instrument referred to herein, or to obtain an adjudication, declaratory or otherwise, of rights hereunder or there under, the prevailing party shall be entitled to an award for reasonable attorneys' fees and costs.

(viii) Notices. All notices, requests, demands and other communications given hereunder shall be in writing and shall be deemed to have been duly given when (i) delivered personally; (ii) when deposited in the United States mail as registered or certified mail, postage prepaid, return receipt requested, on the third (3rd) business day after mailing; (iii) if telecopied, on the next business day after written confirmation of such telecopy; or (iv) if delivered by reputable overnight national courier service, on the next business day after delivery to such courier service.

(ix) Addendum. The terms of Addendum 1 to this Agreement, attached hereto and made a part hereof, are binding on the parties.

[signature page immediately follows]



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Agreed and Accepted: _____

By Contractor:

Preferred Behavioral Health
1500 Route 88
Brick, NJ 08724

Print Name/Title: Mary Pat Angelini, Chief Executive Officer

Signature: _____

Date: _____

Fed. Tax ID: _____

By Client:

Brick Township Public Schools
101 Hendrickson Avenue
Brick, NJ 08724

Print Name/Title: _____

Signature: _____

Date: _____



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Schedule I

Form of Authorization

[attach Preferred Behavioral Form of Authorization]

Preferred Behavioral Health Group

PO Box 2036, Lakewood, NJ 08701 ~ Telephone: 732-367-4700 ~ Fax: 732-364-2253

PARTICIPANT'S NAME (Print): _____ DOB: _____

I AUTHORIZE Preferred Behavioral Health Group to:

To OBTAIN From: [check one] Yes -or- No

RELEASE Information To: [check one] Yes -or- No

Type of Authorization: [check one] Communication Only -or- Records

Specific Organization/Person

Address

INFORMATION THAT MAY BE RELEASED (checked boxes only):

- Mental Health/Physical Information (specify elements below)
 - Intake or Most Recent Psychosocial Assessment
 - Psychiatric Evaluation (most recent)
 - Discharge Summary
 - Current Medications
 - Laboratory Results (most recent)
 - Other: _____

- Drug/Alcohol Treatment Information (specify elements below)
 - Intake or Most Recent Psychosocial Assessment
 - Psychiatric Evaluation (most recent)
 - Discharge Summary
 - Current Medications
 - Laboratory Results (most recent)
 - Other: _____

_____ HIV/AIDS Information (initial to authorize)
INITIALS

Other: _____

REASON (check one): Provide continuity of care Compliance with program Personal Use Legal Purposes
 Social Security/disability Insurance/Managed Care Other (Specify) _____

DATES OF SERVICE: FROM _____ TO _____

I understand that my health information is protected under the federal regulations governing the confidentiality of alcohol and drug abuse patient records, 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act (HIPAA) 25 C.F.R. Parts 160 and 164, and the NJ State Privacy Regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations.

By signing this authorization, I acknowledge:

- This authorization can be revoked in writing.
- I have reviewed the Notice of Privacy Practices.
- Revocation of this disclosure does not affect disclosures already made in reliance with this authorization.
- Information disclosed may be subject to re-disclosure by the recipient and not protected under HIPAA or State law.
- I have the right to a copy of this authorization.
- My treatment cannot be conditional upon signing this release, however, if I refuse it may affect continuity of care.

Please be advised for Personal Use there is a fee of \$1.00 per page, up to \$100.00, for copying and the actual cost of postage, up to \$10.00.

This form has been fully explained and I certify that I understand its contents. I understand that Preferred Behavioral Health Group may not condition my treatment on receiving my signature on this Authorization.

Participant's Signature

Date

Parent/ Legal Guardian/ Power of Attorney's
Signature

Date

Witness Signature

Date

This Authorization Expires: _____
(If no date is written, this release will automatically expire 120 days after the signature date)



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Addendum 1
to that certain Service Contract
by and between
Brick Township Public Schools and Preferred Behavioral Health Group

The following terms and conditions supplement the above-referenced contract.

A. Insurance. Throughout the term of this contract, PBHG agrees to provide and maintain General Liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate per year. PBHG shall provide the Client with evidence of such coverage upon request. Said insurance shall name the Client as an additional insured.

B. Affirmative Action.

(i) The parties agree to incorporate by reference into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and PBHG agrees to comply fully with the terms, provisions, conditions and obligations of said Subsection 3.4(a), provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of said regulations.

(ii) The parties further agree to incorporate into this contract the mandatory language of subsections 7.4(a) and (b) of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amendment and supplemented from time to time, and PBHG or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsections 7.4(a) and (b).

C. Americans with Disabilities Act of 1990. PBHG shall comply with the "Americans with Disabilities Act of 1990."

D. Interpretations of Specifications and Contract.

This contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this contract shall be within the sole jurisdiction of the courts of the State of New Jersey and venue shall be in Ocean County.



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- E. Benefit. This Agreement shall be binding upon, and insure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- F. Business Registration Certificate. The parties to this contract agree to comply with the provisions of P.L. 2004, c. 57 and P.L. 2009, c. 315 in regards to Business Registration Certificates.
- G. Effective Date. The effective date of this contract shall be the date upon which it is executed by the last party to sign same and it shall be the obligations of the party to insert the date and deliver the copies of said contract to all parties who are signatories hereto.
- H. Mandatory Equal Opportunity. PBHG shall comply with Exhibit A, "Mandatory Equal Opportunity Language" as attached hereto and made a part hereof.
- I. Qualification. Upon request, PBHG shall certify in writing that all of its employees and all subcontracted employees providing services under the contract have not been convicted of a crime nor awaiting adjudication of same. Provided a form is received from the Client, this certificate shall be provided by PBHG to the Client prior to any of PBHG's employees, or PBHG's subcontractor's employees, coming into contact with any Client pupil.
- J. Meghan's Law. During the performance of this contract, PBHG shall not knowingly allow any employee registered pursuant to N. J.S.A. 2C:7-1 et seq., "Meghan's Law", as a tier 3 offender (sex offender determined to pose a relatively high risk of offense) or a tier 2 offender (sex offender determined to pose a moderate risk of re-offense) upon the Client's property.
- K. Certificates of Insurance. PBHG shall file a certificate of insurance for all insurance required under this contract with the Client. Certificates shall include the following language: "This policy shall not be canceled or reduced in required amounts of liability or amounts of insurance until notice has been mailed to the Board of Education of the Township of Brick stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing of the notice."



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EXHIBIT A to Addendum 1

[insert Mandatory Equal Employment Opportunities Language from District]

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