

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

TO: Dr. Gerald Benaquista

C: Diane Cappiello
Yolanda Koon
Bernadette Watson

FROM: Kim Conti 

RE: Board Agenda

DATE: May 29, 2024

Approve Our House, Inc. to provide community-based employment services to district students for the 2024 – 2025 school year in an amount not to exceed \$200,000.00 in accordance with the information in the hands of each board member.
(7043/11-000-216-320-01-19)

OHI EMPLOYMENT SERVICE VENDORSHIP AGREEMENT

This agreement outlines the terms of provision of Supported Employment Services by Our House, Inc. to:

School district: Union Township Board of Education

Student Name:

Service Requested: Job Coaching, Job Development, and Work Skills Training (including Transportation to and from work site)

**Service cost: \$58.00/ hour individual rate,
 \$44.00/ hour group rate per student**

Service dates:

Service amount:

This agreement is designed so that Our House, Inc. (OHI) can assist the above named school in providing community based supported employment (SE) services to the student of the above named school. OHI Employment Services is a vendor of Supported Employment Services approved by the New Jersey Division of Vocational Rehabilitation Services, and the New Jersey Division of Developmental Disabilities.

This process will work as follows:

Referral Guidelines to Support Employment Services:

- 1.) Referral of students will be provided by the school system to OHI Employment Services.
- 2.) Referrals will be students who have a developmental or other cognitive disability who will require Supported Employment Services upon leaving school. Referrals will be accepted at any time during the year, not more than two years prior to graduation.
- 3.) Employment Services to be provided by OHI are to be documented in the goals and objectives of the student's Individualized Education Plan (IEP). The IEP must indicate that OHI is an approved vendor, providing Supported Employment Services as a related service.
- 4.) The referring school is required to provide documentation and fully disclose to OHI staff any necessary information they are aware of, which pertains to the student's background, and which may impact their appropriateness for employment. Required documents include IEP, Transition Plan, medical and psychological reports. Background information should include, but is not limited to: medical issues, past history of verbally or physically aggressive behavior; discharge from previous employment or from the services of other schools; criminal background check; a history of psychotic episodes or psychiatric

illness; etc. Such information will not necessarily preclude the student from being considered for participation. This information will remain confidential.

Referral to Adult Services:

- 1.) Referral to the Division of Vocational Rehabilitation Service (DVRS), the Division of Developmental Disabilities (DDD), and the Social Security Administration (SSA) is the responsibility of the school system.

OHI Employment Service Responsibilities:

- 1.) OHI staff will conduct full intake procedures. Referring school staff will be invited to participate in the activity related to this intake process, but such an activity may or may not be done in the presence of referring school staff. Information will be obtained from the student, parent, or any other individual OHI staff deems necessary, to obtain background information on the student, and will be conducted in the presence of the legal guardian if required.

During this intake procedure the student or parent/legal guardian if required, will be asked to sign certain legal documents and releases pertaining to the services that will be provided, and access to background information and various documents. This background information will be strictly for internal use by OHI. The only information that will be disclosed to employers is that which is part of the company's normal hiring process.

- 2.) OHI is responsible throughout the duration of this agreement, for the following activities related to the provision of Supported Employment Services to the student, and any other necessary off-site support activities. OHI will:
 - Provide assessment to determine student's skills, abilities, interests and support needs through job sampling and other informal assessment methods.
 - Assist the student to determine career interests and goals.
 - Implement the student's I.E.P. and follow the goals and objectives.
 - Provide job coaching, job sampling, job placement, and any other services referenced in this agreement.
- 3.) OHI acknowledges that all information provided by the school is confidential student information and records. As such, OHI shall not disclose any confidential student information or records to outside third parties absent the written consent of the adult student, legal guardian, or parent. OHI and OHI Employment Staff agrees to take all necessary precautions to safeguard confidential student information and shall comply with all state and federal laws concerning the safeguarding and disclosure of such student information. OHI and OHI Employment Staff shall only use and maintain student records for students to the extent that OHI has a legitimate educational interest.

4.) In accordance with the New Jersey “Pass the Trash’ law, N.J.S.A 18A:6-7.6 to 7.13 (hereinafter “Law”), which became effective June 1, 2018, hereby OHI acknowledges its obligations under the Law and certifies it is in compliance with the Law and all obligations required herein. OHI agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, OHI shall indemnify, defend, and hold the Board and its respective officers, employees, servants, agents, assigns and affiliates (“Indemnified Parties”), harmless from and against any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, cost of investigation and defense (including cost of private investigation and surveillance), cost for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company’s compliance with, or lack thereof, its obligations under the Law, N.J.S.A 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties, including but not limited to, services performed under this Agreement and Addendum or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable (“Covered Parties”) to the extent that such suits actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the Company is not negligent and/ or did not breach its statutory duty, then the Company no longer has an obligation to defend and indemnify the Board in such case.

Guideline for Job Placement

- 1.) When a position for employment becomes available which is potentially a good match for the preferences and needs of the student, the school, student and their parents will be made aware of this employment opportunity by OHI. Families and friends are encouraged to assist in the job development process.
- 2.) If the student is interested in applying for this position, OHI staff will arrange for an interview and/or job sampling and any other activities which the employer determines are necessary for evaluating the student’s suitability for employment. The school staff may be involved in this process at the job site, but final determination concerning this involvement is at the discretion of the employer. OHI staff will provide written documentation to the school concerning the events and outcome of the evaluation process.

- 3.) The employer will make the final decision concerning the suitability of the student for employment.
- 4.) The staff of both OHI and the school is expected and have an obligation to keep all parties informed on a regular basis, and have a duty to disclose any information obtained at any point in time, which in their professional opinion may impact the student, or the relationship between the employer, OHI and the school.
- 5.) Assessment will be scheduled on a flexible basis, prior to employment. The school district will be responsible for the student's supervision and daily activities until such time as employment has been secured except when the student is being assessed by OHI. OHI will provide training and supervision during the hours of work as scheduled by the employer, and while the student is being travel trained.
- 6.) Transportation will be arranged with the assistance of the school district. OHI does not provide transportation if the student is placed in a job or internship at an employment site.
- 7.) Job placements will be made only with employers who comply with the regulations of the Fair Labor Standards Act (FLSA) and Occupational Safety and Health Act (OSHA).
- 8.) OHI Employment Service staff have completed competency based supported employment training. This training is approved by New Jersey state agencies including DVRS, DDD, The NJ Commission for the Blind and Visually Impaired and the Division of the Mental Health and hospitals. Certificates of completion are maintained in the records of OHI. OHI represents that all of its employees have successfully completed criminal background history reviews and will provide a copy of same to the school upon request.
- 9.) In the event of accident or injury of the student, he or she shall be covered under the liability insurance of the school, and OHI shall not be held liable for this accident or injury.
- 10.) OHI will be remunerated by the school at a rate of fifty-three (53) dollars per hour for each billable hour of service. A billable hour includes all face-to-face interactions with the student including assessment, job site training, travel training and transportation, meetings with school personnel, report writing, job development and telephone follow-up on behalf of the student. The school district will have forty-five (45) days to make payment. The relationship of OHI and OHI Employment Services staff to the Board is that of an independent contractor. OHI and OHI Employment Staff shall act in an independent capacity in the performance of the Agreement and shall not be considered an employee of the Board and shall not have the right to bind or obligate the Board in any manner.

11.) OHI will make every effort to place this student in a competitive job. There are no guarantees, however, that a job can be obtained for this student. The school agrees to pay for all hours of service provided on behalf of this student, even in the event that a competitive job is not identified.

12.) By signing this agreement the school is retaining OHI Employment Services, not one specific staff person. Staff will be assigned to this matter at the discretion of OHI. Other persons may be assigned to complete the work at any time during the contract period.

13.) This Agreement may be terminated upon at least thirty (30) days written notice by either party. All written notices affecting termination must be delivered by certified or registered mail to the affected party.

14.) This agreement may only be amended in writing, and any verbal agreements by the staffs of the school or OHI that are contrary to this agreement, are not considered binding. This Agreement is subject to approval by the Board.

Termination of this agreement will occur under the following circumstances:

- If conditions or behaviors of the student indicate that placement is not recommended by the school, OHI, or both parties.
- The termination of the employment of the student by the employer, and upon resolution of any issues pertaining to that employment, if conditions or behaviors of the student indicate that re-placement is not recommended by the school, OHI, or both parties.
- Any of the terms of this agreement are not fulfilled.

As a representative of the listed school, I agree to the terms of this agreement as listed above.

Print Name: _____

Signature: _____

School: _____

Date: _____

Print Name: _____

Signature: _____

Company: Our House, Inc. Employment Service

Date: _____

RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement between **Our House, Inc.** 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.

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 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 individual and in the sum of Three Million Dollars (\$3,000,000.00) per occurrence.
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. Indemnification

Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.

VI. 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 unless Board requires more frequent billing.
- C. Board agrees to pay submitted bills within thirty (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 \$200,000.00 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 (5) 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.

VII. Term and Termination

- A. This Agreement will remain in effect through June 30 of the academic school year. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, any and all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.

- C. Either party may terminate this Agreement for cause due to breach of any material provisions in this Agreement by giving ten (10) days prior written notice.

VIII. 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 TO THE BOARD

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/Secretary
Union Tp. Board of Education
2369 Morris Avenue
Union, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Taylor Law Group, LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____

