

WALL TOWNSHIP PUBLIC SCHOOLS
OFFICE OF THE BUSINESS ADMINISTRATOR/BOARD SECRETARY
PO Box 1199
Wall, New Jersey 07719-1199

Brian J. Smyth
Custodian of Records

Phone: 732-556-2016
FAX: 732-556-2102

March 1, 2024

Betsy Cross
Re: OPRA 24-06079
opra+request-59042-d597f658@requests.opramachine.com

Dear Ms. Cross,

The Wall Township Board of Education is in receipt of your emailed request for records dated March 1, 2024, wherein you requested records as follows:

“Immediate Access:...

May I please have the following:

- 1) a copy of the January 2024 attorney bills for Cornell, Merlino, McKeever and Osborne.
- 2) Any current contract the district has with Brown & Brown for insurance services. .”

In response to item 1), attorney bills from Cornell, Merlino, McKeever & Osborne for legal services rendered in January 2024, attached are documents responsive to your request consisting of 15 pages.

In response to item 2), any current contract the district has with Brown & Brown for insurance services, attached are documents responsive to your request consisting of 21 pages.

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Wall Township Board of Education to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ 08625, be-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

Sincerely,



Brian J. Smyth
Custodian of Records

BJS/dc

Cornell, Merlino & Osborne, LLC
238 St. Paul Street
Westfield, NJ 07090
Phone: 908-481-5000
Fax: 908-264-2045
Email: xxxxxxxxxx@xxxxxx.xxx

Invoice # 20192
Date: 01/31/2024

Wall Township Board of Education
1620 18th Avenue
Wall, New Jersey 07719

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$1,353.00	) - (\$0.00	) = \$1,353.00

01004-Wall Township Board of Education

OPRA

Date	Description	Hours	Amount
01/02/2024	Receipt and review of correspondence from B. Smyth; Office research, preparation and review of file; Review and follow up of file In Re: OPRA Request	0.50	\$82.50
01/03/2024	Research, preparation and drafting of communication to B. Smyth; Receipt and review of communications from B. Smyth In Re: OPRA	0.40	\$66.00
01/04/2024	Receipt and review of correspondence from B. Smyth; Office research, preparation and review of file; Review and follow up of file In Re: OPRA Request	0.50	\$82.50
01/05/2024	Receipt and review of correspondence from B. Smyth; Office research, preparation and review of file; Review and follow up of file In Re: OPRA Request	1.80	\$297.00
01/08/2024	Receipt and review of correspondence from B. Smyth; Office research, preparation and review of file; Review and follow up of file In Re: OPRA Request	2.50	\$412.50
01/09/2024	Office research, preparation and review of file In Re: OPRA Request	0.20	\$33.00
01/10/2024	Receipt and review of communication from B. Smyth; Research, preparation and drafting of communications to B. Smyth; Preparation of Certifications In Re: OPRA	0.50	\$82.50
01/30/2024	Telephone conference with B. Smyth; Receipt and review of email and attachments from B. Smyth In Re: OPRA	0.70	\$115.50
01/30/2024	Receipt and review of correspondence from B. Smyth; Office research, preparation and review of	0.60	\$99.00

file
In Re: OPRA Inquiry (24-047)

01/31/2024	Receipt and review of emails; Research, preparation and drafting of summary; Research, preparation and drafting of communication to B. Smyth In Re: OPRA Inquiry	0.50	\$82.50
Quantity Subtotal			8.2
Quantity Total			8.2
Subtotal			\$1,353.00
Amount			\$1,353.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
20192	03/01/2024	\$1,353.00	\$0.00	\$1,353.00
Outstanding Balance				\$1,353.00
Total Amount Outstanding				\$1,353.00

Tax ID: 47-2275513

Cornell, Merlino & Osborne, LLC
 238 St. Paul Street
 Westfield, NJ 07090
 Phone: 908-481-5000
 Fax: 908-264-2045
 Email: xxxxxxxxxx@xxxxxxx.xxx

Invoice # 20193
 Date: 01/31/2024

Wall Township Board of Education
 1620 18th Avenue
 Wall, New Jersey 07719

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$12,696.75	) - (\$0.00	) = \$12,696.75

01005-Wall Township Board of Education

Personnel/Labor

Date	Description	Hours	Amount
01/02/2024	Receipt and review of correspondence from M. Scarano; Telephone conference with C. Smeltzer, Esq. In Re: Grievance	0.25	\$41.25
01/03/2024	Office research, preparation and review of file; Preparation for Hearing; Research, preparation and drafting of Board Memorandum of Law; Preparation of exhibits; Receipt and review of email from Dr. Handerhan; Receipt and review of email with attachments from M. Scarano In Re: Grievance	4.00	\$660.00
01/04/2024	Office research, preparation and review of file; Preparation for Hearing; Research, preparation and drafting of Board Memorandum of Law; Preparation of exhibits In Re: Grievance	4.75	\$783.75
01/04/2024	Research, preparation and attendance at meeting with Dr. Handerhan, M. Scarano and B. Smyth In Re: Personnel Matters	1.00	\$165.00
01/04/2024	Office research, preparation and review of file In Re: Interim Employee	0.60	\$99.00
01/05/2024	Research, preparation and drafting of correspondence to Honorable E. Delanoy, Jr., ALJ; Receipt and review of correspondence from C. Berdecia. OAL In Re: Adjournment Request	0.90	\$148.50
01/05/2024	Office research, preparation and review of file; Preparation for Hearing; Research, preparation and drafting of Board Memorandum of Law; Preparation of exhibits In Re: Grievance	4.25	\$701.25
01/06/2024	Office research, preparation and review of file; Preparation for Hearing; Research, preparation and drafting of Board Memorandum of Law; Preparation of exhibits; Receipt and review of email from Dr. Handerhan; Receipt and review of email with attachments from M. Scarano In Re: Grievance	4.75	\$783.75

01/07/2024	Office research, preparation and review of file; Preparation of exhibits In Re: Grievance	3.50	\$577.50
01/08/2024	Research, preparation and drafting of correspondence to Dr. Handerhan In Re: Personnel	0.75	\$123.75
01/08/2024	Office research, preparation and review of file; Preparation for Hearing; Preparation of exhibits; Research, preparation and drafting of correspondence to J. Darby, Arbitrator; Preparation of attachments to correspondence In Re: Grievance	4.25	\$701.25
01/08/2024	Receipt and review of correspondence from K. Lee, OAL In Re: Personnel/Settlement Conference	0.25	\$41.25
01/09/2024	Office research, preparation and review of file; Preparation for Hearing In Re: Grievance	3.50	\$577.50
01/09/2024	Telephone conference with M. Scarano In Re: Personnel Matter	0.10	\$16.50
01/09/2024	Office research, preparation and review of file In Re: Information Request/Employee	0.30	\$49.50
01/10/2024	Receipt and review of correspondence from K. Lee, OAL In Re: Personnel/Settlement Conference	0.25	\$41.25
01/10/2024	Office research, preparation and review of file; Research, preparation and drafting of edited T. Ridoux Certification; Research, preparation and drafting of correspondence to C. Smeltzer, Esq. In Re: Grievance	3.25	\$536.25
01/11/2024	Research, preparation and drafting of correspondence to Dr. Handerhan; Receipt and review of correspondences from B. Wagner, Zazzali Law In Re: Personnel/Settlement Conference	1.25	\$206.25
01/11/2024	Receipt and review of correspondence from N. Johnson-Lafleur, NJEA; Receipt and review of correspondence from J. Darby, Arbitrator; Research, preparation and drafting of correspondence to J. Darby, Arbitrator; Research, preparation and drafting of correspondence to M. Scarano; Office research, preparation and review of file In Re: Grievance	1.45	\$239.25
01/11/2024	Telephone conference with Dr. Handerhan In Re: Personnel	0.10	\$16.50
01/11/2024	Telephone conference with J. Uliano, Esq. In Re: Personnel Matter	0.20	\$33.00
01/12/2024	Research, preparation and drafting of correspondence to J. Licata, Arbitrator; Receipt and review of correspondence from N. Johnson-Lafleur, NJEA; Office research, preparation and review of file; Preparation for Hearing In Re: Grievance	2.65	\$437.25
01/12/2024	Telephone conference with Dr. Handerhan In Re: Personnel	0.20	\$33.00
01/12/2024	Receipt and review of email from Prosecutor; Research, preparation, and drafting of email to Prosecutor's Office In Re: Legal Matter	0.25	\$41.25
01/13/2024	Receipt and review of correspondence from J. Licata, Arbitrator; Research, preparation and drafting of correspondence to N. Johnson-Lafleur, NJEA In Re: Grievance	0.45	\$74.25

01/14/2024	Office research, preparation and review of file; Research, preparation and drafting of correspondence to C. Smeltzer, Esq.; Receipt and review of email from C. Smeltzer, Esq.; Receipt and review of email from Arbitrator; Receipt and review of email from N. Johnson-Lafleur, NJEA In Re: Grievance	1.50	\$247.50
01/15/2024	Receipt and review of correspondence from C. Smeltzer, Esq.; Office research, preparation and review of file; Research, preparation and drafting of correspondence to C. Smeltzer, Esq.; Research, preparation and drafting of correspondence to J. Darby, Arbitrator and N. Johnson-Lafleur, NJEA; Research, preparation and drafting of correspondences to Dr. Handerhan; Receipt and review of correspondence from Dr. Handerhan In Re: Grievance	1.55	\$255.75
01/15/2024	Telephone conference with Dr. Handerhan In Re: Personnel Matter	0.10	\$16.50
01/16/2024	Office research, preparation and review of file In Re: Assistant Superintendent Position	0.25	\$41.25
01/16/2024	Telephone conference with Prosecutor In Re: Legal Matter	0.20	\$33.00
01/16/2024	Office research, preparation and review of file; Receipt and review of correspondence from prior Director of Human Resources ; Research, preparation and drafting of email to S. Cranston, Prior Director of Human Resources; Preparation for Hearing; Revision of Certification In Re: Grievance	3.25	\$536.25
01/17/2024	Office research, preparation and review of file; Receipt and review of email from M. Scarano; Research, preparation and drafting of email to M. Scarano; Research, preparation and drafting of Statement of Facts; Research, preparation and drafting of Memorandum of Law; Preparation of exhibits In Re: Grievance	3.75	\$618.75
01/18/2024	Receipt and review of email and attachment from Office of the Superintendent In Re: Personnel Matter	0.40	\$66.00
01/18/2024	Office research, preparation and review of file; Preparation for Hearing; Preparation of exhibits; Research, preparation and drafting of correspondence to C. Smeltzer, Esq. In Re: Grievance	3.00	\$495.00
01/18/2024	Office research, preparation and review of file; Preparation for Hearing; Research, preparation and drafting of Statement of Facts; Preparation of evidence In Re: Personnel	4.75	\$783.75
01/19/2024	Office research, preparation and review of file; Receipt and review of correspondence from M. Scarano; Research, preparation and drafting of correspondence to C. Smeltzer, Esq. In Re: Grievance	1.20	\$198.00
01/19/2024	Office research, preparation and review of file; Preparation for Hearing; Research, preparation and drafting of Statement of Facts In Re: Personnel	3.50	\$577.50
01/22/2024	Receipt and review of email and attachment from J. Higham In Re: Personnel	0.50	\$82.50
01/23/2024	Office research, preparation and review of file; Research Legal Argument In Re: Personnel	2.50	\$412.50
01/24/2024	Office research, preparation and review of file In Re: Personnel	2.05	\$338.25

01/25/2024	Receipt and review of email from M. Jacobs, Esq.; Research, preparation, and drafting of email to M. Jacobs, Esq. In Re: Pending Legal Matter	0.35	\$57.75
01/25/2024	Receipt and review of email and attachment from Office of the Superintendent In Re: Personnel Matter	0.35	\$57.75
01/26/2024	Research, preparation, and attendance at Settlement Conference In Re: Grievance	3.50	\$577.50
01/28/2024	Receipt and review of correspondences from R. Friedman, Esq.; Research, preparation and drafting of correspondence to R. Friedman, Esq. In Re: Personnel	0.55	\$90.75
01/29/2024	Receipt and review of correspondence from K. Lee, OAL In Re: Personnel/Settlement Conference	0.25	\$41.25
01/30/2024	Office research, preparation and review of file In Re: Personnel	0.25	\$41.25
		Quantity Subtotal	76.95
		Quantity Total	76.95
		Subtotal	\$12,696.75
		Amount	\$12,696.75

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
20193	03/01/2024	\$12,696.75	\$0.00	\$12,696.75
				Outstanding Balance
				\$12,696.75
				Total Amount Outstanding
				\$12,696.75

Tax ID: 47-2275513

Cornell, Merlino & Osborne, LLC
238 St. Paul Street
Westfield, NJ 07090
Phone: 908-481-5000
Fax: 908-264-2045
Email: xxxxxxxxxx@xxxxxxx.xxx

Invoice # 20194
Date: 01/31/2024

Wall Township Board of Education
1620 18th Avenue
Wall, New Jersey 07719

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$684.75	) - (\$0.00	) = \$684.75

01007-Wall Township Board of Education

Special Education

Date	Description	Hours	Amount
01/08/2024	Receipt and review of email and attachment from K. Bond; Receipt and review of email and attachments from K. Bond; Review IEP; Telephone conference with K. Bond In Re: Student Matter	1.25	\$206.25
01/09/2024	Research, preparation, and drafting of correspondence to J. Ettman, Esq.; Research, preparation, and drafting of email to J. Ettman, Esq.; Telephone conference with K. Bond In Re: Student Matter	0.70	\$115.50
01/18/2024	Receipt and review of IEP In Re: Student Matter	0.40	\$66.00
01/22/2024	Receipt and review of emails from K. Bond; Research, preparation, and drafting of emails to K. Bond; Research, preparation, and drafting of email to D. Carney, Advocate; Receipt and review of email from D. Carney, Advocate In Re: Student Matter	0.40	\$66.00
01/23/2024	Telephone conference with K. Bond In Re: Student Matter	0.10	\$16.50
01/24/2024	Receipt and review of email from K. Bond In Re: Student Matter	0.20	\$33.00
01/25/2024	Telephone conference with K. Bond In Re: Pending Matters	0.30	\$49.50
01/29/2024	Receipt and review of email and attachment from K. Bond; Research, preparation, and drafting of correspondence to M. Inzelbuch, Esq.; Telephone conference with K. Bond In Re: Student Matter	0.80	\$132.00
Quantity Subtotal			4.15
Quantity Total			4.15

Subtotal	\$684.75
Amount	\$684.75

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
20194	03/01/2024	\$684.75	\$0.00	\$684.75
Outstanding Balance				\$684.75
Total Amount Outstanding				\$684.75

Tax ID: 47-2275513

Cornell, Merlino & Osborne, LLC

238 St. Paul Street
Westfield, NJ 07090
Phone: 908-481-5000
Fax: 908-264-2045
Email: xxxxxxxxxx@xxxxxxx.xxx

Invoice # 20195
Date: 01/31/2024

Wall Township Board of Education
1620 18th Avenue
Wall, New Jersey 07719

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$41.25	) - (\$0.00	) = \$41.25

01024-Wall Township Board of Education

Negotiations

Date	Description	Hours	Amount
01/26/2024	Office research, preparation and review of file In Re: Salary Guides	0.25	\$41.25
Quantity Subtotal			0.25
Quantity Total			0.25
Subtotal			\$41.25
Amount			\$41.25

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
20195	03/01/2024	\$41.25	\$0.00	\$41.25
Outstanding Balance				\$41.25
Total Amount Outstanding				\$41.25

Tax ID: 47-2275513

Cornell, Merlino & Osborne, LLC
238 St. Paul Street
Westfield, NJ 07090
Phone: 908-481-5000
Fax: 908-264-2045
Email: xxxxxxxxxx@xxxxxxx.xxx

Invoice # 20196
Date: 01/31/2024

Wall Township Board of Education
1620 18th Avenue
Wall, New Jersey 07719

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$7,482.75	) - (\$0.00	) = \$7,482.75

00992-Wall Township Board of Education

General

Date	Description	Hours	Amount
01/02/2024	Research, preparation, and drafting of email to L. Koch, Esq.; Receipt and review of email from L. Koch, Esq.; Telephone conference with J. Jacobs, Esq.; Receipt and review of email from M. Jacobs, Esq. In Re: Pending Legal Matter	0.60	\$99.00
01/02/2024	Receipt and review of email; Telephone conference with Dr. Handerhan In Re: Board Matter	0.55	\$90.75
01/02/2024	Research, preparation and attendance at Board Meeting	0.85	\$140.25
01/03/2024	Research, preparation, and drafting of email to N. Benis, Esq.; Receipt and review of email and attachment from N. Benis, Esq.; Receipt and review of email and attachment from B. Smyth In Re: Student Matter	0.40	\$66.00
01/03/2024	Office research, preparation and review of file In Re: Litigation	0.50	\$82.50
01/03/2024	Office research, preparation and review of file In Re: Executive Session Minutes	0.40	\$66.00
01/03/2024	Telephone conference with L. Koch, Esq.; Receipt and review of email and attachment from B. Smyth; Receipt and review of email from E. Harrison, Esq. In Re: Pending Legal Matters	0.75	\$123.75
01/03/2024	Telephone conference with C. Steitz In Re: Pending Matters	0.30	\$49.50
01/04/2024	Receipt and review of email from B. Smyth; Receipt and review of email from E. Harrison, Esq.; Research, preparation, and drafting of email to L. Koch, Esq.; Receipt and review of email and attachment from L. Koch, Esq.; Research, preparation and attendance at meeting with T. O'Grady, Esq. and R. DuBoff; Telephone conference with B. Smyth In Re: Pending Legal Matter	2.00	\$330.00

01/04/2024	Office research, preparation and review of file In Re: Investigation	0.30	\$49.50
01/04/2024	Receipt and review of email from C. Steitz In Re: Board Matter	0.25	\$41.25
01/04/2024	Telephone conference with C. Steitz In Re: Pending Matters	0.75	\$123.75
01/05/2024	Receipt and review of email from N. Benis, Esq.; Research, preparation, and drafting of email to N. Benis, Esq.; Research, preparation, and drafting of email to B. Smyth; Receipt and review of email from Office of the Superintendent In Re: Student Matter	0.55	\$90.75
01/05/2024	Receipt and review of email and attachment from B. Smyth; Receipt and review of email In Re: Board Matter	0.65	\$107.25
01/05/2024	Receipt and review of email and attachment from E. Harrison, Esq. In Re: Pending Legal Matter	0.25	\$41.25
01/05/2024	Telephone conference with C. Steitz; Telephone conference with M. Jacobs, Esq. In Re: Pending Matters	0.55	\$90.75
01/08/2024	Telephone conference with Dr. Handerhan In Re: Pending Matters	0.60	\$99.00
01/10/2024	Receipt and review of email from M. Jacobs, Esq.; Research, preparation, and drafting of email to M. Jacobs, Esq. In Re: Pending Legal Matter	0.35	\$57.75
01/11/2024	Telephone conference with Dr. Handerhan In Re: Pending Matters	0.40	\$66.00
01/12/2024	Research, preparation, and drafting of email to L. Koch, Esq.; Receipt and review of email from L. Koch, Esq. In Re: Pending Legal Matter	0.35	\$57.75
01/12/2024	Receipt and review of email and attachment from N. Benis, Esq. In Re: Student Matter	0.35	\$57.75
01/13/2024	Receipt and review of correspondence from Dr. Handerhan; Office research, preparation and review of file; Review and follow up of file In Re: Student Matter	1.70	\$280.50
01/13/2024	Receipt and review of email In Re: Board Matter	0.20	\$33.00
01/14/2024	Review HIB Report; Review correspondence from N. Benis, Esq.; Review Insurance Policy; Preparation for Board Meeting In Re: Pending Matters	1.35	\$222.75
01/15/2024	Receipt and review of email from E. Harrison, Esq.; Research, preparation, and drafting of email to E. Harrison, Esq. In Re: Pending Legal Matter	0.35	\$57.75
01/16/2024	Research, preparation, and drafting of correspondence to Dr. Handerhan; Receipt and review of email and attachment from Office of the Superintendent In Re: Student Matter	0.80	\$132.00
01/16/2024	Receipt and review of email from T. O'Grady, Esq.; Research, preparation, and drafting of email to T. O'Grady, Esq.	0.35	\$57.75

In Re: Pending Legal Matter			
01/16/2024	Office research, preparation and review of file In Re: HIB Appeal	0.30	\$49.50
01/16/2024	Telephone conference with Dr. Handerhan In Re: Pending Matters	0.50	\$82.50
01/16/2024	Office research, preparation and review of file In Re: Investigation	0.30	\$49.50
01/16/2024	Research, preparation and attendance at Board Meeting	2.50	\$412.50
01/16/2024	Telephone conference with E. Harrison, Esq. In Re: Pending Legal Matter	0.20	\$33.00
01/17/2024	Receipt and review of email from T. O'Grady, Esq.; Research, preparation, and drafting of email to T. O'Grady, Esq. In Re: Pending Legal Matter	0.35	\$57.75
01/17/2024	Office research, preparation and review of file; Review and follow up of file In Re: HIB Appeal	0.60	\$99.00
01/17/2024	Research, preparation, and drafting of email; Office research, preparation and review of file In Re: Board Matter	0.45	\$74.25
01/17/2024	Multiple telephone conferences with C. Steitz In Re: Pending Matters	1.30	\$214.50
01/17/2024	Receipt and review of email and attachment from T. O'Grady, Esq. In Re: Pending Legal Matter	0.50	\$82.50
01/17/2024	Receipt and review of email and attachment from E. Harrison, Esq. In Re: Pending Legal Matter	0.35	\$57.75
01/17/2024	Research, preparation, and drafting of email to Prosecutor's Office In Re: Legal Matter	0.25	\$41.25
01/17/2024	Receipt and review of email from N. Benis, Esq. In Re: Student Matter	0.25	\$41.25
01/17/2024	Receipt and review of email from C. Steitz; Receipt and review of email; Receipt and review of email from A. Nasr In Re: Board Matter	0.50	\$82.50
01/17/2024	Telephone conference with Prosecutor's Office In Re: Pending Legal Matter	0.40	\$66.00
01/18/2024	Receipt and review of email from T. O'Grady, Esq. In Re: Pending Legal Matter	0.20	\$33.00
01/18/2024	Office research, preparation and review of file In Re: Bidding Requirements (Should we use other language which won't raise flags with the public?)	0.40	\$66.00
01/18/2024	Office research, preparation and review of file In Re: Research; Pending Matters	0.30	\$49.50
01/18/2024	Telephone conference with C. Steitz In Re: Pending Matters	0.45	\$74.25
01/18/2024	Telephone conference with M. Scarano	0.20	\$33.00

In Re: Pending Matter			
01/18/2024	Office research, preparation and review of file; Review and follow up of file In Re: Board Policy UETA	0.50	\$82.50
01/19/2024	Receipt and review of email from Prosecutor In Re: Pending Legal Matter	0.20	\$33.00
01/19/2024	Office research, preparation and review of file; Review and follow up of file In Re: Board Policy UETA	1.00	\$165.00
01/22/2024	Receipt and review of email from T. O'Grady, Esq.; Receipt and review of email from T. O'Grady, Esq. In Re: Pending Legal Matter	0.35	\$57.75
01/22/2024	Telephone conference with C. Steitz In Re: Pending Matters	1.50	\$247.50
01/22/2024	Office research, preparation and review of file In Re: Electronic Use Policy	0.30	\$49.50
01/22/2024	Receipt and review of email from N. Benis, Esq. In Re: Student Matter	0.20	\$33.00
01/22/2024	Office research, preparation and review of file In Re: Pending Legal Matter	0.45	\$74.25
01/22/2024	Office research, preparation and review of file; Review and follow up of file In Re: Board Policy	1.50	\$247.50
01/23/2024	Telephone conference with Dr. Handerhan In Re: Pending Matters	0.50	\$82.50
01/23/2024	Office research, preparation and review of file In Re: Investigation	2.00	\$330.00
01/23/2024	Receipt and review of email; Receipt and review of email from C. Steitz In Re: Board Matter	0.35	\$57.75
01/23/2024	Research, preparation, and drafting of email to T. O'Grady, Esq. In Re: Pending Legal Matter	0.20	\$33.00
01/23/2024	Research, preparation, and drafting of correspondence to Dr. Handerhan In Re: Pending Legal Matter	0.35	\$57.75
01/24/2024	Telephone conference with M. Scarano In Re: Electronic Use Policy (Same as bidding requirements?)	0.40	\$66.00
01/24/2024	Telephone conference with M. Scarano; Office research, preparation and review of file; Review and follow up of file In Re: Board Policy (Different than Electronic Use Policy?)	0.70	\$115.50
01/25/2024	Receipt and review of email from L. Koch, Esq. In Re: Pending Legal Matter	0.20	\$33.00
01/25/2024	Telephone conference with Dr. Handerhan In Re: Legal Matter	0.25	\$41.25
01/25/2024	Receipt and review of email from T. Steiner; Research, preparation, and drafting of email to T. Steiner In Re: Student Matter	0.35	\$57.75

01/25/2024	Research, preparation, and drafting of email to T. O'Grady, Esq.; Receipt and review of email from T. O'Grady, Esq. In Re: Pending Legal Matter	0.20	\$33.00
01/25/2024	Research, preparation, and drafting of email to Prosecutor In Re: Pending Legal Matter	0.25	\$41.25
01/25/2024	Telephone conference with T. Steiner; Office research, preparation and review of file; Review and follow up of file In Re: HIB Matter	1.70	\$280.50
01/25/2024	Office research, preparation and review of file; Review and follow up of file In Re: HIB inquiry	0.50	\$82.50
01/25/2024	Telephone conference with T. Steiner; Office research, preparation and review of file; Review and follow up of file In Re: 504 Inquiry	0.40	\$66.00
01/26/2024	Office research, preparation and review of file In Re: Investigation	0.25	\$41.25
01/26/2024	Receipt and review of email from N. Benis, Esq.; Research, preparation, and drafting of email to N. Benis, Esq. In Re: Student Matter	0.35	\$57.75
01/26/2024	Telephone conference with C. Steitz In Re: Pending Matters	0.50	\$82.50
01/26/2024	Telephone conference with K. Davis In Re: Student Matter	0.45	\$74.25
01/26/2024	Telephone conference with Dr. Handerhan, C. Steitz and T. O'Grady, Esq. In Re: Pending Legal Matter	1.80	\$297.00
01/29/2024	Receipt and review of email from R. DuBoff; Receipt and review of email from T. O'Grady, Esq. In Re: Pending Legal Matter	0.35	\$57.75
01/29/2024	Receipt and review of email from Prosecutor In Re: Pending Legal Matter	0.20	\$33.00
01/30/2024	Receipt and review of email and attachment from T. Steiner In Re: Student Matter	0.35	\$57.75
		Quantity Subtotal	45.35
		Quantity Total	45.35
		Subtotal	\$7,482.75
		Amount	\$7,482.75

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
20196	03/01/2024	\$7,482.75	\$0.00	\$7,482.75
Outstanding Balance				\$7,482.75
Total Amount Outstanding				\$7,482.75

Tax ID: 47-2275513

BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective July 1, 2023 (the "Effective Date"), is made by and between **WALL TOWNSHIP BOARD OF EDUCATION** ("Board of Education"), and the Roseland office of **BROWN & BROWN METRO, LLC** ("Broker").

Background

Board of Education wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Board of Education, Broker will provide services to the Board of Education as an insurance broker. Board of Education acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Board of Education expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

Nothing in this Agreement shall be construed to impose any obligations on Broker, or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated above.

4. **Board of Education Responsibilities.** In consideration of the Services provided by Broker, Board of Education agrees as follows:

(a) Board of Education shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.

(b) Board of Education shall timely produce and complete accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Board of Education further agrees to provide Broker with notice of any material changes in Board of Education's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Board of Education shall carefully read each insurance policy issued to Board of Education in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Board of Education is responsible for recommending any changes to insurance policies issued to Board of Education.

(c) Board of Education shall timely pay all premiums and fees.

(d) Board of Education shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event Board of Education intends to allow competing agents or brokers to solicit or market insurance to Board of Education.

5. **Compensation.** In consideration of the Services, Board of Education shall compensate Broker as set forth in Schedule A (the "Broker Services Fee"). With regard to the Broker Services Fee, Board of Education and Broker acknowledge and agree as follows:

(a) **The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Board of Education for the Lines of Insurance.**

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the

performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Board of Education.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Board of Education's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Board of Education.

(d) If Board of Education chooses to finance its premiums, Broker may assist Board of Education in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Board of Education.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Board of Education from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Board of Education.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this

Agreement and shall be paid by Board of Education upon request.

(g) Board of Education acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and Board of Education agree to hold in confidence Confidential Information (defined below). Board of Education acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or Board of Education become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information

as is necessary or advisable to comply with the legal process.

7. Termination.

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Board of Education may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of New Jersey if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Board of Education's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Board of Education's participation in any fraud; or (iii) Board of Education's material failure to properly perform its duties and responsibilities hereunder because of Board of Education's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Board of Education from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Board of Education:

Wall Board of Education Board of Education
PO Box 1199
Wall, New Jersey 07719-1199
Attn: Brian Smyth
Email: bsmyth@wall.k12.nj.us

If to Broker:

Brown & Brown Metro, LLC
56 Livingston Avenue
Roseland, New Jersey 07068
Attn: Lou Della Penna, Jr.
Email: lou.dellapennajr@bbrown.com

With a copy to:

Brown & Brown, Inc.
300 N. Beach Street
Daytona Beach, FL 32114
Attn: Legal Department

or such other address as either shall give to the other in writing for this purpose.

9. Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. New Jersey Law Applies; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Essex County, New Jersey.

11. Limitation of Liability; Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or

delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the

entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Board of Education and Broker by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BOARD OF EDUCATION:

Wall Township Board of Education

By: [Signature]
Name: BRYAN SMYTH
Title: BUSINESS ADMINISTRATOR

BROKER:

Brown & Brown Metro, LLC

a New Jersey limited liability company

By: [Signature]
Name: Colleen A. Cagle
Title: Grp Practice
Waller

SCHEDULE A – NEW JERSEY

AGREEMENT PURSUANT TO N.J.A.C. § 11:17B-3.1

Amount of Fee: Board of Education shall compensate Broker in the amount of **FIFTY-FIVE THOUSAND DOLLARS AND 00/100 (\$55,000.00) (the "Broker Services Fee")**. This fee is separate from and not a part of Board of Education's insurance premium. The fee may only be charged if Board of Education consents to the same in this writing.

The Broker Services Fee shall be fully earned and payable upon the Board of Education's execution and delivery of this Agreement.

Nature of Services: Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) Medical/Prescription; (b) Stop-Loss; and (c) Dental.

- a. Evaluate Board of Education's business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with Board of Education to review Board of Education's risk management program.
- b. Review and analyze Board of Education's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Board of Education's insurance program.
- c. Analyze current insurance market conditions and advise Board of Education of significant implications for Board of Education's insurance program.
- d. Facilitate, market, and procure quotations from carriers; review and analyze quotations and provide proposals for review by Board of Education.
- e. Secure and bind all coverage accepted by Board of Education.
- f. Coordinate loss prevention services provided by any insurance company with those services provided by Broker.
- g. Analyze past and current claim and loss history information and advise Board of Education of significant implications for Board of Education's insurance program.

Commissions: Broker WILL / WILL NOT (circle one) receive commissions from an insurance company in connection with Board of Education's purchase of insurance.

Date: _____

BOARD OF EDUCATION:

Wall Township Board of Education
a New Jersey municipal authority

By: [Signature]
Name: BRIAN J. SMYTH
Title: BUSINESS ADMINISTRATOR

BROKER:

Brown & Brown Metro, LLC
a New Jersey limited liability company

By: [Signature]
Name: Colleen A. Coyle
Title: Gen Practice Underwriter

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is being entered into between Brown & Brown Metro, LLC. (“Business Associate”) and all of the Health Plans of Plan Sponsor (“Covered Entity”) to facilitate compliance with the HIPAA Rules. It is also being entered into between the parties to facilitate compliance with the HITECH Amendment to HIPAA. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

This Agreement is effective as of the date both parties have signed this Agreement.

Article 1

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 Affiliate

“Affiliate” means an affiliate of Business Associate that will adhere to this Agreement if Covered Entity wishes to engage in services with an Affiliate through the Business Associate during the course of the relationship of Business Associate and Covered Entity

1.2 Business Associate

“Business Associate” means the first entity described in the first paragraph of this Agreement.

1.3 CFR

“CFR means the Code of Federal Regulations.

1.4 Covered Entity

“Covered Entity” means all of the Health Plans maintained by Plan Sponsor.

1.5 Designated Record Set

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

1.6 Electronic Health Record

“Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.7 HIPAA

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

1.8 HIPAA Rules

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

1.9 HITECH Amendment

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.10 Individual

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.11 Plan Sponsor- Wall Township Board Of Education

1.12 Protected Health Information or PHI

“Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

1.13 Required By Law

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.14 Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

1.15 Security Incident

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

Article 2

Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article. Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules, Business Associate shall train its workforce regarding the HIPAA Rules, Business Associate shall enter into this privacy/security Agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI, and Business Associate shall conduct a security risk analysis.

2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.

2.2 Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.4 Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware. With regard to inconsequential Security Incidents that occur on a frequent basis, such as “pings” or other unsuccessful attempts to penetrate computer networks or servers containing PHI maintained by Business Associate, Business Associate agrees to report to Covered Entity upon written request and no more frequently than annually, whether such inconsequential Security Incidents have occurred during the 12 month period preceding the date of the request.

2.5 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by

exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured PHI has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report the above-described breaches of unsecured PHI with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408 or alternatively, shall maintain a log of the above-described breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that the Plan may report breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.6 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic PHI.

2.7 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.8 Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI created, received, transmitted or maintained by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of the Secretary determining compliance with the HIPAA Rules.

2.10 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, or effective as of such date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of PHI from an Electronic Health Record in accordance with the HITECH Amendment.

2.11 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, or effective as of such date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of PHI from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.12 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care

operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the PHI and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose PHI as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use PHI to provide data aggregation services relating to the health care operations of the Covered Entity.

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.4 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses PHI for data aggregation or management and administration and legal responsibilities of the Business Associate.

Article 5

Term and Termination

5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on the date when both parties have signed this Agreement and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2, when the underlying service agreement between the parties with respect to the Health Plan(s) terminates, or as of such other date as agreed to by the parties in writing.

5.2 Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

5.3 Effect of Termination

(a) Except as provided in subparagraph (b), upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that the PHI is necessary for its own management and administration or to carry out its legal

responsibilities and Business Associate determines that it needs to retain the PHI for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(1) Retain only the PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this subsection, for as long as Business Associate retains the PHI;

(3) Not use or disclose the PHI retained by Business Associate other than for the purposes for which the PHI was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(4) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit PHI to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:
Brown & Brown Metro, LLC

56 Livingston Avenue, Suite 230
Colleen A. Coyle

Covered Entity:
Wall Township Board of Education
PO Box 1199
Wall, New Jersey 07719
Michelle Fabio

6.2 Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.5 Interpretation

Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

6.6 Successors

This Agreement is binding on each party's legal successors.

6.7 Indemnification

Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of PHI by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity and Plan Sponsor agree to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of PHI by Covered Entity or Plan Sponsor, or agents of Covered Entity or Plan Sponsor, in violation of this Agreement.

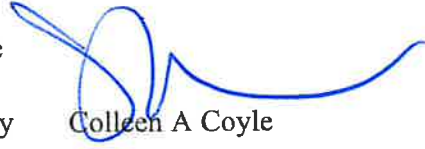
6.8 No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity, Plan Sponsor and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Colleen A. Coyle

Dated: 3/20/23

Signature

By  Colleen A Coyle

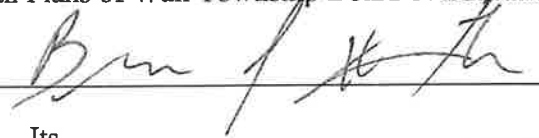
Its Group Benefits Practice Leader

Dated:

4/5/2023

Health Plans of Wall Township Board of Education

By


Its _____

BROKER SERVICES AGREEMENT

AGREEMENT, effective 07/01/2023, between Brown & Brown Metro, Inc. ("Broker" or "Service Provider"), a licensed insurance agency in the State of New Jersey with its principal place of business at 56 Livingston Avenue, Roseland, NJ 07068, and Wall Township Board of Education ("Client" or "Company"), a Board of Education within New Jersey, with its principal offices at 18th Avenue, Wall, NJ 07719.

WITNESSETH:

WHEREAS, Client wishes to retain Brown & Brown Metro to provide professional services to Client in connection with Client's general insurance coverage needs including Fire, Boiler & Machinery, Liability, Automobile, Workers' Compensation, Inland Marine and School Leaders Errors & Omissions, including acting as Client's broker-of-record in obtaining such coverage; and

WHEREAS, Brown & Brown Metro is willing to provide such professional services to Client in connection with Client's general insurance coverage needs including Fire, Boiler & Machinery, Liability, Automobile, Workers' Compensation, Inland Marine and Public Officials Liability, including acting as Client's broker-of-record in obtaining such coverage; and

WHEREAS, the parties wish to memorialize the 7/01/2023 Resolution, approved by the Wall Township Board of Education, appointing Brown & Brown Metro as broker of record for property, casualty and workers' compensation insurance.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants of the parties set forth in this Agreement and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Term.** This agreement shall be effective from July 1, 2023 through July 1, 2024 unless sooner terminated as herein provided.
2. **Relationship of Parties.** Company and Broker are independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship.
3. **Broker Responsibilities.** Broker, subject to the terms of this Agreement, shall provide the following:
 - a. Periodically evaluate the Company's operations to determine if there are any major uninsured exposures to financial loss, which should be insured;
 - b. Investigate and evaluate alternative insurance markets or buying techniques that could be employed by the Company to improve coverage or reduce costs without sacrifice of financial security or service;
 - c. Review the insurance policies and submit any comments and suggestions as to improvements that could be made in the terms and conditions of the various

- policy contracts;
 - d. Establish specifications for coverage, service, etc, and obtain quotations and evaluate such quotations wherever this approach to insurance marketing is deemed to be desirable;
 - e. As the Company's Service Provider, handle the actual administration of the policy contracts and any endorsement(s) thereto;
 - f. Establish proper procedures for the reporting of claims, including monitoring the influx and processing of such claims.
4. **Company Responsibilities.** In consideration of the services provided by the Broker, the Company agrees as follows:
- a. The Company shall cooperate fully with Broker and the insurance companies with whom Broker communicates in the performance of Broker's obligations in this Agreement.
 - b. The Company shall produce information including, but not limited to, current financial information, statements of values, loss information and any other information, at the request of the Broker.
 - c. The Company agrees that, so long as Broker fulfills its obligations under this Agreement, Broker shall be the exclusive provider of the services described in this Agreement and The Company shall not engage, contract or utilize a competing Broker for the same services described herein.
5. **Licensing and Insurance.** Broker agrees to maintain all individual and corporate licenses necessary to fulfill its responsibilities under this Agreement. Broker further agrees to maintain adequate insurance as shall protect it during the term of this Agreement.
6. **Compensation.** In consideration of the services provided hereunder, Broker shall be compensated a commission based on a percentage of the premium which represents the standard fee permissible pursuant by the Diploma JIF. The standard schedule is 12.5% for Package policies, 4.25% for Workers Compensation, and 12% for School Board Legal Liability. For all other policies, Brown & Brown Metro, LLC received \$0 commission.
7. **Expenses.** Costs and expenses associated with travel and expenses incurred by Broker on the performance of duties performed in furtherance of its obligations required by this Agreement shall be the sole responsibility of Broker unless specifically agreed upon in advance with The Company.
8. **Termination.** Either party may terminate this Agreement, with or without cause, and for any reason whatsoever, by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, as specified within said written notice. In the event the Agreement is terminated, Service Provider, upon request by the Company, will be responsible for providing all services herein required pertaining to any insurance for which the Company contracted as a result of Service

Provider's recommendations until the next anniversary date of said policies.

9. **Mandatory Equal Opportunity Language.** During the performance of this contract, Brown & Brown Metro, Inc. agrees as follows: Brown & Brown Metro, Inc. will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation. Brown & Brown Metro, Inc. will take affirmative action to ensure that such applicants are recruited and employed, and the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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; selection for training, including apprenticeship. Brown & Brown Metro, Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 27, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Div. Of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation 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.

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEOC 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 Div. Of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

10. **Confidential Information and Related Matters.** The parties recognize and acknowledge that, in the course of dealings pursuant to this Agreement, the parties shall be privy to Confidential Information as hereinafter defined. The parties further acknowledge that the Confidential Information constitutes valuable, secret, special, and unique assets of Broker and The Company. The Parties covenant and agree that, during the term of this Agreement, they will not disclose any Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose without the express written approval of the other party. Broker agrees that it will not use Company's Confidential Information except in furtherance of obligations in this Agreement. The term "Confidential Information" includes all information, whether or not reduced to written or recorded form, that is related to the parties hereto and that is not generally known to competitors nor intended for general dissemination, including but not limited to: (i) customer lists, insurance carriers, accounts and records pertaining thereto; and (ii) prospect lists, policy forms, and/or rating information, expiration dates, information on risk characteristics, information concerning insurance markets for large or unusual risks, and all other types of written information customarily used by the Company or available to Broker. The parties covenant to maintain the confidentiality of this information notwithstanding that employees of either party may have free access to the information for the purpose of performing their duties hereunder, and notwithstanding that employees and

contractors who are not expressly bound by this Agreement may have access to such information for job purposes. The parties acknowledge that it shall not be necessary, to mark such information as "confidential," or to transfer it by confidential envelope or communication in order to preserve the confidential nature of the information.

11. **Indemnification.** Broker shall indemnify and hold harmless the Company from and against any actions, suit, claims, demands or damages incurred while acting in its capacity as Broker for services for the Company and arising solely out of the actions or omissions of the Broker hereunder. Likewise, The Company shall indemnify and hold harmless Broker from and against any actions, suits, claims, demands or damages arising out of the actions or omissions of the Company hereunder.
12. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient in writing and if sent by Certified Mail to the addresses listed below:

Company at:

Wall Township Board of Education
18th Ave, PO Box 1199
Wall Township, NJ 07719
ATTN: Brian Smyth, Business Administrator/Board Secretary

and to Broker at:

Brown & Brown Metro, Inc.
56 Livingston Avenue
Roseland, NJ 07068
ATTN: Dominick S. Cinelli, Senior Vice President

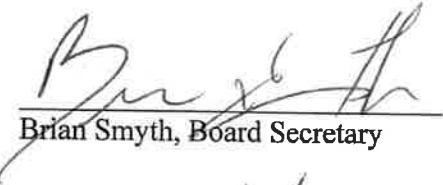
or such other address as either shall give to the other in writing for this purpose.

13. **Interpretation.** This Agreement shall not be construed or interpreted in a manner adverse to any party on the grounds that such party was responsible for drafting any portion of it.
14. **Choice of Law.** New Jersey law shall govern this contract, excluding its conflict of law and choice of law principles.
15. **Severability.** If, during the terms of this Agreement, it is found that a specific clause of said Agreement is illegal, the remainder of the Agreement not affected by such a ruling shall remain in force.
16. **Paragraph Headings.** The paragraph headings and designations used throughout this Agreement have been inserted solely for convenience in reference and shall in no way be taken to limit or extend the natural and proper construction or meaning of the language employed within the paragraph.

17. **Modification.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto caused these presents to be executed by its proper corporate officers and its corporate seal to be hereunto affixed as of the day and year as written below.

ATTEST:


Brian Smyth, Board Secretary

Date: 10/9/2023

THE BOARD OF EDUCATION OF WALL TOWNSHIP

BY: 
Christine Steitz- Board President

Date: 10/9/2023

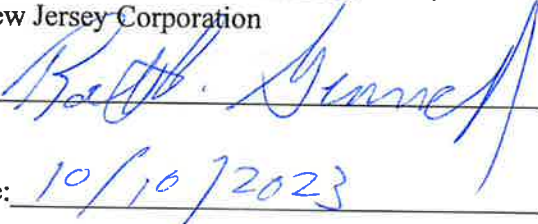
ATTEST:



Date: 10/10/2023

Richard Adelson - Vice President
Brown & Brown Metro, LLC

BROWN & BROWN METRO, LLC.,
a New Jersey Corporation

BY: 

Date: 10/10/2023

Robert P. Gemmell - VP Of Public Entity
Brown & Brown Metro, LLC