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Board Certified in Cognitive
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Clinical Psychologist, NJ Lic. #936

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Rita Gordon, MEd, BCBA
Board Certified Behavior Analyst
BCBA#1-03-1300

Rebecca K. Schulman, PsyD, BCBA-D
Board Certified Behavior Analyst – Doctoral
Clinical Psychologist, NJ Lic. #5860,
BCBA-D #1-14-16284

March 27, 2019

Dear Ms. Hanson,

Please accept this letter as a proposal to provide a **Needs Assessment for Brick Public Schools' elementary school autism program**. The goal of the assessment will be to provide the district with an independent, objective and comprehensive assessment of the program strengths and needs, with specific recommendations to improve the autism program. The assessment and associated recommendations will be considered utilizing evidenced-based approaches which have been found to be consistent with best practices for educating students with an autism spectrum disorder.

The anticipated components of the assessment will include the following:

- 1) Staff to complete a needs assessment questionnaire prior to the on-site visit. This should include teachers, related services providers, behavior specialist, and case managers.
- 2) Full school day visit to:
 - a. Observe classroom during various activities (intensive teaching time, lunch/recess, centers, group)
 - b. Review sample program book information and data sheets, etc. (with confidential information withheld)
 - c. Meet with classroom teacher, related service providers (speech, OT), CST members, classroom's behaviorist, and paraprofessionals.
- 3) If desired by the district, have parents complete a survey / questionnaire.
- 4) Completion of a summary report that reflects the program description, strengths/needs of the program, and recommendations.
- 5) A 45-minute feedback conference-call will be scheduled to review and discuss the report after you have received the report.



Brick Public Schools: Needs Assessment, Page 2 of 6

The fee for this assessment is \$3,200, which is based upon the anticipated time necessary to complete the assessment procedures, analyze the questionnaires / surveys and complete the comprehensive report. There is no charge for the feedback phone conference.

Please contact me at the office at (732) 873-1212 or via email to provide me with feedback regarding this contract, including any questions or concerns. If you are comfortable with the contract, please sign and return this contract. Thank you very much in advance for your time and consideration.

Sincerely,

Rebecca K. Schulman, Psy.D., BCBA-D
Licensed Psychologist (NJ #5860)
Board Certified Behavior Analyst – Doctoral #1-14-16284

My signature below indicates that I understand the above contract, agree to the Assessment as planned, and agree that Brick Public Schools will pay in full for the cost of the Assessment provided by Dr. Rebecca Schulman. I understand the nature and purpose of the Assessment and have asked any questions or discussed any concerns I have. I also understand that any cancellations or rescheduling of appointments with the consultant made by the district need to be made at least 3 business days in advance, otherwise the district will be billed for the consultant's scheduled time.

District Authorized Signature

James W. Edwards, Jr., CPA

District Authorized Name

Date

Addendum

A. Behavior Therapy shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.

B. This Agreement shall be in effect from the date that this Agreement is executed until one (1) year thereafter unless terminated earlier pursuant to this Agreement.

C. INDEPENDENT CONTRACTOR. Behavior Therapy is and will perform its Services as an independent contractor for the BOE. Nothing in this Agreement shall be construed so as to render Behavior Therapy an employee, agent, representative, joint venturer or partner of the BOE, and Behavior Therapy shall not hold itself out to others in such capacity. Behavior Therapy shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the BOE. Behavior Therapy shall have no authority to bind the BOE to contracts or to incur any other obligations on behalf of the BOE, and any such contracts or obligations entered into or incurred by Behavior Therapy shall be void.

D. Behavior Therapy agrees to defend and indemnify and hold harmless the BOE, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to any claim arising out of the acts or omissions, including negligence or malpractice, of Behavior Therapy, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Agreement. Behavior Therapy's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

E. Throughout the term of this Agreement, Behavior Therapy agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. Behavior Therapy shall provide the BOE with evidence of such coverage upon request. Said insurance shall name the BOE as an additional insured.

F. CONFIDENTIALITY. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

Return. Each party agrees to immediately return to the other party or destroy all Confidential Information of the other party in its possession, custody or control in whatever form held (including all copies of all written documents relating to that) upon termination of the Agreement or at any time, or from time to time, upon the request of the other party.

G. TERMINATION. Either party shall have the right and option to terminate this Agreement at any time upon thirty (30) days written notice to the other party.

H. Assignment of Rights. Except as specified in this Agreement, the rights and obligations of each party under this Agreement are exclusive to that party and cannot be assigned or transferred to any other person, firm, organization, corporation or other entity without the prior written consent of the other party.

I. AFFIRMATIVE ACTION:

The Parties agree to incorporate by reference into this Contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Behavior Therapy agrees to comply fully with the terms, provisions, conditions and obligations of said Subsection 3.4(a), provided that said Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of said Regulations.

Behavior Therapy shall also comply with the requirements of the Affirmative Action set forth in Exhibit A attached hereto and made a part hereof.

The Parties agree to further incorporate into this Contract the mandatory language of subsections 7.4(a) and (b) of regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Behavior Therapy or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b).

Behavior Therapy shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. The Company shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

The Parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

J. The Parties do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (U.S.C. Sec. 121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.

K. INTERPRETATIONS OF SPECIFICATIONS AND CONTRACT:

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.

L. NOTICES. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.

M. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

N. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

O. ENTIRE AGREEMENT. This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.

P. BUSINESS REGISTRATION CERTIFICATE. The parties to this Contract agree to comply with the provisions of P.L. 2004, c. 57 and P.L. 2009, c. 315 in regards to Business Registration Certificate.

Q. The effective date of this Agreement shall be the date upon which it is executed by the last party to sign same and it shall be the obligation of the party to insert the date and deliver the copies of the Agreement to all parties who are signatories hereto.

R. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

S. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

T. Behavior Therapy shall comply with Exhibit A "Mandatory Equal Opportunity Language" as attached hereto and made a part hereof.

U. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.

V. Behavior Therapy shall certify in writing that all its employees and all subcontracted employees, present or new hires, servicing this agreement have not been convicted of a crime or are awaiting adjudication of same. This certification shall be provided by Behavior Therapy to District prior to any of Behavior Therapy's employees, or Behavior Therapy's subcontractor's

employees, coming in contact with any District pupils.

W. During the performance of this contract, Behavior Therapy shall not knowingly allow any employee registered pursuant to N.J.S.A. 2C:7-1, et seq. “Meghan’s Law”, as a tier 3 offender (sex offenders determined to pose a relatively high risk of offense”) or a Tier 2 offenders (sex offenders determined to pose a moderate risk of re-offense), upon the District’s property.

X. Behavior Therapy shall provide a Certification of Non-Involvement in Prohibited Activities in Iran pursuant to the requirements of N.J.S.A. 18A:18A:49.4.

Y. Behavior Therapy shall file a certificate of insurance for all insurance required under this Agreement with District. Certificates shall include the following language: This policy shall not be canceled or reduced in required amounts of liability or amounts of insurance until notice has been mailed to the Board of Education of the Township of Brick stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.

Z. Survival. The rights and obligations of each and every paragraph of this Addendum and the Memorandum of Agreement shall survive the expiration or the sooner termination of this Agreement.

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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.

EXHIBIT A (Cont)

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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: 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 N.J.A.C. 17:27-1.1 et seq.