DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M

TO: Dr. Gerald Benaquista

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

From: Kim Conti

Re: Board Agenda Item

Date: March 25, 2025

Approve ACES (Assessments Counseling and Education Services), to provide Deaf and Hard of Hearing evaluations for district students at the rate of $950.00 per evaluation not to exceed $3,800.00 for the 2025-2026 School Year.
Acct# 7074/11-000-219-320-01-19

CONTRACT FOR MENTAL TECHNOLOGY ABILITIES CONSULTING SERVICES

This AGREEMENT is made and entered into this day of , **2025**, between **Assessments, Counseling, & Educational Support (ACES)**, with offices at 90 East Halsey Road, Suite 209, Parsippany, New Jersey 07054 (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 various evaluations and screenings and related 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.

Provider agrees to indemnify, defend and hold the Board and its respective officers, employees and agents harmless from and against any suits, actions, liabilities, claims, damages and expenses including, without limitation, costs of investigation, expert witness fees, and attorney fees for the defense of the underlying suit, arising out of or in any manner connected with Provider's compliance with its obligations under the PTT Law, including services performed under this Agreement by Provider, or anyone directly or indirectly employed by it, for any acts or omissions for which Provider may be legally liable with respect to the PPT Law. If in any given case a court rules that Provider is not negligent and/or did not breach its statutory duty, then Provider would have no obligation to defend and indemnify the Board.

D. Service. Provider shall provide the services identified in its Proposal attached as Schedule A. Services shall be provided to Board's students currently attending schools located within Board's district.

E. 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.

F 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.

G. Payment of Personnel. 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.

H. Policies and Procedures. Provider will follow the Board's policies and procedures while providing care in the school setting.

I. Independent Contractor. Provider shall provide services as independent contractor. Provider is not an agent of 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 Fee Schedule 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 **$3,800.00.**

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, 2026**. 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, 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 the occurrence of one of the following events by giving five days prior written notice:

1. Dissolution or bankruptcy of either Provider or Board.

2. Failure of either Provider or Board to maintain the insurance coverage required hereunder.

3. Breach by Provider or Board of any of the material provisions in this Agreement.

V. 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. The Vendor shall not have made a contribution to a member of the District Board of Education that is reportable pursuant to the Election Law Enforcement Commission during the preceding one-year period of the contract, and is prohibited from making any reportable contributions through the term of the contract, in accordance with N.J.A.C. 6A:23A-6.3.

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 the 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.

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 electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

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.

VII. 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/Secretary
Township of Union Public Schools
855 Lehigh Avenue, 2nd Floor
Union, New Jersey 07083

With a copy of legal notices to:

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

THE PARTIES hereby agree to the terms of this Agreement:

PROVIDER	**BOARD OF EDUCATION**
_____	_____
Print name/Title:	Print Name/Title:
Dated: _____	Dated: _____

SCHEDULE A – FEE SCHEDULE

(May attach Provider's Proposal)

ACES

Assessments, Counseling, & Educational Support
90 East Halsey Road
Suite 209
Parsippany, NJ 07054
973-316-6077 973-227-1593 (fax)

Schedule of Fees 2025-2026

Psychosexual Evaluation which primarily includes looking at social and emotional as well as psychosexual behavior.
$1800.00

Neuropsychological Evaluations which includes looking at ADHD, Executive Functioning, Cognitive and Academic Concerns, as well as Autism Spectrum Disorder
$3000.00

Neurological Evaluations
$1,200.00

Psychiatric Evaluations
1,200.00

Learning Evaluation (Certified LDTC)

Comprehensive Educational Evaluation
$750

Including:

Testing (Woodcock Johnson or WAIT-111 as well as extended tests as needed and/or further standardized assessments such as GORT, TORC, etc…)
Reviewing Background Information
Written Report
Interpretive phone conference as needed
Interviews
Classroom observation

The following **Individual Services** are billed at the rate of **$125.00 per hour**

Meetings at School
(IEP meetings, I&RS meetings etc…)

Psychological Evaluations:

School CST evaluations:
$750
Including:
Testing (Woodcock Johnson or WAIT-111 as well as extended tests as needed and/or further standardized assessments such as GORT, TORC, etc…)
Reviewing Background Information
Written Report
Interpretive phone conference as needed
Interviews
Classroom observation

The following **Individual Services** are billed at the rate of **$125.00 per hour**

Meetings at School
(IEP meetings, I&RS meetings etc…)

Social Evaluation (NJ Licensed Social Worker)

Social Evaluation
$500

Including:
Interview with family
Review of background info
Written Report
Interpretative phone conference as needed

Additional Assessments: Connors, ABAS-II (home)

The following **Individual Services** are billed at the rate of **$125.00 per hour**

Meetings at School
(IEP meetings, I&RS meetings etc…)

Speech/Language Evaluations: (MS CCC-SLP)

Comprehensive Speech/Language Evaluation

$750

Including:

Testing (E.g.TOLD/WORD/TAP/TOPS/ROWPVT/CTOPP…)
Reviewing Background Information
Written Report
Interpretive Phone Conference as needed
Classroom observation

The following **Individual Services** are billed at the rate of **$125.00 per hour**

Meetings at School
(IEP meetings, I&RS meetings etc…)

Specialized Evaluations (DEAF & HARD OF HEARING, CP, AUTISTC….)

Comprehensive Educational Evaluations, Psychological evaluations, Speech and Language evaluations, social evaluations available, Occupational Evaluations, and Physical Therapy evaluations. (Employees sign fluently and have experience working with specific populations)

$950.00

Including:

Testing (specialized testing for specific populations, interpretive reports based on the population, testing outside the limits to accommodate the limitations as needed)
Reviewing Background Information
Written Report
Interpretive phone conference as needed
Interviews
Classroom observation

Psychoeducational evaluations for young children ages 3 and under fee is 1,000 for the combined (one report)

FBA - Functional Beavioral Analysis 150.00 per hour

Firesetter Evaluations - 1,800.00

Substance Abuse Evaluations - 650.00

After-School Services

Tutoring	$75.00 per hour
Wilson Reading Instruction	$125.00 per hour
Just Words reading instruction	$125.00 per hour

*** No Show is a $400 fee

*** Interpreters are available based on specific needs (Spanish, Portuguese, ASL, Ukranian)