

AGREEMENT

This Agreement made this 16th day of JUNE, 2022 between Effective School Solutions, LLC which has offices located at 121 Chanlon Road, Suite 310, New Providence, NJ 07974 (hereinafter referred to as "Effective School Solutions" or "ESS"), and the Monroe Township School District, which has offices located at 423 Buckelew Avenue, Monroe Township, NJ, 08832 (hereinafter referred to as the "Board of Education" or "Board") (sometimes hereinafter referred to, collectively, as the "parties").

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

WHEREAS, the Board of Education is desirous of procuring such services from Effective School Solutions for students enrolled at Monroe Township Middle School (hereinafter referred to as the "School") in the Monroe Township School District; and

WHEREAS, Effective School Solutions and the Board of Education are desirous of entering into an agreement for the provision of therapeutic mental health services; and

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

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

1. Effective School Solutions shall provide the therapeutic mental health services of one (1) full time New Jersey-licensed mental health professional for the 2022-2023 school year ("Full School Year"), defined as the period of September 2022 through June 2023. This professional will hold a license from one or more of the following New Jersey state entities: Board of Social Work Examiners, Professional Counselor Examiners Committee, Board of Psychological Examiners or the State Board of Marriage and Family Therapy. The mental health professional shall work under the direction and supervision of Effective School Solutions, and in conjunction with staff designated by the School. The licensed mental health professional shall satisfy the requirements of the criminal history record check prescribed by N.J.S.A. 18A:6-7.1 et seq. before providing services to the Board of Education. The mental health professional shall be present at all times during the term of this Agreement when School is in session during the school year. Effective School Solutions shall provide therapeutic mental health services for a maximum of ten (10) students per licensed mental health professional (hereinafter referred to as "cohort") enrolled

in the School at any given time during the Full School Year. The students in the cohort need not necessarily be the same students for the entire period at the School. It is understood that Effective School Solutions will be reasonably available prior to the start of each period above for consultation for preparation of the launching of ESS services and to provide parent informational sessions to help assist in the transition of students returning to the School and entering ESS programming. Furthermore, in the weeks preceding the beginning of each of the periods above, ESS will provide all necessary clinical evaluations of students to ensure that they are appropriate for ESS programming.

2. Unless otherwise determined by Effective School Solutions through consultation with the Board of Education, based on an assessment of the needs of a particular student or students, the Tier 3 therapeutic mental health services shall include and be scheduled, as follows:

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

3. In the event the licensed mental health professional is absent, if requested by the Board of Education, Effective School Solutions shall exert its best efforts to assign a qualified substitute (either in-person or virtual if an in-person substitute is unavailable) to provide the services. Effective School Solutions shall provide the Board of Education with a credit of three hundred (\$300) dollars for each day of service missed by a mental health professional for whom a substitute cannot be obtained, after an aggregate total of five absences per number of contracted licensed mental health professionals during the school year. For example, if there are three (3) contracted licensed mental health professionals assigned to the Board of Education, then after an aggregate total of fifteen (15) missed days without a substitute, Effective School Solutions would provide a credit of \$300 for each additional day of service in which a mental health professional or substitute is not provided. If the Board of Education is not satisfied with the services provided

by one or more of the licensed mental health professionals assigned by Effective School Solutions for any lawful reason, and after engaging in a good faith discussion with Effective School Solutions, the Board may request a change in the professional assigned, in which case Effective School Solutions shall use commercially reasonable efforts to effectuate the change as quickly as possible but in no event later than seventy-five (75) days from the date Effective School Solutions receives the change request in writing. For the avoidance of doubt, the Board of Education does not have the authority to discipline or terminate the employment of any Effective School Solutions personnel. Rather, the Board of Education will promptly report any concerns regarding the performance or conduct of an Effective School Solutions employee to the Executive Director of Effective School Solutions.

4. In addition to the services listed in Section 2 of this Agreement, Effective School Solutions shall, unless otherwise determined by Effective School Solutions based on consultation with the Board of Education:

- a) direct its mental health professionals to regularly participate in a School teacher-led study skills class that is solely comprised of students in the cohort;
- b) have one (1) mental health professional monitor one (1) daily lunch period at each School that is solely comprised of students in the cohort;
- c) ensure that a mental health professional attends IEP meetings and Section 504 committee meetings, as needed, for students either in a cohort or being considered for enrollment in a cohort, provided that they do not conflict with the other scheduled services outlined in this Agreement; and
- d) provide up to 12 hours of professional development to be delivered either in-person or virtually during normal school hours on regularly scheduled school days or staff development days or to parents of students attending the district;
- e) provide up to 4, 1-hour virtual mental health workshops for parents/guardians.

5. Effective School Solutions shall provide all the clinical and administrative services outlined in this Agreement during normal School hours on regularly scheduled School days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled

at the School during evening hours at the discretion of Effective School Solutions. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the services, such services will not be rescheduled and will not be considered an absence pursuant to Section 3.

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

7. The Board of Education shall provide Effective School Solutions with:

- a) a confidential office that complies with applicable public health and safety laws for the mental health professionals to provide individual therapy sessions at the School;
- b) a classroom or similar space that complies with applicable public health and safety laws to conduct group therapy sessions, multifamily therapy groups and study skills classes;
- c) filing cabinet(s) with locking mechanisms to secure confidential records;
- d) use of telephones for each assigned mental health professional at no cost to Effective School Solutions;
- e) access to student education records including grades, attendance rates and disciplinary incidents for each student in the cohort receiving services from Effective School Solutions, in a manner prescribed by the Board of Education, subject to state and federal requirements for confidentiality of student education records and personally identifiable information. To the

extent that confidential student education records or other confidential student information comes into the possession of Effective School Solutions, Effective School Solutions shall not further disclose that information without appropriate parental consent unless required or permitted by applicable law; and

- f) notification as to whether any School Resource Officer ("SRO") qualifies as a "school official" such that Effective School Solutions may share student education records, information learned by Effective School Solutions' personnel in the course of performing its services, and other personally identifiable information with the SRO.

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

9. The Board of Education acknowledges that consent documented on a student's signed Individualized Education Program ("IEP") form constitutes consent from the student's parent or guardian or eligible student to receive services from Effective School Solutions pursuant to the IEP. Effective School Solutions shall be designated as a "school official" by the Board of Education for the purpose of providing services to students pursuant to the terms of this Agreement. All records of the services provided by Effective School Solutions to students of the Board of Education shall be considered Education Records, as defined by FERPA, and shall be maintained by Effective School Solutions in accordance with applicable law on behalf of the Board of Education. Effective School Solutions shall make all records of services provided to such students in the cohort available to the Board of Education upon request or as required in order to deliver services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. Effective School Solutions shall provide parents/students with

an acknowledgement for their signature, which confirms that any information received by Effective School Solutions from the student may become part of the student's Education Record retained by the Board of Education. Once a student is no longer receiving services, Effective School Solutions shall deliver all original records pertaining to that student to the Board of Education for future reference electronically or in printed form, and any copies retained by Effective School Solutions shall continue to be treated as Education Records pursuant to FERPA.

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

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

12. For the 2022-2023 school year (Full School Year), the Board of Education shall pay Effective School Solutions one hundred seventy thousand dollars (\$170,000) for the services set forth in this Agreement. Payment shall be made in ten (10) equal and consecutive monthly

installments of seventeen thousand dollars (\$17,000). The first payment shall be due on September 1, 2022 and subsequent payments shall be due on the first day of every month thereafter.

13. The Board of Education acknowledges that the Board of Education will work proactively with Effective School Solutions to schedule dates of the delivery of ESS services related to professional development, and the Board of Education shall ensure the availability of the Board's staff for delivery of such services. For the avoidance of doubt, in the event that the maximum units of services set forth in Section 4 of this Agreement are not delivered, the Board of Education remains responsible for payment of the fees set forth in Section 12 of this Agreement. Unused units shall not roll over to a subsequent school year or agreement.

14. Each party represents and warrants that it will comply with federal, state, and local employment, labor, public health and safety laws, and public health guidance in the conduct of the work supported by this Agreement, and that it will cooperate with the other party in the other party's compliance with such laws and guidance. Each party shall indemnify, hold harmless, and defend the other party from any liability arising out of or relating to such party's failure to follow such laws and guidance in the conduct of the work supported by this Agreement.

15. The parties each acknowledge and agree that Effective School Solutions does not bill directly to Medicaid or to any other state-funded programs. The Board of Education will hold harmless, indemnify and defend Effective School Solutions and its directors, employees, agents, successors and permitted assigns from any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, incurred by Effective School Solutions, relating to or resulting from any claim arising out of or occurring in connection with any actual or alleged overpayments or billings errors or improprieties concerning Medicaid or any other state or publicly funded programs, or any other actual or alleged violation by the Board of Education, its employees, representatives, agents, or assigns, of any applicable federal, state, or local statute, regulation, ordinance, or order.

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

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

18. This Agreement may be terminated upon written notice for Cause. With respect to the termination of the Agreement by the Board of Education, the term "Cause" means the following: Gross Misconduct of an Effective School Solutions employee that is significantly injurious to the Board of Education; or the material breach by Effective School Solutions of any material provision of this Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach. With respect to the termination of the Agreement by Effective School Solutions, the term "Cause" means the following: The Board of Education's substantial failure to cooperate with Effective School Solutions; or the material breach by the Board of Education of any material provision of this Agreement and failure to cure same within fifteen (15) business days after receipt of written notice of such breach. The parties hereby agree that the Board of Education's failure to pay the amount due under this Agreement for two (2) consecutive months shall constitute a material breach of this Agreement, which requires no further notice or opportunity to cure and entitles Effective School Solutions to terminate the Agreement and all of its obligations hereunder immediately upon written notice to the Board of Education.

19. The Parties agree to comply with the following:

- a) Requirements of N.J.S.A. 10:2-1 et seq., "The Law Against Discrimination", and the equal employment requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., and N.J.A.C. 17:27-1 et seq. which are set forth at length in Exhibit "A" which is attached hereto, made a part hereof and incorporated herein by reference;
- b) N.J.S.A. 52:32-44, which imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for Effective School Solutions in fulfilling this contract: 1) Effective School Solutions shall provide written notice to its subcontractors

to submit proof of business registration to Effective School Solutions; 2) prior to receipt of final payment from the Board of Education, Effective School Solutions must submit to the Board of Education an accurate list of all subcontractors or attest that none was used; 3) for the term of this agreement, Effective School Solutions and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State. In accordance with law, a contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency; and

- c) Provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., and shall submit the required disclosure forms to the Board of Education upon request no later than ten (10) days prior to the Board's approval of this Agreement.

20. Effective School Solutions shall maintain liability insurance coverage in the minimum amount of \$1,000,000.00. Effective School Solutions shall furnish the Board of Education with a copy of the certificate of insurance prior to the rendering of the therapeutic mental health services set forth in this Agreement.

21. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to the Board of Education under this Agreement or prepared by or on behalf of Effective School Solutions in the course of performing its obligations under this Agreement (collectively, the "Deliverables") except for any confidential information of the Board of Education or Board of Education materials shall be owned by

Effective School Solutions. Effective School Solutions hereby grants the Board of Education a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable the Board of Education to make reasonable use of the Deliverables.

22. The Board of Education acknowledges that as a result of training by, experience with, and a relationship with Effective School Solutions, all Effective School Solutions' employees are privy to Board of Education materials, as well as much or all of Effective School Solutions' trade secrets, confidential information, and proprietary information, which may include but are not limited to, pricing information, marketing information, business strategy information, negotiations, and "Customer Information," which includes but is not limited to names, phone numbers, addresses, email addresses, service history, service preferences, chain of command, pricing information, and other information, and identifying facts and circumstances specific to the customer and/or relevant to services. In the interest of protecting such trade secrets, confidential information, and proprietary information, including Customer Information, from disclosure or other improper use, the Board of Education acknowledges that each Effective Schools Solutions employee has agreed by contract that, during the term of the employee's employment by Effective School Solutions and for the two-year period after the employee's employment with Effective School Solutions ends, (1) the employee will not provide any services of the type or character of services that the employee provides or has provided for Effective School Solutions, or contribute the employee's knowledge, in any capacity, to any school district for which Effective School Solutions provides and/or provided services during the employee's term of employment with Effective School Solutions, and (2) the employee will not use engage in any activity that may require or inevitably requires disclosure of Effective School Solutions' trade secrets, proprietary information, or confidential information. The provisions of this Section 22 will remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of the Agreement, or the Agreement is not renewed by the parties upon the expiration of the term of the Agreement.

23. The Board of Education agrees that it shall not hire, use as a consultant, or use as an independent contractor through a vendor other than Effective School Solutions (i) any employee currently employed by Effective School Solutions; or (ii) any former employee of Effective School

Solutions who provided services to a School overseen by the Board of Education, pursuant to this Agreement, in each case for a period of two (2) years from the later of the date the employee was last employed by Effective School Solutions or last provided services to the Board of Education as an employee of Effective School Solutions. Since damages for violating this Agreement are incapable of precise calculation and would be difficult to prove, the parties agree that the Board of Education would pay to Effective School Solutions liquidated damages in an amount equal to four (4) times the employee's annual salary for the time period equal to the breach of this restrictive covenant. The parties agree that this liquidated damages amount is fair and reasonable and is intended to compensate Effective School Solutions, and not constitute a penalty. The parties acknowledge and agree that Effective School Solutions' harm caused by a Board of Education Breach would be impossible or very difficult to accurately estimate as of the date of contract, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that would arise from a Board of Education breach. The Board of Education's payment of the liquidated damages would be the Board of Education's sole liability and entire obligation and the Effective School Solution's exclusive remedy for any breach of this Section 23. The provisions of this Section 23 of this Agreement shall remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of this Agreement or the Agreement is not renewed by the parties upon the expiration of the term of this Agreement.

24. This Agreement is subject to all applicable federal, state and local statutes, regulations and ordinances and shall be interpreted in accordance with the laws of the State of New Jersey.

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

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

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

28. With the exception of indemnification liability and the liability under Section 23 of this Agreement, neither party shall be liable for special, incidental or consequential damages or lost profits (however arising, including negligence) arising out of or in connection with this Agreement, even if such party has been advised of the possibility of such damages. With the exception of indemnification liability and liability under Section 23 of this Agreement, in no event shall either party be liable to the other party in an amount greater than the amount paid or to be paid under this Agreement. This limitation of each party's liability is cumulative, with all payments for claims or damages in connection with this Agreement giving rise to the claim being aggregated to determine satisfaction of the limit. The existence of one or more claims will not enlarge the limit.

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

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

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

EFFECTIVE SCHOOL SOLUTIONS, LLC

By:  _____

Title: Duncan F. Young

MONROE TOWNSHIP SCHOOL DISTRICT

By:  _____

Title: Acting Business Administrator



EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 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; 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, where applicable, will send to each labor union or representative or 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment

agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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