

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: 2021-02-09

Approve Kid Clan Services to conduct the following evaluations at the indicated rate for district students: Bilingual Speech \$425.00, Bilingual Social \$400.00, Bilingual Educational \$475.00, and Bilingual Psychological \$475.00. Total expenditures will not exceed \$6,000.00 for bilingual evaluations through this vendor for the 2020-2021 school year, in accordance with the information in the hands of each Board member [Account #11-000-219-320-01-19].

AGREEMENT
BETWEEN
KID CLAN SERVICES, 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 Kid Clan Services, Inc., located at Center for Learning and Neurodevelopment, 304 Main Avenue, Clifton, New Jersey 07014, referred to in this Agreement as KID CLAN.

WHEREAS, Kid Clan offers and/or arranges for evaluations by licensed Therapists 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 to engage Kid Clan to provide access to Therapists to perform necessary evaluations of its students; and

WHEREAS, Kid Clan desires to provide access to such Therapists 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 09 day of Feb, 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), Kid Clan shall supply the Board with Therapists in order to perform evaluations of its students. Evaluation services performed by Kid Clan shall include: occupational therapy, physical therapy, monolingual speech, monolingual social, monolingual educational, monolingual psychological, bilingual speech, bilingual social,

bilingual social, bilingual educational, bilingual psychological evaluations. Kid Clan shall perform such evaluations on an as needed basis specified by the Board.

Article 3. Compensation

Compensation will be provided to Kid Clan by the following fee schedule:

<u>Evaluations</u>	<u>Fee</u>	<u>Location</u>
Occupational Therapy	\$370.00	School/Home/Office
Physical Therapy	\$370.00	School/Home/Office
Monolingual Speech	\$335.00	School/Home/Office
Monolingual Social	\$360.00	School/Home/Office
Monolingual Educational	\$400.00	School/Home/Office
Monolingual Psychological	\$400.00	School/Home/Office
Bilingual Speech	\$425.00	School/Home/Office
Bilingual Social	\$400.00	School/Home/Office
Bilingual Educational	\$400.00	School/Home/Office
Bilingual Psychological	\$475.00	School/Home/Office

Article 4. Payment of Services

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

- (a) Kid Clan shall submit consolidated monthly invoices (each, an "Invoice" and collectively, the "Invoices") to the Board containing the Fees for Services rendered by Kid Clan during the immediately preceding calendar month.
- (b) Payment of all Invoices for Services and reimbursements shall be made by the Board to Kid Clan within sixty (60) days of receipt of each Invoice.

Article 5. Confidentiality of Records

Kid Clan 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 Kid Clan in confidence and shall not be disclosed by Kid Clan 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.

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) Kid Clan may terminate this Agreement if the Board fails to pay any Invoice when due under this Agreement and the failure continues for sixty (60) business days after the Board's receipt of notice of nonpayment.
- (c) 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:45A-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

Kid Clan 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 Kid Clan 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. 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. Kid Clan 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 Kid Clan to perform the Services hereunder shall not be deemed to be an employee of the Board, and Kid Clan and the Kid Clan'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 Kid Clan performs the Services. Rather, the Board shall be entitled only to direct Kid Clan with respect to the elements of Services to be performed by Kid Clan, to inform Kid Clan as to where and when such Services shall be performed, and to review and assess the performance of such Services by Kid Clan 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.

KID CLAN SERVICES, INC.

By:



Name: President - Dirach Leiter

Title: President

BOARD OF EDUCATION

By:

Name:

Title:
