

DEPARTMENT OF SPECIAL SERVICES

Township of Union Public Schools  
M-E-M-O-R-A-N-D-U-M

TO: Dr. Scott Taylor

C: Gerald Benaquista  
Dr. Gretel Perez  
Yolanda Koon  
Kim Conti  
Bernadette Watson  
Diane Capiello

FROM: Kim Conti 

RE: Board Agenda

DATE: 7/28/2023

Approve teachers employed through Dr. L. Hanes & Associates to provide home instruction for districts students on an "as needed" basis for the school year 2023-2024 in an amount not to exceed \$15,000 (7693-11-150-100-320-01-19) in accordance with the information in the hands of each board member.



**Dr. L. Hanes & Associates**  
**Pompton Plains, NJ 07444**  
**(973) 831-5618 p**  
**(973) 843-5018 f**  
**shanes@drlhanes.com**

**CONTRACT FOR SERVICES**

THIS AGREEMENT by and between Dr. L. Hanes & Associates (hereinafter referred to as "Agency") and The Township of Union Public Schools. It is agreed between The Township of Union Public Schools and Agency that The Township of Union Public Schools does hereby engage and employ Agency to provide Child Study Team services for the 2023 – 2024 school year. Rates associated with Services can be found in the enclosed fee schedule.

1. Agency, through its personnel or subcontractor, shall provide the above-referenced services at the request of The Township of Union Public Schools. If additional available services not listed on the fee schedule are required, they will be negotiated at the current rate and a contract addendum will be executed.
2. All professional personnel employed by Agency who perform services under this Agreement shall complete fingerprinting and background checks and possess appropriate New Jersey Certification.
3. It is understood that The Township of Union Public Schools will not offer employment to any Agency associate employed to work in the Program for at least two (2) years after the employee ceases to work for Agency or contract with any consultant employed to work in the Program for at least sixty (60) days after the consultant ceases to work for Agency.
4. The parties shall each indemnify and hold harmless each other for any and all claims arising from the performance of services under this agreement.
5. It is hereby understood and agreed by Agency that this Agreement may be terminated by The Township of Union Public Schools upon 30 days prior written notice to Agency. Agency may also terminate this Agreement in accordance with paragraph 6.
6. The Township of Union Public Schools agrees to make payments within thirty (30) days of being billed by the Agency under this Agreement. Payments shall be made based on actual services rendered. If The Township of Union Public Schools fails to make such payments when due, Agency shall have the right to terminate this Agreement upon thirty (30) days' notice to The Township of Union Public Schools, and to discontinue all services. In such event, Agency shall be entitled to the value of services provided up to the date of termination and thereafter shall have no further obligation to provide services under the agreement.
7. Agency shall maintain professional liability and general liability insurance policies for the services covered by this agreement.
8. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

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**CONTRACT FOR SERVICES**

This Agreement constitutes the entire Agreement between The Township of Union Public Schools, and Agency and may not be amended or modified except by written instruments signed by The Township of Union Public Schools and Agency.

\_\_\_\_\_  
Yolanda Koon  
Business Administrator  
The Township of Union Public Schools

\_\_\_\_\_  
Dr. Lori Hanes, Ed.D  
Executive Director  
Dr. L. Hanes & Associates

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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**Fee Schedule for 2023-2024 School Year**

Psychological Evaluation .....	\$450
Speech Evaluation .....	\$450
Educational Evaluation.....	\$450
Social History Evaluation .....	\$450
Occupational Therapy Evaluation.....	\$450
Physical Therapy Evaluation .....	\$450
Bilingual Evaluations (psychological, social, educational, speech) .....	\$ 525
File review .....	\$100 per hour
Home Instruction.....	\$75 per hour
Reading Specialist .....	\$100 per hour
Occupational Therapy .....	\$90 per hour
Speech Therapy .....	\$95 per hour
Physical Therapy.....	\$95 per hour
Consultation/Meetings .....	\$100 per hour
BCBA.....	\$115 per hour
FBA.....	\$175 per hour
AVT .....	\$127 per hour



## RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement between Dr. L. Hanes & Associates, with offices in Pompton Plains, NJ, 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. Background Checks**

#### **(i) 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. Any failure to provide the CHRI or subsequent information about employees shall be considered a breach of the Agreement.

#### **(ii) 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, and hereby consents to any inquiries required by that law that may be performed by the Board.

### **II. Insurance**

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees and independent contractors 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 occurrence and in the sum of Three Million Dollars (\$3,000,000.00) annual aggregate.
2. The Board shall be named as an additional insured on Provider's general liability insurance policy. Provider's liability program shall not exclude abuse and molestation.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon request 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.

### **III. 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 basis 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 **2023 -2024 school year shall not exceed Fifteen Thousand Dollars (\$15,000.00)** **There shall be no change in rates for the 2023-2024 school year.**

### **IV. 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.

## V. **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.

## VI. 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  
Township of Union Public Schools  
2369 Morris Avenue  
Union, NJ 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.  
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC  
430 Mountain Avenue, Suite 103  
New Providence, NJ 07974

**Notices to Provider shall be delivered to:**

**Email:** [shanes@drlhane.com](mailto:shanes@drlhane.com)

*SIGNATURES ON NEXT PAGE*

**THE PARTIES hereby agree to the terms of this Rider:**

**PROVIDER**

(Signature) \_\_\_\_\_

Print name/Title:

Dated: \_\_\_\_\_

**BOARD OF EDUCATION**

(Signature) \_\_\_\_\_

Print Name/Title:

Dated: \_\_\_\_\_

