

**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: Dr. Jose Rodriguez  
Marissa McKenzie  
Yolanda Koon  
Bernadette Watson  
Diane Cappiello  
Suan Lam**

**From: Kim Conti**

**Re: Board Agenda Item**

**Date: May 18, 2026**

**Approve Reach Health Services to provide Clinical Counseling Services and the Wraparound program for the 2026-2027 School Year and ESY In-District Program at the cost of \$48,087.00 and \$2,128.00, respectively. (Acct.# - 7043/11-000-219-320-01-19).**

**Approve Reach Health Services for the 2026-2027 School Year to provide Individual Student Risk Assessment at a rate of \$250.00 per assessment, not to exceed \$1,250.00 (acct.# - 7074/11-000-219-320-01-19).**

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

This Proposal is provided to the Township of Union Public School District from Reach Health Services, LLC. for professional counseling services Extended School Year Program, ESY 2026.

### **SCOPE OF SERVICES**

Reach Health Services will provide clinical counseling sessions to students with Individual Educational Plans (IEP) or within the general student population for the Township of Union Public School District in an online HIPAA-compliant platform for a period of 4 weeks. 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 service totaling \$2,128.00. This monthly billing includes a total of 4 hours weekly – 16 hours/4 weeks .. The contract includes student counseling services, family/guardian counseling session, family communication components, 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.

(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 \$250.00 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:

Township of Union Public School District

Name:

Title:

Date:

Reach Health Services, LLC.

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

This Proposal is provided to the Township of Union Public School District from Reach Health Services, LLC. for professional counseling services for SY26/27.

### **SCOPE OF SERVICES**

Reach Health Services will provide clinical counseling sessions to students with Individual Educational Plans (IEP) or within the general student population for the Township of Union Public School District in an online HIPAA-compliant platform for a period of 41 weeks, beginning August 24, 2026, and ending on the last day of school, June 15, 2027. 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 \$4,808.70, beginning on September 1, 2026, and continuing for 10 consecutive months equal to \$48,087.00 annually. This monthly billing includes a total of 8 hours weekly – 328 hours/41 weeks plus 3 hours of platform incident setup totaling 331 hours. The contract includes student counseling services, family/guardian counseling session, family communication components, 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.
- (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 \$175.00 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 \$250.00 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:

Township of Union Public School District

Name:

Title:

Date:

Reach Health Services, LLC.



**UNION TOWNSHIP BOARD OF EDUCATION – RIDER  
CLINICAL COUNSELING SERVICES 2026 - 2027**

This Rider is incorporated fully into the terms of the attached Agreement between **Reach Health Services, LLC, 36 East Hege; Avenue, Colonia, NJ 07067 (“Provider”)** and the **Union Tp. Board of Education**, for the **2026 -2027** academic school year. 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. 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 (“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.

## **II. INDEMNIFICATION**

Each Party, subject to the provisions of the New Jersey Tort Claims Act and availability of appropriated funds, shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or in connection with any act of omission of its employees, agents or contractors, in the performance of the obligations assumed by the party pursuant to this Agreement. Provider is subject to the New Jersey Contractual Liability Act. Each Party is hereby released from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or Federal law, to the extent caused solely out of or in connection with the other Party's performance of the obligations assumed pursuant to this Agreement.

## **III. FEES**

The Provider shall be paid in accordance with the fee rates in the attached Fee Schedule for all services for the term of the Agreement.

## **IV. TERM.**

This Contract shall be for a period of 10 consecutive months commencing September 1, 2026.

## **V. PUBLIC CONTRACTING REQUIREMENTS**

A. Non-Collusion. The Provider certifies 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. 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 conformance 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.

C. 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 Superior Court of the State of New Jersey, County of Union.

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. This Rider, along with the Contract, constitutes the entire Agreement between the Provider and Board. **To the extent any terms included in the Contract 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.

**VII. NOTICE**

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

Yolanda Koon, Business Administrator/Secretary Union Tp.  
Board of Education  
855 Lehigh Avenue  
Union, NJ 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

**PROVIDER**

(signed)

\_\_\_\_\_

Print Name/Title

**BOARD OF EDUCATION**

(signed)

\_\_\_\_\_

Print Name/Title

## **REACH HEALTH SERVICES**

### **FEE SCHEDULE 2026- 2027**

- Clinical Counseling Services and Wraparound: Not to exceed \$48,087.00
- ESY In-District: NTE \$2,128.00
- Only upon written request of the District, Risk Assessment at a rate of \$250/assessment. Not to exceed \$1,250.00

