

F.27

**DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M**

TO: Dr. Scott Taylor

**C Dr. Gretel Perez
Gerald Benaquista
Yolanda Koon
Diana Cappiello
Bernadette Watson**

From: Kim Conti

Re: Board Agenda Items

Date: June 27,2022

**Approve Dr. Llyse O'Desky 26 Linden Avenue, Springfield, New Jersey
(Neuropsychological Testing Center) for Neuropsychological Evaluation at
the rate of \$600.00 for the initial Consultation with the parent and \$3,400.00
per evaluation for the 22-23 School Year not to exceed \$4,000.00.
Account # 11-000-219-320-01-19**

CONTRACT FOR NEUROPSYCHOLOGICAL EVALUATIONS

This AGREEMENT is made and entered into this _____ day of _____, 2022 by Ilyse O'Desky, Psy.D., with offices located at 26 Linden Avenue, Springfield, New Jersey 07081 (hereinafter referred to as "Provider") and Union Township Board of Education (hereinafter referred to as the "Board") (collectively, the "Parties"), which administers contracts for the school district of the Township of Union ("District").

Provider is engaged in the business of providing neuropsychological testing and evaluations and Board has identified a need for such services ("Services") to be provided to students in the District.

The Board is a duly organized Board of Education organized pursuant to N.J.S.A. 18A:18A-1 *et seq.*

WHEREAS, it is the desire of both parties to make provision for such professional services, in accordance with the terms of the Agreement.

THEREFORE, in consideration of the mutual covenants expressed herein, Provider and Board agree to the terms and conditions set forth herein:

I. RESPONSIBILITIES OF PROVIDER

A. Qualifications of Personnel.

(i) Provider represents that she is licensed or certified as may be required by State law to provide the Services.

B. Criminal Background Check

Provider shall provide at request a Criminal History Record Information (CHRI), including fingerprint background check for herself and any employees who provide direct services to a student during the term of this Agreement.

C. Sexual Abuse/Child Abuse Disclosure Release Form

Provider shall comply with the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.7, and hereby consents to any inquiries required by that law that may be performed by the Board.

D. Service. Provider shall provide the services set forth in Provider's Proposal dated June 21, 2022, attached hereto as Schedule A. Services shall be provided to Board's students currently attending schools located within the District.

II. RESPONSIBILITIES OF BOARD

- A. Payment for Services. Board is responsible to compensate Provider for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. New Jersey Department of Education Requirements. Board agrees to provide Provider with all NJDOE forms and information necessary for its employees, if applicable, to obtain the required Criminal History Review. Provider agrees to provide only employees that have been approved by the NJDOE.
- C. Insurance. Board shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of Board acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

III. BILLING AND COMPENSATION

- A. Board agrees to compensate Provider in accordance with the Fee Schedule attached in Provider's Proposal as Schedule A.
- B. Provider shall forward to Board an itemized bill on a weekly basis.
- C. Service hours shall be defined as the actual hours provided within the school. Service hours shall not include travel time or any other periods that are not directly related to the services provided pursuant to this Agreement.
- D. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- E. This Contract is for the 2022 - 2023 academic school term. The total compensation paid shall not exceed **\$4,000.00**.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on the execution of this Agreement and will remain in effect through June 30, 2023. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, any and all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.

person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

VI. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. This writing constitutes the entire Agreement between Provider and Board; there are no prior written or oral promises or representations incorporated herein. **Each Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in**

SIGNATURES ON NEXT PAGE

SCHEDULE A – FEE SCHEDULE

(May attach Provider's Proposal)



Kathleen Gilmartin <kgilmartin@twpunionschools.org>

Neuropsychological Testing Fees

1 message

Ilyse Odesky <ntcodesky@gmail.com>
To: kgilmartin@twpunionschools.org

Tue, Jun 21, 2022 at 11:29 AM

Ms. Gilmartin,

As requested, the fees for neuropsychological testing are as follows:

It is \$600.00 for the initial consultation with the parents and it is \$3400.00 for the testing. Included in this fee is the administration, scoring, analysis and written report. These are separated into two fees because there are times that I do the initial interview and recommend against testing. Obviously, if you still want the testing despite the recommendation, I will do the assessment.

Also, just so you know, the report is typically sent to the school one week after the testing is completed.

If you need any further information, please feel free to contact me.

Thank you and have a great day,

Dr. Ilyse O'Desky
Neuropsychological Testing Center
26 Linden Avenue
Springfield, New Jersey 07081
(973) 376-5511

*****PLEASE DO NOT RESPOND TO THIS EMAIL AS I DO NOT CHECK IT REGULARLY.
PLEASE CALL ME IF YOU NEED ANYTHING.**

By choosing to use e-mail to communicate with me, you understand and agree to the following: The use of e-mail poses risks to the confidentiality of your health information. The Internet is an open network and provides no inherent protection for confidential information. You accept these risks. E-mail must not be the primary means of communication with me. Please note that this e-mail and any files transmitted with it may be privileged, confidential, and protected from disclosure under applicable law. If the reader of this message is not the intended recipient, please notify the sender and delete this message, any attachments, and all copies and backups from your computer. In particular, you must contact me by telephone or in-person about critical or time-sensitive issues. There will be times when I will not have access to e-mail. Be sure to contact my office by telephone when necessary.

