

DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M-E-M-O-R-A-N-D-U-M

TO: Gerald Benaquista
C: Julia Vicidomini, Diane Cappiello
FROM: Joseph Seugling
RE: Board Agenda
DATE: 2021-2-22

Approve the use of the vendor Technology for Education and Communication Consulting, Incorporated, to provide the following evaluations for district students. These evaluations include Assistive Technology Evaluations at a cost of \$850.00 per evaluation and Augmentative Communication Evaluations at a cost of \$900.00 per evaluation. The total expenditure for the district will not exceed \$7500.00.

(Account # 11-000-219-320-01-19/7074)



AGREEMENT

BETWEEN

**TECHNOLOGY FOR EDUCATION AND COMMUNICATION
CONSULTING, INC.**

AND

THE TOWNSHIP OF UNION BOARD OF EDUCATION

This Agreement is entered into this ___ day of _____ 2021, by and between Union Township Board of Education, located at 2369 Morris Ave Union, New Jersey 07083, referred to in this Agreement as the Board, and Technology for Education and Communication Consulting, Inc., located at 925 South Blackhorse Pike Williamstown, New Jersey, 08094, referred to in this Agreement as TEEC.

WHEREAS, TEEC offers and/or arranges for evaluation and therapy services by licensed Speech Pathologists to assist educational facilities to conform to state regulations and to develop and implement quality related services; and

WHEREAS, the Board operates a department of special education and desires the services of licensed Speech Pathologists to provide therapy and perform necessary evaluations of its students; and

WHEREAS, TEEC desires to provide access to such Speech Pathologists for the provision of such services to students referred by the Board, and the Board desires to receive the same, all pursuant to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties intending legally to be bound, hereby agree as follows:

Article 1. Term of Agreement

The term of this Agreement shall commence on the ___ day of _____, 2021 and shall continue until the expiration of the school year on or about June 30, 2021 (the "Initial Term"). Thereafter, this Agreement may be renewed pursuant to Article Six (6), for subsequent school years not to exceed four (4) successive years after conclusion of the Initial Term. This Agreement may be terminated upon written notice, pursuant to Article Seven (7).

Article 2. Services

During the Initial Term (as defined above), TEEC shall supply the Board with Speech Pathologists in order to perform evaluations of its students. Evaluation services performed by TEEC shall include: speech and language evaluation, augmentative communication evaluation, assistive technology evaluation, assistive technology/augmentative communication consult, speech consult/speech therapy. Furthermore, TEEC shall supply the Board with assistive technology/AAC general training. TEEC shall perform such evaluations and therapy services on an as needed basis specified by the Board.

Article 3. Compensation

Compensation will be provided to TEEC in accordance with the fee schedule attached hereto as Exhibit A.

Article 4. Payment of Services

In consideration of the Services, the Board shall pay to TEEC the fees set forth in Article Three (3), Attachment A of this agreement, as may be amended from time to time during the Term upon the written, executed agreement of the parties.

- (a) TEEC shall submit consolidated monthly invoices (each, an "Invoice" and collectively, the "Invoices") to the Board containing the Fees for Services rendered by TEEC during the immediately preceding calendar month.
- (b) Such monthly compensation shall be based on actual hours of the speech pathologist availability provided as shown on the Invoice, and will include charges for preparation, documentation, and travel.
- (c) Payment of all Invoices for Services and reimbursements shall be made by the Board to TEEC within sixty (60) days of receipt of each Invoice.

Article 5. Confidentiality of Records

TEEC agrees that all knowledge and information that it receives from the Board or by virtue of providing the services under and pursuant to this Agreement, relating to the student, shall for all purposes be regarded as strictly confidential and held by TEEC in confidence and shall not be disclosed by TEEC to any person whatsoever except to the Board or with the Board's prior written permission in accordance with all applicable Board policies and regulations, as well as, Federal and State statutes and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99. The parties each agree to observe the requirements of any applicable privilege and statutory or other duty of confidentiality to assist each other in obtaining any necessary waivers or consents to disclosure, and not to require disclosure of records or information by the other which might constitute a breach of privilege or duty or involve any offense or violation.

Article 6. Renewal

This Agreement may, by mutual agreement, be renewed on a school-year-to-school-year basis, not to exceed four (4) successive years after conclusion of the Initial Term. The parties shall keep each other advised as to whether this Agreement may be so renewed, but neither party shall be bound to renew this Agreement or become otherwise liable to the other by reason of any failure to so advise the other.

Article 7. Termination

- (a) Either party may terminate this Agreement by providing at least sixty (60) days prior written notice to the other party of such party's intention to terminate this Agreement.
- (b) Upon termination of this Agreement, each party shall deliver to the other party all Confidential Information of the other party and shall permanently erase all Confidential Information of the other party from computer systems, unless retention is otherwise required by law.

Article 8. Compliance and Applicable Law

The parties are, and at all times shall be, in compliance with all laws, including, without limitation, (i) all applicable requirements of the Health Insurance Portability Act of 1996 and its related regulations (HIPPA), including any and all requirements regarding privacy and security of health information; and (ii) New Jersey Administrative Code (N.J.A.C.) 6A:14 (Special Education); Individuals with Disabilities Education Improvement Act 2004 (IDEA); N.J.A.C. 6A:32-7.3 et seq. (Student Records); Section 504 of the Rehabilitation Act of 1973; New Jersey Statutes Annotated (N.J.S.A.) 18A:46A-1 et seq. (Chapter 192, Laws of 1977); N.J.S.A. 18A:46-19.1 et seq. (Chapter 193, Laws of 1977); N.J.S.A. 18A:6-7.6 through 7.13 (Pass the Trash); N.J.A.C. 6A:9 (Professional Licensure and Standards); and N.J. Department of Law and Public Safety statutes and regulations governing licensed occupations. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to carry out the terms of this Agreement.

Article 9. Indemnification

TEEC shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by TEEC under the agreement or by a party for the whole

contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

Article 10. Insurance

TEEC will maintain at its sole expense a valid professional liability policy of insurance covering acts or omissions which may give rise to liability for services under this Agreement in an amount generally considered standard in the industry. TEEC will forward a copy of its professional liability insurance certificate to the Board prior to execution of this Agreement and will give prompt written notice of any material change in coverage.

Article 11. Governing Law: Jurisdiction

This Agreement shall be governed by and construed in accordance with applicable provisions of New Jersey law without regard to its conflict of law principles, and each party hereby consents to the exclusive jurisdiction of the state and federal courts located in New Jersey for purposes of all actions commenced to construe or enforce this Agreement. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts located in the State of New Jersey, or, if such courts do not have subject matter jurisdiction, the state courts of the State of New Jersey located in the County of Union, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

Article 11. Miscellaneous

- (a) Independent Contractor Relationship. TEEC shall perform the Services as an independent contractor, and this Agreement shall not be construed to create between the parties the relationship of principal and agent, joint-venturers, co-partners, employer and employee, or any other similar relationship, the existence of which is expressly denied by each party. It is agreed that any person employed by TEEC to perform the Services hereunder shall not be deemed to be an employee of the Board, and TEEC and the TEEC's subcontractors, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of the Board and shall not bind, or attempt to bind, Board to any agreement, liability or obligation of any nature. Anything herein to the contrary notwithstanding, the parties hereby acknowledge and agree that Board shall have no right to control the manner, means, or method by which TEEC performs the Services. Rather, the Board shall be entitled only to direct TEEC with respect to the elements of Services to be performed by TEEC, to inform TEEC as to where and when such Services shall be performed, and to review and assess the performance of such Services by TEEC for the limited purposes of assuring that such Services have been performed.
- (b) Entire Agreement and Headings. This Agreement shall constitute the entire agreement between the parties as it relates to the subject matter contained herein and supersedes

any prior agreement or understanding between the parties relating hereto. This Agreement shall only be modified by written document signed by both parties. The headings used in this Agreement are for convenience of reference only and do not form a part hereof and shall not in any way modify, interpret or construe the intent of the parties.

- (c) Waivers and Amendments. This Agreement may not be amended, modified, superseded, canceled, renewed, or extended, and the terms and conditions hereof may not be waived, except by a written instrument signed by the parties or, in the case of a waiver, by the party making such waiver. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power, or privilege hereunder preclude and other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date above written.

TECHNOLOGY FOR EDUCATION
AND COMMUNICATION CONSULTING,
INC.

TOWNSHIP OF UNION
BOARD OF EDUCATION

By:

By:

Name:

Name:

Title:

Title:



Attachment A

2020-2021

Technology for Education and Communication Consulting, Inc. Fee Schedule

Speech and Language Evaluation	\$550/evaluation
Augmentative Communication Evaluation (On site)	\$900/evaluation
Augmentative Communication Evaluation with Insurance Funding (includes submission of paperwork to AAC vendor for funding as well as supplemental statements as needed for appeals)	\$975/evaluation
Augmentative Communication Evaluation with home Visit (On site and home visit)	\$975/evaluation
Augmentative Communication Evaluation with Insurance Funding and Home visit	\$1075/evaluation
Assistive Technology Evaluation	\$850/evaluation
Assistive Technology/Augmentative Communication Consult	\$125/hour
Speech Consult/Speech Therapy	\$100/hour
Assistive Technology/AAC General Training	\$150/hour

*Additional travel costs may be added to invoices for locations farther than 1.5 hours roundtrip from the consultants location. Hourly rate for travel will be \$125 after the 1.5 hours is met.

Half day and full day options available at 4 hours or 7 hours, Minimum of four hours required to book trainings, includes materials and travel time

Trainings 1/2 day	\$600
Trainings Full Day	\$1050

Full or Part Time Contracted Speech Pathologists are available for the 2019-2020 School year. Please contact Jennifer@teccsupport.com or 856-236-7781 to discuss rates and availability. Note: All Evaluations include a written report provide within 30 days of the evaluation.

