

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

TO: Dr. Gerald Benaquista

CC: Ms. Marissa McKenzie
Dr. Jose Rodriguez
Yolanda Koon
Diane Cappiello
Bernadette Watson

FROM: Kim Conti

RE: Correction in Name Board Agenda Item

DATE: July 28, 2026

Approve for correction in name, Lewis M. Milrod, M.D., P.C. to provide in person Pediatric Neurology Consultation/Neurodevelopmental Consultation at the rate of \$900.00 Pediatric Neurology Consultation/Neurodevelopmental Consultation via Telemedicine at the rate of \$900.00, to district students in accordance with the contract in the hands of the board members. The cost is not to exceed \$25,200.00 for the 26-27 school year. (Account #: 11-000-219-320-01-19)

CONTRACT FOR PROFESSIONAL SERVICES

This AGREEMENT is made and entered into this day of , 2026, between Lewis M. Milrod, MD, with offices located at 800 Lincoln Highway, Edison, NJ 08820 (hereinafter referred to as “**Provider**”) and **Union Township Board of Education** (hereinafter referred to as the “**Board**”), which administers contract for the Union Township District (collectively, the “**Parties**”).

Provider is engaged in the business of providing pediatric neurological consultation services and Board has identified a need for such services to be provided to students in the District.

The Board is a duly organized Board of Education organized pursuant to N.J.S.A. 18A:18A-1 *et seq.*

WHEREAS, it is the desire of both parties to make provision for such services, in accordance with the terms of the Agreement.

THEREFORE, in consideration of the mutual covenants expressed herein, Provider and Board agree to the terms and conditions set forth herein:

I. RESPONSIBILITIES OF PROVIDER

A. Qualifications of Personnel.

(i) Provider represents that it is an approved agency as required by the State of New Jersey for related services pursuant to N.J.A.C. 6A:14-5.1 and N.J.A.C. 6A:2-5.2. Proof of agency status may be required prior to execution of this Agreement.

(ii) Provider shall only provide employees who are licensed or certified as may be required by State law. Provider shall make available for inspection, upon request of the Board, verification of current licensure or certification, as applicable.

B. Background Check.

Provider shall provide its New Jersey Department of Education Office of Student Protection Status (NJDOE OSPS) Application Approval Employment History Report including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement. During the term of the Agreement, Provider shall report to the Board any change in the information provided, including without limitation any arrest or conviction of any employees providing direct services to students. Failure to provide the NJDOE OSPS Application Approval Employment History Report or subsequent information about employees shall be considered a breach of Agreement.

C. Sexual Abuse/Child Abuse Disclosure Release Form

Provider shall comply with the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.7 (“Pass the Trash”, “PTT Law”), and hereby consents to any inquiries required by that law that may be performed by the Board.

J. Gratuities. Provider and its employees shall not accept any gratuity from the families of students for which services are being provided.

K. Confidentiality. Provider agrees that all information and knowledge that it receives from the Board, or by virtue of providing services under this Agreement shall be held strictly confidential and shall not be disclosed to any person except to the Board or with the Board's prior written permission.

II. RESPONSIBILITIES OF BOARD

A. Payment for Services. Board is responsible to compensate Provider for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Insurance. Board shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of Board acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

III. BILLING AND COMPENSATION

A. Board agrees to compensate Provider in accordance with the Proposal attached as Schedule A.

B. Provider shall forward to Board an itemized bill with such frequency as the Board may require.

C. Service hours shall be defined as the actual hours provided within the school. Service hours shall not include travel time or any other periods that are not directly related to the services provided pursuant to this Agreement.

D. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.

E. This Contract is for the academic school term. The total compensation paid **shall not exceed \$25,200.00** .

IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on the execution of this Agreement and will remain in effect through **June 30, 2027**.

B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.

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.

VI. 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 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. This writing constitutes the entire Agreement between Provider and Board; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement, but to the extent any terms included in a Proposal conflict with the terms herein, this Agreement takes precedence. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or

SCHEDULE A – PROPOSAL/ FEE SCHEDULE – 2026-2027 school year

\$900/consultation

Not to exceed \$25,200.00



is M. Milrod, M.D., P.C.

Pediatric Neurology and Sleep Medicine

80 Lincoln Highway (State Route
27)
Rear Suite
Edison, NJ 08820

Phone: 732-548-BRAIN (2724)
Fax: 732-623-9721

3/25/2026

My fees for the 2026-2027 school year as follows:

For an in person Pediatric Neurology Consultation/Neurodevelopmental Consultation in my office, the fee is \$900.

For a Pediatric Neurology/Neurodevelopmental Consultation via Telemedicine, the fee is \$900.

Both services include parent interview, child interview, neurological examination, review of questionnaires and school records, and written report. I can also conduct the consultations in Spanish without an interpreter.

We prefer to have records to review (such as results of the Child Study Team evaluation) at the time of the appointment as that is the most expeditious way to arrive at diagnoses.

Thank you very much for your kind consideration.

Sincerely,

Lewis Milrod, M.D.