

AGREEMENT FOR SERVICES

This Agreement is executed by and between the Board of Education of the Livingston Public Schools, Essex County, State of New Jersey (hereinafter, "Board") and GenPsych (hereinafter, "Agency") for the 2022-2023/2024 academic year commencing March 15, 2023 through June 30, 2024. It shall be for the provision of Psychiatric Clearance to Return to School after a Risk Assessment for students and for the time period stated above.

Article I

Purpose of Agreement

This agreement shall govern the terms and conditions of PSYCHIATRIC CLEARANCE TO RETURN TO SCHOOL AFTER A RISK ASSESSMENT provided by the Agency to students and staff in the legal charge of the Board. Subject to the terms of this Agreement, the Agency shall provide, and the Board shall be financially responsible for services provided to students and staff members.

Article II

Agency Responsibilities

- A. The Agency attests that it is in the business of providing to individuals and entities, such as the Board.
- B. The Agency shall supply PSYCHIATRIC CLEARANCE TO RETURN TO SCHOOL AFTER A RISK ASSESSMENT to the Board, who shall provide services for students and staff members. The Agency shall hold current license registration and/or certification from the New Jersey State Department of Health to practice in the State of New Jersey and they render services in accordance with all applicable laws, relevant Board policies and procedures, and this Agreement.
- C. All Services shall be delivered at GenPsych in Livingston, NJ.
- D. GenPsych's hours of operation are:
Monday 9:00 AM - 5:00 PM
Tuesday 9:00 AM - 3:30 PM
Wednesday 9:00 AM - 5:00 PM
Thursday 9:00 AM - 5:00 PM
Friday 9:00 AM - 3:00 PM
- E. On request, the Agency shall permit the Board (including its officers, agents and/or employees) to inspect the personnel file of any providers providing services under this agreement. At a minimum, the file must contain the following:
 - 1) Verification of current State license
 - 2) Resume or Curriculum Vitae
- F. During the term of this Agreement and at their own cost, each contracted provider will maintain valid policies of general and professional liability insurance covering the acts and/or omissions of the providers. The policies shall be in amounts at least equal to \$1 million/individual incident and \$3 million/aggregate.
- G. During the term of this Agreement, the Agency shall be solely responsible for the payment of wages and any other form of compensation.
- H. On a monthly basis, the Agency shall submit a bill to the Board for services rendered under this agreement, which shall itemize the following information: the initials of the student(s) receiving services and the date(s) of service, a clear statement of safety to return to school, the overseeing psychiatrists name clearly printed and a signature. A Purchase Order and Vendor Declaration will be provided by the Board. Payment will be provided, following receipt of signed Vendor Declaration and monthly invoices from the Agency, within sixty calendar days of receipt and following a Board Voting Meeting.
- I. In providing services under this Agreement, the provider shall work directly with the Assistant Superintendent and District Principals; their work shall be subject to review by the Assistant Superintendent.

1. Provider shall provide the Principal and/or Assistant Superintendent, as appropriate, with written documentation the date of the assessment at GENPSYCH and the results, with a clearly printed name and signature of a treating psychiatrist on the documentation.
2. Provider shall accept appointments for evaluations within 24 hours of referral and submit written documentation within the business day of the completed evaluation or sooner if possible.
3. Provider shall prepare and maintain written records and reports, in accordance with governing laws and relevant Board policies and procedures. Such records and reports shall become the property of the Board; the Agency may retain a copy for its records.
4. The implementation of a change must be done in accordance with governing law and relevant Board policies and procedures.

- J. The Agency shall provide the District with a telephone and/or other number for use in the event of an emergency.
- K. The Agency shall not assign or transfer any of its rights or obligations under this Agreement to any other entity or individual without express written consent of the Board.

Article III

Board of Education Responsibilities

- A. Upon executing this agreement, the Board shall provide the Agency with a copy of the school calendar for the 2022-2023 academic year, which shows all scheduled school holidays. The calendar remains subject to change by the Board without advance notice. If possible, advance notice of a change shall be given to the Agency. If 24 hours advance notice of a change could have been provided but was not, the Board shall be financially responsible for any scheduled service affected by the change. All school calendars may be found on www.livingston.org.
- B. The Board shall compensate the Agency for services rendered under this Agreement at the following rate:
- Risk assessment and evaluation for school clearance \$250.00 signed by a psychiatrist
- Payment shall be made upon receipt of the Agency's bill, in accordance with the Board's practices and procedures for the payment of vendor's invoices. Neither the Agency nor its providers shall receive any additional compensation for services rendered under this Agreement from a Livingston Public Schools staff member or student and/or their parent(s).
- C. The Board shall not be financially responsible for (a) services not provided in accordance with the established schedule services, (b) scheduled services that is canceled due to the absence of a provider and (c) scheduled services that is canceled due to inclement weather (including excessive heat), which causes a school closing or early dismissal.
- D. In accordance with governing law and Board policies and procedures, providers shall be granted access to all information in the School District's possession, which may be relevant to the services provided under this agreement. The provider of the Agency shall at all times act to preserve the confidentiality of said information including information contained in records and reports generated by the clinicians and Agency under this agreement.
- E. The Board shall provide the Agency with a copy of all Board policies and procedures relevant to the provision of services under this agreement (including forms to be completed by the clinicians). All Board policies may be found on www.livingston.org.

ARTICLE IV

General Terms and Conditions of Agreement

- A. This Agreement shall become effective upon execution by both parties. The original of the Agreement shall be retained by the Board and a copy shall be provided to the Agency for its records.
- B. This Agreement may be amended only with the express written consent of both parties. A change shall become an addendum to the original Agreement and shall be appended to it.
- C. This Agreement may be terminated by either party, upon sixty (60) days advance written notice to the other party. The notice shall be mailed to the other party's last known business address by certified mail, return receipt requested. The notice shall be deemed effective on the date of the mailing.
- D. If the Agency acts to terminate this Agreement, prior to its expiration, it shall to the best of its ability work with the Board in an effort to find suitable replacement for the needed services. Additionally, if the Agency cannot perform services for a period of one week or more the Agency shall immediately notify the Assistant Superintendent and provide alternatives to service the students.
- E. This Agreement constitutes and embodies the entire understanding and agreement of the parties on the subject matter addressed herein.
- F. Each party to this Agreement acknowledges that they have read and agree to all of these terms and conditions stated herein.
- G. The parties agree and acknowledge that this is a negotiated instrument and any ambiguities herein shall not be construed against the drafter.
- H. The individual signing this Agreement on behalf of the Agency represents that he or she is vested with the authority to do so.

BY:



DATE:

3/14/23

Michael Davison, School Business Administrator/Board Secretary
Livingston Public Schools
11 Foxcroft Drive
Livingston, New Jersey 07039

BY:



DATE:

3/19/23

Executive Director
GenPsych
5 Regent Street
Livingston, NJ 07039