



Tri-County Behavioral Care

SPARTA HACKETTSTOWN RANDOLPH WAYNE

973-691-3030 — tcbllc.org

**SCHOOL CLEARANCE ASSESSMENT AND  
SUBSTANCE EVALUATION & TREATMENT CONTRACT**

**1. PURPOSE OF AGREEMENT**

This document constitutes a contractual agreement between **Franklin Lakes School District** (“DISTRICT”) & Tri-County Behavioral Care, LLC (“TCBC”) for referring and providing School Clearance Assessment (“SCA”) services and or Substance Evaluation & Treatment (“SET”) services and is meant to formally memorialize the terms, conditions and obligations of both parties toward the other in connection with the subject matter within (the “Agreement”).

**2. TERM AND TERMINATION OF THIS AGREEMENT**

This Agreement is effective between      July 1     , 2023 and      June 30,     , 2024. Either party may terminate this Agreement in writing with a 30-day notice upon the occurrence of a breach of any of the material provisions of the Agreement. District agrees to be financially responsible to pay for all services rendered up to the day of termination.

At the end of the term, this Agreement will automatically renew for another one year period, unless the parties terminate the agreement and/or replace this Agreement with a new written agreement, signed by both parties.

**3. OBLIGATIONS OF THE PARTIES REGARDING SERVICES PROVIDED**

Expectations/Obligations of Both Parties

The DISTRICT will:

- Refer identified appropriate students for SCA or SET to TCBC
- Communicate thoroughly with TCBC the nature of the referral
- Provide TCBC with documentation of referral by emailing Student Referral form to intake@tcbllc.org
- Foster a collaborative relationship with TCBC
- Support the treatment recommendations by TCBC
- Identify and address areas of mental health/substance abuse needs for students and families
- Utilize collaborative problem-solving approach to resolve issues as they arise
- Orient the staff of the SCA protocol and TCBC services

TCBC will, to the extent practicable:

- Respond to referral and intake within business day of received, message or received lead referral based on office hours.\*
- Complete a phone intake family within 12 hours of referral\*



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- Schedule assessment for same day but not beyond 48 hours. \*
- Communicate the outcome of assessment with student, family and DISTRICT immediately upon completion with a signed copy of their Evaluation Release document that includes a certificate statement that is emailed to the DISTRICT person listed on the student referral form and given to student and family.

*\*Tri-County Behavioral Care, LLC recognizes the scheduling issues that arise for students and their families. With that in mind, TCBC will attempt to complete the intake and SCA process understanding that the family schedule may impede the speed of this process. TCBC will make every attempt to complete the SCA within a 24-hour time period from the first phone call.*

#### **4. COST OF TCBC'S SERVICES & BILLING**

##### **Cost of Services:**

- School Clearance Assessment charge is \$165.00 per assessment.
- Substance Evaluation and Treatment to include assessment and ALCO screen / 12-panel urine drug screen with immediate results is \$215.00 per assessment/screening.

Billing Options: *(Please Select One Option in Each Section as to who will be responsible for providing payment to TCBC)*

##### **SCHOOL CLEARANCE ASSESSMENT - \$165.00 per assessment (Select One Option)**

- The DISTRICT is financially responsible for the full cost of School Clearance Assessments.
- The PATIENT is financially responsible for School Clearance Assessment with direct pay or through insurance.

##### **SUBSTANCE EVALUATION AND TREATMENT (Select One Option)**

- The DISTRICT is financially responsible for Assessment **AND** ALCO screen/12-panel urine drug screen at a discounted rate of \$200.00 per screening.

**OR**

- The PATIENT is financially responsible for ALCO Screen/12 panel urine test of Substance Evaluation and Treatment at \$50.00 with direct pay or through insurance **AND** DISTRICT is financially responsible for Assessment at \$165.00.

Recommended treatment beyond the SCA or SET with TCBC will be arranged privately between TCBC and the student's family at no cost to the DISTRICT.



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## Invoicing:

- TCBC will submit invoices to be reviewed and approved at monthly BOE meetings where payment of invoices is to follow and not to exceed 45 days.

Payments must be sent to:

Tri County Behavioral Care  
 Attention: Financial Controller  
 191 Woodport Road, Suite 206  
 Sparta, NJ 07871  
[controller@tcbllc.org](mailto:controller@tcbllc.org)

\_\_\_\_(Initial Here) A 2% monthly charge will be imposed for all past due invoices after 45 days

DISTRICT Accounting Contact Person:	
Title:	
Address:	
Contact Email:	
Contact Phone:	

Please provide invoice submission instructions used by your DISTRICT to include Purchase Orders submitted, Accounting Portal access, etc.

## 5. NO ASSIGNMENT

TCBC shall not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof to anyone without the District's written consent. Any assignee or successor in interest who is approved by the District shall be bound by the terms of this Agreement.



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**6. BENEFICIAL INTEREST**

This Agreement benefits solely the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**7. SAVINGS CLAUSE**

If any provision herein is held to be contrary to law, such provision shall be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.

**8. NO WAIVER**

The failure to require performance of any provision shall not affect the right to require performance at any time thereafter, nor shall the waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.

**9. APPLICABLE LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The Parties agree that any action in relation to or to enforce this Agreement must be brought in a court of competent jurisdiction in New Jersey.

**10. AGREEMENT TO ARBITRATE DISPUTES & CLAIMS**

Any and all claims of disputes between any of the parties to this Agreement (including the scope and enforceability of this agreement), will be submitted for arbitration and resolution to an arbitrator. Claims of disputes that must be submitted for arbitration pursuant to this paragraph include but are not limited to claims and causes of action arising out of or related to: the parties' performance under this Agreement; breach of implied or express contract; breach of promise; misrepresentation; negligence; fraud; estoppel; defamation; all common law causes of action, all statutory causes of action; and/or claims for attorneys' fees and costs that either party, their affiliates, successors, executors, administrators, and assigns now have, ever had or may hereafter have, whether known or unknown, suspected or unsuspected, up to and including the date of the resolution of any of these claims.

This means that by signing this Agreement, THE PARTIES ARE GIVING UP THEIR RIGHT TO FILE A LAWSUIT AND THEY ARE GIVING UP THE RIGHT TO A TRIAL IN COURT BY A JURY OR A JUDGE.

The parties agree that this Agreement shall be enforceable and interpreted in accordance with the provisions of the Federal Arbitration Act ("FAA") and the New Jersey Arbitration Act ("NJAA") and that the parties to this Agreement are subject to the FAA and NJAA.



No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator will be selected by mutual agreement of the parties. Unless otherwise provided for in this agreement, the Employment Arbitration Rules of the American Arbitration Association will apply. If the parties are unable to agree upon an arbitrator, any such dispute will be solely and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The arbitrator’s Award will be final and binding. In the event either party must resort to the judicial process to enforce the provisions of this Agreement, the award of an arbitrator or equitable relief granted by an arbitrator, the party seeking enforcement will be entitled to recover from the other party all costs of litigation including, but not limited to, reasonable attorney’s fees and court costs. The arbitration proceedings and Award will be maintained by all parties as strictly confidential, except as otherwise required by court order; and except as provided otherwise by law; and with respect to the parties’ attorneys and tax advisors, and required members of management or administration. Arbitration must be initiated within the applicable statute of limitations or the claim will be waived. If one party wishes to initiate arbitration against the other, it must do so in writing, specifically stating that it is demanding arbitration in connection with this Agreement. After receipt of the written demand for arbitration the party will initiate arbitration pursuant to the method set forth in the AAA’s Commercial Arbitration Rules. Such written demand will be sent to the parties at addresses in the “Notice” section of this Agreement via email and trackable U.S Mail or trackable FedEx, UPS, New Jersey Lawyers’ Service or other similar delivery provider via overnight or 2nd day delivery.

The Arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including any contention that this Agreement is void or unenforceable; provided, however, that any question or dispute concerning the interpretation, application, formation, or validity of the prohibition on any class, collective, or representative actions shall be decided by a court of competent jurisdiction and not by the Arbitrator.



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**11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

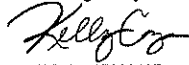
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year written below.

Franklin Lakes School District BOARD OF EDUCATION

\_\_\_\_\_  
By: Board Representative

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

TRI-COUNTY BEHAVIORAL CARE, LLC

DocuSigned by:  
  
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4/7/2023

\_\_\_\_\_  
By: Kelly Canzone, LCSW, ACS, C.E.O.

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