

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

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TO: Dr. Gerald Benaquista  
Dr. Gretel Perez  
Yolanda Koon  
Bernadette Watson  
Diane Cappiello

From: Kim Conti 

Re: Board Agenda Item

Date: February 15, 2024

Approve The Center for Developmental Psychiatry, 400 Frank W. Burr Blvd #6, Teaneck, NJ 07666 to provide Psychiatric Evaluation at the rate of \$1,000.00 per evaluation and Psychiatric Clearance at the rate of \$500.00 per clearance for the 2023-2024 School year not to exceed \$10,000.00. (11-000-219-320-01-19)

## CONTRACT FOR PSYCHIATRIC SERVICES

This **AGREEMENT** is made and entered into this day of \_\_\_\_\_, 2024, between Center for Developmental Psychiatry, with offices located at 400 Frank W. Burr Blvd., #6, Teaneck, NJ 07666 (hereinafter referred to as “**Provider**”) and Union Township Board of Education (hereinafter referred to as the “**Board**”), which administers contract for the Union Township District (collectively, the “**Parties**”).

Provider is engaged in the business of providing professional psychiatric evaluation services and Board has identified a need for such 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 services, in accordance with the terms of the Agreement.

**NOW, 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 it is an approved agency for providing psychiatric evaluations and clearances for students as required by the State of New Jersey for related services pursuant to N.J.A.C. 6A:14-5.1 and N.J.A.C. 6A:2-5.2.

(ii) Provider shall only provide employees who are licensed or certified as may be required by State law.

#### (ii) Criminal Background Check

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students. Any failure to provide the CHRI or subsequent information about employees shall be considered a breach of the Agreement.

#### (iii) Sexual Abuse/Child Abuse Disclosure Release Form

- H. Independent Contractor. Provider shall provide services as independent contractor. Provider is not an agent of Board.
- I. Gratuities. Provider and its employees shall not accept any gratuity from the families of students for which services are being provided.
- J. Confidentiality. Provider agrees that all information and knowledge that it receives from the Board, or by virtue of providing services under this Agreement shall be held strictly confidential and shall not be disclosed to any person except to the Board or with the Board's prior written permission.

## 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 to obtain the required Criminal History Review, if needed. 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 as Schedule A.
- B. Provider shall forward to Board an itemized bill on a monthly basis or such other frequency as the Board may require.
- 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. The total compensation paid shall not exceed \$10,000.00.

from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.

- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with the provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any 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.

With a copy of legal notices to:

Lester E. Taylor, Esq.  
Taylor Law Gorup, LLC  
430 Mountain Avenue, Suite 103  
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Jason Dean, Clinical Instructor  
Center for Developmental Psychiatry  
400 Frank W. Burr Blvd., #6  
Teaneck, NJ 07666

**THE PARTIES hereby agree to the terms of this Agreement:**

**PROVIDER**

**BOARD OF EDUCATION**

\_\_\_\_\_

\_\_\_\_\_

Print name/Title:

Print Name/Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## Center for Developmental Psychiatry Fee Schedule for School Evaluations

Thank you for considering The Center for Developmental Psychiatry. We are a group private practice with several child psychiatrists on-staff who provide psychiatric evaluations for students.

In our clinical practice, we differ from other psychiatrists in that we all provide psychotherapy when indicated and desired. Even when we are only providing medication management, we take a holistic approach and strive to understand psychiatric symptoms in the context of development, personality, and family dynamics.

Our school evaluation process begins with a review of the records, including a comprehensive questionnaire and rating scales sent out to school staff in advance. These questionnaires and rating scales will allow school staff to express their concerns in detail, and these documents are reviewed before the clinical evaluation with the student and family in order to provide the proper context. In addition, we send similar questionnaires and rating scales out to the student and their family in order to gather as much clinical information as possible before the evaluation session. Finally, we then meet with the student and their parent(s) for an evaluation session. We then prepare a report that will detail our clinical impressions, diagnoses, comments on safety (if applicable), recommendations for accommodations in the school, recommendations for psychotherapy or medication management in the community, and any other recommendations we may have for services or activities in the community.

We try very hard to understand where schools are coming from and also what they have available. We split our reports into academic recommendations and non-academic recommendations so that we don't leave you in a position where you're suddenly on the hook for services you don't provide. And we try very hard to help families understand that they need to pursue outside treatment as well, so that the entire burden is not placed solely on the school. We've often heard that school staff is frustrated because the family wants accommodations, but then they do not follow-through with outside treatment. Finally, we are also not quick to recommend out-of-district placement and only do that if the school has truly tried everything, which is usually not the case. Typically, we end up recommending a plan for the next several months including accommodations and services in the school, coupled with adequate outside mental health treatment, and then re-evaluating in a few months.

Fee for Psychiatric Clearance: \$500

Fee for Psychiatric Evaluation: \$1,000

Jason Dean, MD  
Clinical Instructor, Yale School of Medicine  
Founder, The Center for Developmental Psychiatry