

**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
Diane Cappiello
Bernadette Watson

From: Kim Conti 

Date: March 16, 2023

Approve Effective School Solutions, LLC (ESS) to Provide therapeutic mental health services through licensed professionals to students in our district for the 2023-2024 school year not to exceed \$642,650.00.

(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 Autism Spectrum Disorder “ASD”) 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 2023-2024 school year (“school year program”) and during the 2023 summer program (“summer program”, defined as a five-week program scheduled during the months of July and August 2023); 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 two (2) full-time equivalent New Jersey mental health professionals in Burnett Middle School and two (2) in the High School who are trained and experienced in adolescent psychiatric treatment. Effective School Solutions shall also provide the services of one (1) full time New Jersey mental health professional in the Kawameeh Middle School to provide services outlined in this agreement and assist with additional services of working with students diagnosed with ASD. ASD treatment approaches will include skill development, comorbid approaches, family counseling and evidenced-based assessment tools. 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:

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 school year program shall include and be scheduled, as follows:

- (a) up to one (1) individual psychotherapy session each week for each student
- (b) up to one (1) family therapy session every other week (bi-weekly);
- (c) up to one (1) daily group therapy session, in which the number of students assigned to a specific group shall not be greater than ten (10); provided that if more than one ESS mental health professional provides services to the school, the number of students attending a group therapy session may extend beyond ten (10) students on an occasional basis for workload management purposes; and
- (d) up to one (1) parent/caregiver group session each month.

If elected by the Board of Education, Effective School Solutions will provide its summer program for up to ten (10) students per mental health professional enrolled at the School as noted below at the fee set forth in Section 12. The summer program is a five-week program and includes twice-weekly group therapy sessions of seventy-five (75) minutes each and individual or family therapy sessions every other week. The students in the Summer Program need not necessarily be the same students for the entire period.

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 four missed days 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. In addition to the services listed in section 2 of this Agreement, during the school year program, Effective School Solutions shall:

5. 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.

6. 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.

7. 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;

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.

10. 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.

of Education remains responsible for payment of the fees set forth in Section 12 of this Agreement. Unused units shall not roll over to a subsequent school year or agreement.

14. 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.

15. 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.

16. 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.

17. 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

(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.

22. 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 engage in any activity that may

parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

25. 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.

26. 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.

27. 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.

28. With the exception of indemnification liability and the liability under Section 23 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 23 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.

29. 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.

30. 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.

[Signature page follows.]

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,

DISTRICT INFORMATION

Please fill out the grid below with the contacts listed in the first column. If filling out the grid below is not possible, please submit this information in a separate sheet.

Department	Contact Name	Contact Email	Contact Phone #
Business/ Contracts (Executed copy of contract will be sent here)			
Billing/Invoices			
Additional contact if needed/not listed above			