



## **AVERILL PARK CENTRAL SCHOOL DISTRICT**

### **Office of Special Education**

333 NY 351

AVERILL PARK, NEW YORK 12018

(518) 674-7044 PHONE (518) 674-3266 FAX

Contract between Landis Psychiatric Consulting, PLLC.  
and the Averill Park Central School District

Landis Psychiatric Consulting, PLLC. (hereinafter referred to as "The Practice"), agrees to provide the Averill Park Central School District (hereinafter referred to as "the School District") with psychiatric consultation time, beginning September 2020. These services will be provided by Timothy Landis, MD, a board certified child and adolescent psychiatrist and board certified adult psychiatrist. This agreement is in effect through June 30, 2021.

The School District will reserve five hours per month of psychiatry consultation time, including travel time to and from the site. The exact schedule and arrangement of hours is to be determined by mutual agreement of Camille Harrelson, Director of Special Education, and the psychiatrist. Once the schedule is set the School District may not cancel or otherwise alter the schedule without incurring full charge for the reserved time, unless three weeks' notice is given. In the event school is cancelled due to weather, the psychiatrist will make every effort to meet with his scheduled appointments. In the event weather precludes the psychiatrist from traveling, The School District will not be charged for the reserved time that day.

The School District agrees to pay the Practice \$120 per hour for psychiatric consultation services, including travel time to and from the site, provided by the psychiatrist. The Practice will submit an invoice to the School District, on a monthly basis, of the amount due. Checks should be sent to the attention of Landis Psychiatric Consulting, PLLC, 38 Archer Drive, Clifton Park NY 12065.

The Practice agrees to assure that the psychiatrist maintains professional liability insurance. In addition, the School District agrees to provide its own professional liability insurance as it would with other contracted employees.

Any psychiatric services provided by the psychiatrist while on subcontract to the School District are to be in accordance with the School District policies, procedures and practices. He will function as a consultant to the School District during the period in which he is working on their behalf. He will provide services as follows: psychiatric evaluations of referred students which may include classroom visits, meeting individually with students and/or parents for the purpose of evaluation and consultation, and meeting with teachers, administrators, and other staff as indicated to gather information and communicate recommendations. Other services will be provided by mutual agreement of the psychiatrist and Dr. Harrelson. Services provided will not include direct treatment, either psychotherapeutic or psychopharmacological.

The School District agrees to provide a reasonable working environment and to acquaint the psychiatrist with all applicable policies and procedures. They agree to make secretarial help available for dictation of any reports.

Either the School District or the Practice shall have the right and privilege of canceling and terminating this agreement without cause on ninety (90) days notice.

It is understood that no waiver or modification of this agreement or any covenants, condition or provision herein shall be valid unless in writing and duly executed by the Practice and the School District.

The parties agree that this agreement shall be construed in accordance with the laws of the State of New York.

Provided that Section 952 of the Omnibus Budget Reconciliation Act of 1990 and regulations promulgated thereunder are applicable to this contract or agreement, the contractor and organizations related to the contractor providing services hereunder, valued at \$10,000 or more in a 12 month period, shall, until four (4) years after the expiration of the services hereunder, comply with requests by the Controller General of the United States, the Secretary of H.H.S. and their duly authorized representatives for access in accordance with Section 952 of the contract or agreement and to the contractor's books, documents and records necessary to verify the cost of the services.

This agreement supersedes any previous agreement between the parties and constitutes the entire agreement between the parties.

In Witness Whereof, the Practice and the School District have caused this agreement to be executed by its duly authorized officers the day and year first above written.

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Averill Park Central School District

BY: Dr. James Franchini  
Superintendent of Schools

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Landis Psychiatric Consulting, PLLC

BY: Timothy Landis, MD  
President

Date: 9/23/20