

**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. Scott Taylor

**C:** Gerald Benaquista  
Dr. Gretel Perez  
Yolanda Koon  
Diane Cappiello  
Bernadette Watson

**From:** Kim Conti 

**Date:** June 1, 2023

**Approve Effective School Solutions, LLC (ESS) to Provide therapeutic mental health services through licensed professionals to students in our district for the 2023 Extended School Year (ESY) not to exceed \$18,000.00.**

**(Acct # 11-00-216-320-01-19)**

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between Effective School Solutions, LLC which has offices located at 121 Chanlon Road, Suite 310, New Providence, NJ 07974 (hereinafter referred to as “Effective School Solutions” or “ESS”), and the Union Township Board of Education, which has offices located at 2369 Morris Ave Union, NJ 07083 (hereinafter referred to as the “Board of Education” or “Board”) (sometimes hereinafter, collectively, “the parties”).

WHEREAS, Effective School Solutions provides therapeutic mental health services through licensed professionals to students in public school districts; and

WHEREAS, the Board of Education is desirous of procuring such services from Effective School Solutions for students enrolled at Burnett Middle School, Kawameeh Middle School (for Intellectual or Developmental Disabilities “IDD”) and at Union High School (hereinafter referred to as the “School”); and

WHEREAS, Effective School Solutions and the Board of Education are desirous of entering into a contract for the provision of therapeutic mental health services for the 2023 summer program (“summer program”); and

WHEREAS, the Board of Education has the requisite legal authority to enter into an agreement to procure mental health services from Effective School Solutions.

NOW THEREFORE, based on the foregoing recitals, and in consideration of the mutual promises and covenants of the parties set forth below, the parties agree as follows:

1. Effective School Solutions shall provide the services of up to five (5) full-time equivalent New Jersey mental health professional who are trained and experienced in adolescent psychiatric treatment. If requested, Effective School Solutions shall also provide additional services assist with additional services of working with students diagnosed with IDD at Kawameeh Middle School. ESS shall be given access to school personnel and the respective students’ parents for consultation as reasonably requested. These professionals will hold a license, registration, certification, or other authorization from one or more of the following New Jersey state entities: Board of Social Work Examiners, Professional Counselor Examiners Committee, Board of Psychological Examiners or the State Board of Marriage and Family Therapy. The mental health professionals shall work under the direction and supervision of Effective School Solutions, and in conjunction with staff designated by the School. The mental health professionals shall satisfy the

requirements of the criminal history record check prescribed by N.J.S.A. 18A:6-7.1 et seq. before providing services to the Board of Education. Except as otherwise stated herein, these mental health professionals shall be present at all times when school is in session. However, as indicated in Section 5 of this Agreement, when the professional stays late on a given day to provide family services, he/she shall be entitled to take "compensation time" at some other point in the same week. 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, Effective School Solutions hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. The Effective School Solutions agrees to continue to comply with all requirements of the Law during the term of the Contract. Furthermore, Effective School Solutions 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 reasonable expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees for attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), and expense whether or not involving a third party claim, which are proximately caused by Effective School Solutions (including Effective School Solutions' agents, employees, subcontractors and sub consultants) obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties related to services performed under this Agreement. Effective School Solutions shall provide therapeutic mental health services for up to ten (10) students per full-time mental health professional enrolled at the Burnett Middle School and Union High School at any given time during the summer program, and up to ten (10) students, with no more than 6 students from the IDD classroom per full-time mental health professional enrolled at the Kawameeh Middle School (hereinafter referred to as "cohort"). The students in the cohort need not necessarily be the same students for the entire period. For the avoidance of doubt, ESS services can be provided to both General Education and Special Education students as directed by the district.

2. Unless otherwise determined by Effective School Solutions based on an assessment of the needs of a particular student or students, the therapeutic mental health services during the summer program shall include and be scheduled, as follows:

- (a) Five-week Summer Program

1. twice-weekly group therapy sessions of seventy-five (75) minutes each
2. individual or family therapy sessions every other week.

3. In the event one of the mental health professionals is absent, if so requested by the Board of Education, Effective School Solutions shall exert its best efforts to assign a qualified substitute (either in-person or virtual if an in-person substitute is unavailable) to provide the services. Effective School Solutions shall provide the Board of Education, if requested, with a credit of five hundred dollars (\$500) for each day of service missed in a school year after there has been an aggregated total of one missed day per full-time mental health professional for whom an in-person or virtual substitute cannot be offered to the district. For example, if there are three (3) contracted mental health professionals assigned to the Board of Education, then after an aggregate total of twelve (12) missed days without a substitute, Effective School Solutions would provide a credit of \$300 for each additional day of service in which a mental health professional or substitute is not offered, if requested by the Board of Education.

4. Effective School Solutions shall provide all the services outlined in this Agreement during normal school hours on regularly scheduled school days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at the School during evening hours at the discretion of Effective School Solutions. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the services, such services will not be rescheduled.

5. Days during which there is an extended School facility closure (e.g., for public health reasons) shall not constitute “regularly scheduled School days” pursuant to Section 5 and missed sessions due to extended School facility closures will not be considered absences pursuant to Section 3. During extended School facility closures, Effective School Solutions will deliver virtual or telephonic support consisting of a combination of virtual or telephonic individual therapy sessions, virtual or telephonic family therapy sessions and virtual or telephonic group therapy, consistent with Sections 2 and 4 of this Agreement. ESS staff members will continue to work full-time. In the event of a School facility closure, the implementation of required virtual learning, staggered schedules, and/or other modifications to School opening plans to address public health guidance or other extraordinary circumstances beyond both parties’ control, Effective School

Solutions may make reasonable modifications to the delivery of the services described in Sections 2 and 4 of this Agreement.

6. The Board of Education shall provide Effective School Solutions with:
  - (a) a confidential office that complies with applicable public health and safety laws for the mental health professionals to provide individual therapy sessions at the School;
  - (b) a classroom or similar space that complies with applicable public health and safety laws to conduct group therapy sessions, multifamily therapy groups and study skills classes;
  - (c) filing cabinet(s) with locking mechanisms to secure confidential records;
  - (d) use of telephones and computers for each assigned mental health professional with internet capabilities for each mental health professional at no cost to Effective School Solutions;
  - (e) Internet access with connectivity uptime of 99.9% during regularly scheduled school days or reimbursement to Effective School Solutions of the cost of hotspot devices;
  - (f) access to student education records including grades, attendance rates and disciplinary incidents for each student in the cohort receiving services from Effective School Solutions, in a manner prescribed by the Board of Education, subject to state and federal requirements for confidentiality of student education records and personally identifiable information. To the extent that confidential student education records or other information comes into the possession of Effective School Solutions, Effective School Solutions shall not further disclose that information without appropriate parental consent unless required or permitted by applicable law; and
  - (g) notification as to whether any School Resource Officer (“SRO”) qualifies as a “school official” such that Effective School Solutions may share student education records, information learned by Effective School Solutions’ personnel in the course of performing its services, and other personally identifiable information with the SRO.

7. Should the Board of Education request crisis assessment services from Effective School Solutions for students outside of the cohort, the Board of Education shall obtain any and all consents required to be obtained by applicable laws, regulations and/or Board of Education policies and provide any and all notices required to be provided by applicable laws, regulations and/or Board of Education policies in connection with ESS's provision of crisis assessment, response, and re-entry provided by Effective School Solutions under the Agreement. Further, the Board of Education shall file any reports with governmental authorities that are required to be filed by applicable laws and regulations in connection with ESS's provision of crisis assessment, response and re-entry provided by Effective School Solutions under the Agreement.

8. The Board of Education will assist Effective School Solutions in obtaining all consents that Effective School Solutions determines are necessary and/or appropriate under applicable laws and/or professional standards for the provision of services by Effective School Solutions. Effective School Solutions shall be designated as a "school official" by the Board of Education solely for the purpose of providing services to students pursuant to the terms of this Agreement (i.e. this designation as a school official shall not be interpreted as entitling Effective School Solutions to any workers compensation or other insurance or benefits of the Board of Education). All records of the services provided by Effective School Solutions to students of the Board of Education shall be considered Education Records pursuant to FERPA and shall be maintained by Effective School Solutions in accordance with applicable law on behalf of the Board of Education. Effective School Solutions shall make all records of services provided to such students in the cohort available to the Board of Education upon request or as required in order to deliver services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. Effective School Solutions shall provide parents/students with an acknowledgement for their signature which confirms that any information received by Effective School Solutions from the student may become part of the student's educational records retained by the Board of Education. Once a student is no longer receiving services, Effective School Solutions shall deliver all original records pertaining to that student to the Board of Education for future reference, and any copies retained by Effective School Solutions shall continue to be treated as Educational Records pursuant to FERPA.

9. In the event of any investigation or proceeding, including but not limited to those involving administrative, civil, criminal, or custody proceedings, if Effective School Solutions is

requested by a third party (pursuant to a subpoena or otherwise) to provide documents, testimony, or other information concerning the School, its personnel, or students, Effective School Solutions will provide notice to and seek guidance from the Board of Education before responding to any such request, unless Effective School Solutions reasonably believes it is prohibited by law from doing so. In addition, Effective School Solutions will use its best efforts to comply with any and all laws and regulations concerning the disclosure of FERPA-covered information. Notwithstanding the foregoing, Effective School Solutions and its personnel shall have no obligation to the Board or the School to participate in any such proceedings or comply with any such requests unless required by law. The Board agrees that it will hold Effective School Solutions and its personnel harmless, and protect them from retaliation, in connection with their lawful participation or compliance with, or lawful election not to participate in or comply with, any such proceedings or third-party requests.

10. It is within the sole discretion of Effective School Solutions to determine whether a student can enter or remain in the cohort once the student has been referred by the School for the services outlined in this Agreement. However, it is expressly understood that the primary reason for Effective School Solutions to either reject a student or remove a student from the cohort, after considering the input of the appropriate personnel of the School, is a student's unwillingness to appropriately participate in the services outlined in this Agreement or, in the sole opinion of Effective School Solutions staff, the student is a danger to himself/herself or others.

11. The Board of Education shall pay Effective School Solutions nine thousand dollars (\$9,000) per clinician for the services set forth in this Agreement. The additional fee shall be paid in one lump sum on or before July 1, 2023. Nonpayment of fees ninety (90) days following the invoice due date will incur a late payment charge of the lesser of one point five percent (1.5%) per month or the maximum rate allowed by law, and the Board of Education will be obligated to pay Effective School Solutions all costs and expenses Effective School Solutions incurs in connection with the collection of any unpaid invoice, including reasonable legal fees. Invoices for each month of service shall be submitted by Effective School Solutions to the Board upon the completion of each month of service.

12. Each party represents and warrants that it will comply with federal, state, and local employment, labor, public health and safety laws, and public health guidance in the conduct of the work supported by this Agreement, and that it will cooperate with the other party in the other



party's compliance with such laws and guidance. Each party shall indemnify, hold harmless, and defend the other party from any liability arising out of or relating to such party's failure to follow such laws and guidance in the conduct of the work supported by this Agreement.

13. The parties each acknowledge and agree that Effective School Solutions does not bill directly to Medicaid or to any other federal, state, or publicly funded programs, nor does Effective School Solutions input any information directly into any Medicaid billing systems nor make any decisions about billing to Medicaid, including but not limited to, the selection of billing codes. The Board of Education will hold harmless, indemnify and defend Effective School Solutions and its directors, employees, agents, successors and permitted assigns from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, investigations, penalties, fines, costs, or expenses of whatever kind, incurred by Effective School Solutions, relating to, resulting from, or occurring in connection with any actual, alleged, or investigated overpayments, or billing errors, or billing or documentation improprieties concerning Medicaid or any other federal, state or publicly funded programs, or any other actual or alleged violation by the Board of Education, its employees, representatives, agents, or assigns, of any applicable federal, state, or local statute, regulation, ordinance, or order.

14. The Board of Education shall cooperate with Effective School Solutions in Effective School Schools' actions to comply with Equal Employment Opportunity laws and guidance, including but not limited to providing reasonable accommodations to Effective School Solutions' employees for disabilities, pregnancies, and sincerely held religious beliefs as required under federal, state, and local law.

15. Unless otherwise required by law, the Board of Education shall not release the terms and conditions of this Agreement, including but not limited to the financial terms of this Agreement, to any person and/or entity. If the Board of Education or any of its representatives becomes compelled by applicable law, regulation, or in legal proceedings or other similar process to disclose this Agreement, the Board of Education will, unless prohibited by law, provide Effective School Solutions with prompt notice of such requirement prior to disclosure of the Agreement.

16. This Agreement may be terminated upon written notice for Cause. With respect to the termination of the Agreement by the Board of Education, the term "Cause" means the following: Gross Misconduct of an Effective School Solutions employee that is significantly



injurious to the Board of Education; or the material breach by Effective School Solutions of any material provision of this Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach. With respect to the termination of the Agreement by Effective School Solutions, the term "Cause" means the following: The Board of Education's substantial failure to cooperate with Effective School Solutions; or the material breach by the Board of Education of any material provision of this Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach. The parties hereby agree that the Board of Education's failure to pay the amount due under this Agreement shall constitute a material breach of this Agreement, which requires no further notice or opportunity to cure and entitles Effective School Solutions to terminate the Agreement and all of its obligations hereunder immediately upon written notice to the Board of Education.

17. The Parties agree to comply with the following:

- (a) Requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination", and the equal employment requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 6A:7-1 et seq., and N.J.A.C. 17:27-1 et seq. which are set forth at length in Exhibit "A" which is attached hereto, made a part hereof and incorporated herein by reference;
- (b) Remit a copy of its Business Registration Certificate to the Board of Education in accordance with the provisions of N.J.S.A. 52:32-44 no later than the execution of this Agreement. Effective School Solutions shall provide written notice to anyone other than employees providing the Services on behalf of Effective School Solutions of the responsibility to submit proof of Business Registration to Effective School Solutions, if applicable. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services; and
- (c) Provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., and shall submit the required disclosure forms to the Board of Education upon request no later than ten (10) days prior to the Board's approval of this Agreement.

18. Effective School Solutions shall maintain liability insurance coverage in the minimum amount of \$1,000,000.00 to cover any and all liability arising out of and/or related to

the provisions of therapeutic mental health services by Effective School Solutions to the Board of Education. Effective School Solutions shall furnish the Board of Education with a copy of the certificate of insurance prior to the rendering of the services set forth in this Agreement.

19. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the Board of Education under this Agreement or prepared by or on behalf of Effective School Solutions in the course of performing its obligations under this Agreement (collectively, the "Deliverables") except for any confidential information of the Board of Education or Board of Education materials shall be owned by Effective School Solutions. Effective School Solutions hereby grants the Board of Education a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and revocable basis to the extent necessary to enable the Board of Education to make use of the Deliverables for the purposes intended by this Agreement during the term of this Agreement unless otherwise agreed upon in writing with Effective School Solutions; provided that the Board of Education may use MTSS Playbooks and professional development and coaching participant guides following the expiration or termination of this Agreement.

20. The Board of Education acknowledges that as a result of training by, experience with, and a relationship with Effective School Solutions, all Effective School Solutions' employees are privy to Board of Education materials, as well as much or all of Effective School Solutions' trade secrets, confidential information, and proprietary information, which may include but are not limited to, pricing information, marketing information, business strategy information, negotiations, and "Customer Information," which includes but is not limited to names, phone numbers, addresses, email addresses, service history, service preferences, chain of command, pricing information, and other information, and identifying facts and circumstances specific to the customer and/or relevant to services. In the interest of protecting such trade secrets, confidential information, and proprietary information, including Customer Information, from disclosure or other improper use, the Board of Education acknowledges that each Effective Schools Solutions

employee has agreed by contract that, during the term of the employee's employment by Effective School Solutions and for the two-year period after the employee's employment with Effective School Solutions ends, (1) the employee will not provide any services of the type or character of services that the employee provides or has provided for Effective School Solutions, or contribute the employee's knowledge, in any capacity, to any school district for which Effective School Solutions provides and/or provided services during the employee's term of employment with Effective School Solutions, and (2) the employee will not use or engage in any activity that may require or inevitably requires disclosure of Effective School Solutions' trade secrets, proprietary information, or confidential information. The provisions of this Section 20 will remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of the Agreement, or the Agreement is not renewed by the parties upon the expiration of the term of the Agreement.

21. The Board of Education agrees that it shall not hire or otherwise use as a consultant or use as an independent contractor through a vendor other than Effective School Solutions (i) any employee currently employed by Effective School Solutions; or (ii) any former employee of Effective School Solutions, who provided services to a School overseen by the Board of Education, pursuant to this Agreement, in each case for a period of two (2) years from the later of the date the employee was last employed by Effective School Solutions or last provided services to the Board of Education as an employee of Effective School Solutions. Since damages for violating this Agreement are incapable of precise calculation and difficult to prove, the parties agree that the Board of Education would pay to Effective School Solutions liquidated damages in an amount of two-hundred thousand dollars (\$200,000) is fair and reasonable and does not constitute a penalty. The parties agree that this liquidated damages amount is fair and reasonable and is intended to compensate Effective School Solutions, and not constitute a penalty. The parties acknowledge and agree that Effective School Solutions' harm caused by a Board of Education Breach would be impossible or very difficult to accurately estimate as of the date of contract, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that would arise from a Board of Education breach. The Board of Education's payment of the liquidated damages would be the Board of Education's sole liability and entire obligation and the Effective School Solution's exclusive remedy for any breach of this Section 21. The provisions of this Section 21 of this Agreement shall remain in full force and effect, regardless of whether the

Agreement is terminated prior to the expiration of the term of this Agreement or the Agreement is not renewed by the parties upon the expiration of the term of this Agreement.

22. This Agreement shall be governed, construed, and interpreted in all respects in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Union, shall have jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

23. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right accruing under this Agreement; nor shall it affect any right that either party may have under the terms of this Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.

24. The provisions of this Agreement shall apply to, bind, and inure to the benefit of each of the parties hereto, and to their respective successors, assigns, and legal representatives.

25. Any and all notices and demands required or desired to be given under this Agreement shall be in writing and shall be deemed to have been given upon receipt by the other party, either by personal delivery or mail.

26. With the exception of indemnification liability and the liability under Section 21 of this Agreement, neither party shall be liable for special, incidental or consequential damages or lost profits (however arising, including negligence) arising out of or in connection with this Agreement, even if such party has been advised of the possibility of such damages. With the exception of indemnification liability and liability under Section 21 of this Agreement, in no event shall either party be liable to the other party in an amount greater than the amount paid or to be paid under this Agreement. This limitation of each party's liability is cumulative, with all payments for claims or damages in connection with this Agreement giving rise to the claim being aggregated to determine satisfaction of the limit. The existence of one or more claims will not enlarge the limit.

27. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

28. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or pdf signatures will be deemed as effective as original signatures.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

EFFECTIVE SCHOOL SOLUTIONS, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

UNION TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

**The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:**

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:  
[www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**