

# GLASSBORO SCHOOL DISTRICT

## Monthly Board Items

Date Submitted: 5/29/24

Proposed Effective Date: 9/1/24

Short description (title): Acenda MOU

Submitted by:  
Catherine Torbik

Building:

DLB, TEBMS, GHS, AEHS

Proposed  
cost/amount:  
86,000

ESY:

Funded through:  
Title I

Grade(s) impacted if any:

### Board Action Requested:

Consideration to approve MOU with Acenda to provide therapeutic counseling services to students during the 24-25 school year.

### Details and ramifications:

Acenda will provide clinicians to provided therapeutic services to identified students throughout the school year. This is funded through Title 1

### Positives:

### Concerns:

### Other Comments:

FOR OFFICE USE ONLY:

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

Approved: Y or N

Index #: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING/AGREEMENT**  
**BETWEEN**  
**ACENDA, INC. AND GLASSBORO PUBLIC SCHOOLS DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), by and between Acenda, Inc. and GLASSBORO PUBLIC SCHOOLS DISTRICT.

**I. BACKGROUND**

Acenda, Inc. is a comprehensive, integrated health organization serving individuals across the lifespan by providing over 100 innovative programs to support children, adults, families, veterans, caregivers and the community at large.

GLASSBORO PUBLIC SCHOOLS DISTRICT is preK-12 grade school district which recognizes that children and youth with emotional and behavioral disturbances often experience academic and behavioral difficulties which prevent them from fulfilling their potential. In order to address these barriers to academic success, GLASSBORO PUBLIC SCHOOLS DISTRICT seeks to contract with Acenda, Inc., a mental health provider, for the delivery of school-based services which provide therapeutic intervention for children and youth with emotional and behavioral disturbances and their families and support for their classroom teachers.

**II. PURPOSE AND OBJECTIVES**

In order to meet the clinical, psychiatric and behavioral health needs of students, Acenda, Inc. and GLASSBORO PUBLIC SCHOOLS DISTRICT (the “Parties”), enter this Memorandum of Understanding. Purpose of the Memorandum is to support students and teachers through school-based counseling, collaborative and educational activities.

**III. ACTIVITIES**

**A. The Parties shall jointly perform the following:**

1. Coordinating schedules for students to attend counseling services.

**B. GLASSBORO PUBLIC SCHOOLS DISTRICT shall perform the following duties either at its sole cost and expense and/or as an in-kind contribution:**

1. Private space for one-on-one, group, or family counseling.
2. The provision of student names for referrals into services.
3. Access to parent/guardian contact information for the purpose of treatment consents and planning.
4. To the extent available, data regarding referrals grades/attendance.

**C. Acenda, Inc. shall perform the following duties:**

1. Counseling Services: Acenda, Inc. will provide Master’s level clinicians for counseling services. These services include individual, group and family counseling.
2. Collaboration and consultation with teachers and administration.

3. In-Service behavioral health presentations to teachers and administration.

#### IV. PERIOD OF PERFORMANCE

This Memorandum is effective July 1, 2024 through June 30, 2025. This Memorandum may be terminated by either party after 30 days written notice by either party.

#### V. PAYMENTS and LEVEL OF SERVICE

1. Counseling, collaboration and consultation services provided by a Masters' level clinician shall not exceed 864 hours.
  - a. The contracted ceiling amount of counseling and collaboration services for this Agreement is \$86,000.00. GLASSBORO PUBLIC SCHOOLS DISTRICT will reimburse Acenda, Inc. at a rate of \$99.54 per hour based for the hours of service provided by Acenda, Inc. on a monthly basis through June 30, 2025.
2. Acenda, Inc. agrees to submit invoices on a timely basis for payment, which will include the level service/hours provided by Acenda, Inc. GLASSBORO PUBLIC SCHOOLS DISTRICT reserves the right to inspect said invoices for accuracy prior to payment.

#### VI. MEDICAL RECORDS AND FILES

All records and files of clients who receive services from ACENDA, INC. are and shall be the property of ACENDA, INC. and shall not be accessed or removed by GLASSBORO PUBLIC SCHOOLS DISTRICT from the premises of ACENDA, INC. either electronically, or physically. Staff from both Parties shall maintain the confidentiality of all client records and shall not permit client records to be released to any third party except with the written consent of the client or a duly authorized person acting for the client or as permitted by applicable law. Both Parties shall adhere to Public Law 104-91 referred to as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its related "Privacy Rule" (45 CFR Part 164 Subpart E), "Breach Notification Rule" (45 CFR Part 164 Subpart D) and "Security Rule" (45 CFR Part 164 Subpart C), all as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Statute") and its regulations promulgated thereunder, as well as other applicable federal or state laws concerning the privacy and security of health information. If appropriate, the Parties will enter into a separate HIPAA Business Associate/Qualified Service Organization Agreement.

#### VII. SANCTIONED PERSONS/WARRANTIES

GLASSBORO PUBLIC SCHOOLS DISTRICT hereby represents and warrants on behalf of itself and, after due inquiry, on behalf of its Service Personnel that as of the date of execution of this MOU it and all of its Service Personnel: (a) are not "sanctioned persons" under any federal or state program or law; b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; (d) have not been listed on the United States Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; and (e) have not been convicted of a criminal offense related to health care. GLASSBORO PUBLIC SCHOOLS DISTRICT shall immediately inform ACENDA, INC. in the event GLASSBORO PUBLIC SCHOOLS DISTRICT is no longer able to make such warranties and representations. Without limitation to any other rights and remedies under this MOU, afforded by law, or in equity, ACENDA, INC. may immediately terminate this Memorandum, without penalty, in the event that ACENDA, INC. determines that GLASSBORO PUBLIC SCHOOLS DISTRICT is in breach of this representation and warranty.

VIII. AMENDMENTS

Any amendment to this Memorandum must be made in writing and agreed to by both parties.

IX. THIRD PARTIES

This Memorandum creates no enforceable rights in any third party.

X. NO JOINT VENTURE

Nothing contained herein shall be deemed or construed to constitute any agency, GLASSBORO PUBLIC SCHOOLS DISTRICT, joint venture, or employer-employee relationship between ACENDA, INC. and GLASSBORO PUBLIC SCHOOLS DISTRICT.

XI. NOTICES

Written notices to be given hereunder shall be sent by registered or certified mail, return receipt requested, to the following addresses:

Acenda, Inc.  
Dr. Anthony DiFabio, CEO  
42 South Delsea Drive  
Glassboro, NJ 08028

Glassboro Public Schools District  
Michael Sloan  
560 Joseph Bowe Blvd  
Glassboro, NJ 08028

XII. GENERAL PROVISIONS

- A. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition to the Memorandum or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Memorandum, but each and every covenant, condition, agreement and term of this Memorandum shall continue in full force and effect with respect to any other existing or subsequent breach.
- B. Notwithstanding any other provision of this Memorandum, if during the term hereof any Change of Law (defined below) results in Adverse Consequence (defined below), the parties shall have thirty (30) days within which to renegotiate reasonable revisions to this Memorandum to bring it into compliance with such Change of Law in order to avoid any Adverse Consequence. If parties cannot agree with the thirty (30) day period to revise this Memorandum, then either Party may terminate the Memorandum in ten days written notice to the other party.
  - 1. As used herein, "Change of Law" shall mean (i) any new legislation enacted by the federal or any state government; (ii) any new third-party payer or governmental agency law, rule, regulation, guideline or interpretation of a previously issued law, rule, regulation or guideline, or (iii) any judicial or administrative, order or decree.

2. As used herein, "Adverse Consequence" shall mean a Change of Law that prohibits, restricts or limits or otherwise affects either party's right or obligations hereunder in a material manner or otherwise makes it desirable to restructure the relationship established hereunder because of material legal consequences expected to result from such Change of Law.
  3. Notwithstanding the foregoing, if the changes referred to in Section XII (2) (b) above, frustrate the purpose of this Memorandum, either party may terminate this upon sixty (60) days written notice.
- C. This Memorandum may not be assigned in whole or in part by either Party without prior written consent of the other Party.
- D. The invalidity or unenforceability of any or some particular provision or provisions of this Memorandum shall not affect the other provisions hereof. Should any one or more provisions hereof be adjudged to any extent invalid or unenforceable by any competent tribunal, such provision shall be deemed modified to the extent necessary to make this Memorandum valid and enforceable.

IN WITNESS THEREOF each party has hereto caused this Memorandum to be executed by an authorized representative on the date set forth below.

ACENDA, INC.

GLASSBORO PUBLIC SCHOOLS DISTRICT

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

Name: Anthony DiFabio, Psy.D.

Title: President and CEO

Date:

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

Name: Michael Sloan

Title: Business Administrator

Date: