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**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. 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 Christopher Trigani, 3430 Sunset Avenue, Suite 18A, Ocean, New Jersey 07712 for Large Print Psychological Evaluations at the rate of \$400.00 per hour not to exceed \$4,800.00 for the 22-23 School Year Account # 11-000-219-320-01-19**

## CONTRACT FOR NEUROPSYCHOLOGICAL EVALUATIONS

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Christopher Trigani, Ph.D., with offices located at 3430 Sunset Avenue, Suite 18A, Ocean, New Jersey 07712 (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 psychological testing and evaluations for the blind/visually impaired, 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.

Provider represents that he 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 24, 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 **\$4,800.00**.

## 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)**

Christopher Trigani, Ph.D.  
Licensed Psychologist

3430 Sunset Avenue, Suite 18A  
Ocean, NJ 07712

(732) 918-0018  
Fax (732) 918-0729

Diplomate- American Board  
of Psychological Specialties  
NJ Certified School Psychologist  
NJ Licensed Psychologist

NPI # 109 378 4779  
License # SI 03273  
EIN# 26-2664726

June 24, 2022

Re: Independent Psychological Evaluation

To: Supervisor of Special Education/Director of Special Services  
C/O Ms. Kathleen Gilmartin  
Union School District

Dear Ms. Gilmartin;

As per my recent contact with you, I am sending you this communication for your Board of Education to consider placing me on the approved list as an independent provider. This information is being provided so that your fine district can contract me for services for an independent psychological evaluation for a student who recently moved into your district and is blind/visually impaired. I have consulted for numerous districts with students who are blind and visually impaired and have also been a primary consultant for the State of NJ Commission of the Blind and Visually Impaired – high school and college units. This consultation for services is for my private practice under my licensure for private practice as well as my NJ school psychology certificate.

This letter shall serve as a formal offer to contract for services for this independent evaluation with the Union School District. I know that in part, my psychological evaluation will assist in providing updated cognitive data on this student but some social and emotional information as well. Additionally, there appears to be a need for vocational/career assessment. I will attempt to administer verbal portions of the WISC/WAIS, Career Assessment Inventory and any other appropriate instruments deemed necessary (e.g., Vineland Adaptive Behavioral Rating Scale). The assessment will also include phone contact with parent/legal guardian. My present fees are for \$400 per hour for private/independent consultation. Billing is done in quarter-hour (i.e., 15 minute) increments and rounded to the quarter-hour. Consultation time includes

transportation/commuting time (portal to portal), case manager interview, classroom observation if possible considering it is summer, formal testing with student, review of records, as well as test scoring and report development. I will make every effort to complete the testing in compliance according to your deadlines. Consultation time is estimated to be no more than 12 hours in total (ie, formal testing, observation, teacher interview, test scoring, travel, and report development). To be clear, my fee will be capped at \$4800 for complete psychological assessment. If above mentioned services surpass 12 hours of consultation, fee rate will remain at \$4800 for above mentioned services.

Please inform me if you are interested in my services by sending me a formal letter on district letterhead agreeing to above mentioned services and reimbursement rate. I look forward to hearing from you. I will make every effort to be available to test your student in a timely manner. I trust that you will make a testing room available and an opportunity for me to observe and speak with staff. Please feel free to contact me if you should have any questions or concerns. I look forward to hearing from you very quickly so as to confirm a testing date. I appreciate the opportunity to provide psychological services to your fine district.

Sincerely,

Christopher Trigani, Ph.D.  
Licensed Psychologist  
NJ Certified School Psychologist