

F-17

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

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TO: Dr. Gerald Benaquista

C: Diane Cappiello  
Dr. Gretel Perez  
Yolanda Koon  
Quinay Taggart  
Bernadette Watson

FROM: Kim Conti 

RE: Board Agenda

DATE: March 22, 2024

Approve Reach Health Services to provide Clinical Counseling Services and the Wraparound program for the 2024-2025 School Year and ESY In-District Program at the cost of \$44,876.20 and \$2,075.20, respectively (Acct# 11-000-216-320-01-19), as well as provide student mental health risk assessment at the rate of \$225, not to exceed \$2,250.00. (Acct# 11-000-219-320-01-19)



# Reach Health Service

March 21, 2024

Township of Union Public School District  
2369 Morris Avenue  
Union, NJ 07083  
Mrs. Kim Conte, Director of Special Services

Re: Contractual Professional Services Agreement for the 2024-2025 School Year/ ESY Contract 2024

Dear Mrs. Conti,

We are pleased to present the Reach Health Service contract for the Township of Union Public School District. The contract includes the terms to provide student online counseling services for SY2024-2025. Additionally presented is a second contract to provide counseling services for the district's 2024 Extended School Year/ESY Program.

Upon approval, this Agreement authorizes Reach Health Services to commence the counseling services as outlined within. We kindly request that you complete and sign the certification on the following page and return the Agreement to us.

We extend our gratitude for this opportunity and eagerly anticipate delivering exceptional counseling services to your district.

Sincerely,

Reach Health Services, LLC.

A handwritten signature in black ink, reading 'Noreen Tansey Lishak'.

Noreen Tansey Lishak, Ed. D.

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES CLINICAL COUNSELING**

This Agreement is entered into as of the \_\_\_\_\_ by and between the Township of Union Public School District and Reach Health Services, LLC. The Agreement shall remain in effect until the last day of school for the 2024-2025 School Year.

### **SCOPE OF SERVICES**

Reach Health Services will provide clinical counseling sessions to students with Individual Educational Plans (IEP) for the Township of Union Public School District in an online HIPAA-compliant platform for a period of 42 weeks, starting on September 1, 2024, and ending on the last day of school for the 2024-2025 School Year. The school district liaison will recommend and approve students to attend the Reach Health Services, LLC Program as an entry to services. The scope of services will include:

- (a) Consultation with district liaison, including administration, faculty, and guidance, to determine the placement of students in the Reach Health Services, LLC Counseling Program - Wraparound.
- (b) Weekly consultation with the school district personnel to review and update the district on the progress of student(s) participating in the Reach Health Services, LLC Program - Wraparound.
- (c) Managing and collecting all necessary HIPAA-compliant forms, parental consent forms, and/or outside medical documentation, if necessary, before beginning counseling sessions.
- (d) Maintaining ongoing communication with family members regarding the progress of the student participating in the program.
- (e) Maintaining HIPAA-compliant platform information in a confidential manner as required.
- (f) Scheduling all student and family counseling sessions.
- (g) Ensuring counseling sessions occur when a consenting and approved adult is present in the home or area in the event of a mental health crisis. It is not necessary to remain in the same room during the session.
- (h) Providing Risk Assessments for students registered in the Reach Health Services Program if deemed necessary.
- (i) When possible, attending I&RS, CST, or 504 meetings to support the health services of the students.
- (j) Preparing and submitting non-identifying student data reports monthly.

### **PERSONNEL**

Township of Union Public School District will have a primary contact responsible for the services outlined in this Agreement. The school district understands and agrees that at times it may be necessary to provide secondary contact. If such a situation arises, the school district will be promptly notified.

## **COMPENSATION**

In consideration of the above-described services, the Township of Union Public School District agrees to compensate Reach Health Services, LLC as follows:

(a) Providing payment of a monthly amount totaling \$4,487.92, beginning on September 1, 2024, and continuing for 10 consecutive months equal to \$44,876.20 annually. This monthly billing includes a total of 8 hours weekly – 336 hours/42 weeks plus 10 hours of platform incident setup. The contract includes student counseling services, family/guardian counseling session, family communication component, correspondence and weekly communication with the school district designee, and a comprehensive monthly student data report. If the district deems that additional hours are required additional hours can be added to the contractual agreement in 4-hour increments per week at a rate of \$129.70 per hour.

(b) All services provided will be billed monthly and include the use of the HIPAA-compliant platform for online counseling sessions and monthly student data reporting.

(c) Counseling sessions may be scheduled between 9:00 a.m. and 8:00 p.m., based on the needs of the student, their family, and the counselor's schedule.

(d) Collection of consent forms, as well as district approval, will be provided to Reach Health Services prior to commencing any counseling sessions. (e) In-person sessions can be scheduled with the appropriate approval of the district. A school district facility must be provided to the counselor. The counselor would be compensated through Reach Health Services, LLC, and an additional amount of \$150.00 will be added for travel and in-person differential.

## **ADDITIONAL SERVICES**

Mental Health Risk Assessment and Documentation can be provided to the Township of Union Public School District upon formal request for a student by the district designee for a mental health risk assessment. These services can be provided to any district student outside of the Reach Health Services Program with additional compensation per assessment. When requested by the Township of Union Public School District to Reach Health Services a Risk Assessment will be performed at a rate of \$225.00 per assessment. Risk Assessments invoices will be submitted separately as a monthly bill.

## **INSURANCE**

Reach Health Services, LLC shall maintain professional liability insurance of at least One Million (1,000,000.00) Dollars in the aggregate.

## **DISCHARGE AND WITHDRAWAL**

Township of Union Public School District and Reach Health Services, LLC have the right to discharge/withdraw services if both parties agree that the services promised within this Agreement are not executed. This may only occur if the district and Reach Health Services work within the confines of the Agreement and Reach Health Services, LLC is allowed the opportunity to correct any reported issue in a timely manner. If the parties agree to terminate or discharge the Agreement, Reach Health Services will be compensated for the services provided through the effective discharge date.

**NON-SOLICITATION**

During the term of this Agreement and for a period of twelve (12) months thereafter (the non-solicitation period), Township of Union Public School District agrees not to directly or indirectly through a third party, hire, attempt to hire, contract with, or solicit for employment any person affiliated with Reach Health Services, LLC while assigned to the Township of Union Public School District. In the event the district engages in solicitation for the purpose of employment in the district, the district will be subject to a monetary penalty equal to a one-year contractual fee amount.

**ENTIRE AGREEMENT**

This document contains the entire agreement between the parties and may only be altered by a written amendment signed by both parties. This Agreement will be governed by New Jersey Law.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed on the dates set forth below:

Name:

Title:

Date:

School District

Name:

Title:

Date:

Reach Health Services, LLC.

## **RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS**

This Rider is incorporated fully into the terms of the attached Agreement **Reach Health Services, LLC**, and the Union Tp. Board of Education for the provision of **Clinical Counseling Services**. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

### **I. Licensing/Certification**

Provider shall only provide employees who are licensed or certified as may be required by State law.

### **II. Criminal Background Check**

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

### **III. Sexual Abuse/Child Abuse Disclosure Release Form**

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as "Pass the Trash", the "PTT Law"), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

### **IV. Insurance**

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees and independent contractors which may give rise to liability under this Agreement. Coverage shall be written on a "claims made basis" for a minimum of One Million Dollars (\$1,000,000.00) per occurrence and in the sum of Three Million Dollars (\$3,000,000.00) annual aggregate.
2. The Board shall be named as an additional insured on Provider's general liability insurance policy. Provider's liability program shall not exclude abuse and molestation.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will

not be cancelled or materially changed during the term of the contract.

V. **Billing and Payment of Personnel.**

- A. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
- B. Provider shall forward to Board an itemized bill on a monthly basis unless Board requires more frequent billing.
- C. Board agrees to pay submitted bills within 30 days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. Provider shall be paid in accordance with the **fees set forth in the attached Agreement**, provided that the total compensation for the **2024-2025 school year shall not exceed Forty-four Thousand Eight Hundred Seventy-Six Dollars and Twenty Cents (\$44,876.20). There shall be no change in rates for the 2024-2025 school year.**
- E. Provider shall provide notice to the Board if payment has not been received within five days of the date by which compensation should be made for services satisfactorily performed. Conditioned upon receipt of written notice of non-payment, interest for payment shall accrue at one percent (1%) per year, commencing on thirty days past the date by which compensation should be made for services satisfactorily performed.

III. **Public Contracting Requirements**

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.
- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.

- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.
- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

## IX. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.



- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. Each Agreement, Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Rider are incorporated herein as if the same was set out in full in the text of this Rider, but to the extent any terms included in any attached document conflict with the terms of the Rider, this Rider takes precedence.
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

## X. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

**Notices to the Board shall be delivered to:**

Yolanda Koon, Business Administrator  
Township of Union Public Schools  
2369 Morris Avenue  
Union, NJ 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.  
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC  
430 Mountain Avenue, Suite 103  
New Providence, NJ 07974

**Notices to Provider shall be delivered to:**

Noreen Tansey Lishak, Ed.D  
Reach Health Services, LLC  
36 East Hegel Avenue  
Colonia, NJ 07067

**THE PARTIES hereby agree to the terms of this Rider:**

**PROVIDER**

**BOARD OF EDUCATION**

(Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

Print name/Title:

Print Name/Title:

Dated: \_\_\_\_\_

**FEE SCHEDULE**

**2024-2025**

**Clinical Counseling Services**

**Fees shall be paid in accordance with the Agreement attached hereto, provided that the Not To Exceed amount for the academic year is \$44,876.20**

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES CLINICAL COUNSELING**

This Agreement is entered into as of the \_\_\_\_\_ by and between the Township of Union Public School District and Reach Health Services, LLC. The Agreement shall remain in effect until the last day of school for the Extended School Year Program 2024.

### **SCOPE OF SERVICES**

Reach Health Services will provide clinical counseling sessions to students with Individual Educational Plans (IEP) for the Township of Union Public School District in an online HIPAA-compliant platform for a period of 4 weeks, during the Extended School Year Program, ESY. The ESY program services will begin July 1, 2024 and continue for a period of four (4) week concluding on July 31, 2024. The school district liaison will recommend and approve students to attend the Reach Health Services, LLC Program as an entry to services. The scope of services will include:

- (a) Consultation with district liaison, including administration, faculty, and guidance, to determine the placement of students in the Reach Health Services, LLC Counseling Program - Wraparound.
- (b) Weekly consultation with the school district personnel to review and update the district on the progress of student(s) participating in the Reach Health Services, LLC Program - Wraparound.
- (c) Managing and collecting all necessary HIPAA-compliant forms, parental consent forms, and/or outside medical documentation, if necessary, before beginning counseling sessions.
- (d) Maintaining ongoing communication with family members regarding the progress of the student participating in the program.
- (e) Maintaining HIPAA-compliant platform information in a confidential manner as required.
- (f) Scheduling all student and family counseling sessions.
- (g) Ensuring counseling sessions occur when a consenting and approved adult is present in the home or area in the event of a mental health crisis. It is not necessary to remain in the same room during the session.
- (h) Providing Risk Assessments for students registered in the Reach Health Services Program if deemed necessary.
- (i) When possible, attending I&RS, CST, or 504 meetings to support the health services of the students.
- (j) Preparing and submitting non-identifying student data reports monthly.

### **PERSONNEL**

Township of Union Public School District will have a primary contact responsible for the services outlined in this Agreement. The school district understands and agrees that at times it may be necessary to provide secondary contact. If such a situation arises, the school district will be promptly notified.

## **COMPENSATION**

In consideration of the above-described services, the Township of Union Public School District agrees to compensate Reach Health Services, LLC as follows:

- (a) Providing payment totaling \$2,075.20, due upon the completion of the ESY Program. This billing includes a total of (4) hours weekly for four (4) consecutive weeks -16 hours. The contract includes student counseling services, family/guardian counseling session, family communication component, correspondence and weekly communication with the school district designee, and a comprehensive monthly student data report. If the district deems that additional hours are required additional hours can be added to the contractual agreement in 4-hour increments per week at a rate of \$129.70 per hour.
- (b) All services provided will be billed monthly and include the use of the HIPAA-compliant platform for online counseling sessions and monthly student data reporting.
- (c) Counseling sessions may be scheduled between 9:00 a.m. and 8:00 p.m., based on the needs of the student, their family, and the counselor's schedule.
- (d) Collection of consent forms, as well as district approval, will be provided to Reach Health Services prior to commencing any counseling sessions. (e) In-person sessions can be scheduled with the appropriate approval of the district. A school district facility must be provided to the counselor. The counselor would be compensated through Reach Health Services, LLC, and an additional amount of \$150.00 will be added for travel and in-person differential.

## **ADDITIONAL SERVICES**

Mental Health Risk Assessment and Documentation can be provided to the Township of Union Public School District upon formal request for a student by the district designee for a mental health risk assessment. These services can be provided to any district student outside of the Reach Health Services Program with additional compensation per assessment. When requested by the Township of Union Public School District to Reach Health Services a Risk Assessment will be performed at a rate of \$225.00 per assessment. Risk Assessments invoices will be submitted separately as a monthly bill.

## **INSURANCE**

Reach Health Services, LLC shall maintain professional liability insurance of at least One Million (1,000,000.00) Dollars in the aggregate.

## **DISCHARGE AND WITHDRAWAL**

Township of Union Public School District and Reach Health Services, LLC have the right to discharge/withdraw services if both parties agree that the services promised within this Agreement are not executed. This may only occur if the district and Reach Health Services work within the confines of the Agreement and Reach Health Services, LLC is allowed the opportunity to correct any reported issue in a timely manner. If the parties agree to terminate or discharge the Agreement, Reach Health Services will be compensated for the services provided through the effective discharge date.

**NON-SOLICITATION**

During the term of this Agreement and for a period of twelve (12) months thereafter (the non-solicitation period), Township of Union Public School District agrees not to directly or indirectly through a third party, hire, attempt to hire, contract with, or solicit for employment any person affiliated with Reach Health Services, LLC while assigned to the Township of Union Public School District. In the event the district engages in solicitation for the purpose of employment in the district, the district will be subject to a monetary penalty equal to a one-year contractual fee amount.

**ENTIRE AGREEMENT**

This document contains the entire agreement between the parties and may only be altered by a written amendment signed by both parties. This Agreement will be governed by New Jersey Law.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed on the dates set forth below:

Name:

Title:

Date:

School District

Name:

Title:

Date:

Reach Health Services, LLC.

## RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement **Reach Health Services, LLC**, and the Union Tp. Board of Education. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

**This Rider applies to the following services:**

1. Wraparound Extended School Year (ESY) program services beginning on July 1, 2024 and continuing for a period of four weeks concluding on July 31, 2024.
2. Additional Services upon formal request for a student by the District designed for a mental health risk assessment.

### **I. Licensing/Certification**

Provider shall only provide employees who are licensed or certified as may be required by State law.

### **II. Criminal Background Check**

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

### **III. Sexual Abuse/Child Abuse Disclosure Release Form**

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as "Pass the Trash", the "PTT Law"), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

### **IV. Insurance**

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees and independent contractors which may give rise to liability under this Agreement. Coverage shall be written on a "claims made basis" for a minimum of One Million Dollars (\$1,000,000.00) per occurrence and in the sum of Three Million Dollars (\$3,000,000.00) annual aggregate.
2. The Board shall be named as an additional insured on Provider's general liability insurance policy. Provider's liability program shall not exclude abuse and molestation.

2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.

**V. Billing and Payment of Personnel.**

- A. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
- B. Provider shall forward to Board an itemized bill on a monthly basis unless Board requires more frequent billing.
- C. Board agrees to pay submitted bills within 30 days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. Provider shall be paid in accordance with the **fees set forth in the attached Agreement**, provided that the total compensation for the **ESY July 1 – July 31, 2024 Wraparound Services shall not exceed Two Thousand Seventy-Five Dollars and Twenty Cents (\$2,075.20). The compensation for Mental Health Risk Assessment for the 2024-2025 school year shall not exceed Two Thousand Two Hundred Fifty Dollars (\$2,250.00). There shall be no change in rates for the 2024-2025 school year.**
- E. Provider shall provide notice to the Board if payment has not been received within five days of the date by which compensation should be made for services satisfactorily performed. Conditioned upon receipt of written notice of non-payment, interest for payment shall accrue at one percent (1%) per year, commencing on thirty days past the date by which compensation should be made for services satisfactorily performed.

**III. Public Contracting Requirements**

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the



paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.

- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.
- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

## IX. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. Each Agreement, Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Rider are incorporated herein as if the same was set out in full in the text of this Rider, but to the extent any terms included in any attached document conflict with the terms of the Rider, this Rider takes precedence.
- H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

## X. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

**Notices to the Board shall be delivered to:**  
Yolanda Koon, Business Administrator  
Township of Union Public Schools

2369 Morris Avenue  
Union, NJ 07083

With a copy of legal notices to:  
Lester E. Taylor, Esq.  
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC  
430 Mountain Avenue, Suite 103  
New Providence, NJ 07974

**Notices to Provider shall be delivered to:**

Noreen Tansey Lishak, Ed.D  
Reach Health Services, LLC  
36 East Hegel Avenue  
Colonia, NJ 07067

**THE PARTIES hereby agree to the terms of this Rider:**

**PROVIDER**

**BOARD OF EDUCATION**

(Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

Print name/Title:

Print Name/Title:

Dated: \_\_\_\_\_

**FEE SCHEDULE**

**2024-2025**

**Wraparound Services**

**and**

**Mental Health Risk Assessment**

**Fees shall be paid in accordance with the Agreement attached hereto, provided that**

- The total compensation for the ESY July 1 – July 31, 2024 Wraparound Services shall not exceed Two Thousand Seventy-Five Dollars and Twenty Cents (\$2,075.20).
- The compensation for Mental Health Risk Assessment for the 2024-2025 school year shall not exceed Two Thousand Two Hundred Fifty Dollars (\$2,250.00).
- There shall be no change in rates for the 2024-2025 school year.