

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

TO: Greg Tatum
C: Diane Cappiello
Julia Vicidomini

From: Kim Conti 

Re: Board Agenda

Date: January 11, 2018

Please place the following on the board agenda.

**Approve Children Specialized Hospital to provide Speech
Feed/Swallow evaluation at the rate of \$713.00 for the 2017-2018
school year, not to exceed \$1426.00.
(11-000-219-320-01-19)**

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into and made effective this 1 day of February, 2018 (the "Effective Date") by and between Children's Specialized Hospital having an address of 200 Somerset Street, New Brunswick, New Jersey 08901 ("CSH") and the Township of Union School District having an address of 2369 Morris Ave, Union NJ 07083 (the "District").

RECITALS

WHEREAS, CSH is licensed by the State of New Jersey to provide a full range of inpatient and outpatient rehabilitation services for children; and

WHEREAS, District is an educational body licensed by the State of New Jersey, which has statutory obligations to provide rehabilitation services to its students who qualify for such services; and

WHEREAS, District is desirous of having CSH provide such rehabilitation services to its eligible students and CSH is desirous of providing such services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and covenants herein, and other good and valuable consideration, the parties agree as follows:

1. Services. CSH will provide District with outpatient services, per Exhibit A for District's students, a list of whom shall be provided by District to CSH as of the Effective Date, which shall be updated by the District in writing as necessary. A written assessment of all findings will be provided to the District, a copy of which may be provided to a student's parent(s)/legal guardian(s).

2. Fees. The fees for such services are set forth on Exhibit A attached here to and a made hereof. District will pay CSH within thirty (30) days of the date of invoice.

3. Term and Termination. The term of this Agreement shall be for 5 months starting February 1, 2018, the Effective Date (the "Term"). The Term shall not automatically renew, but may be renewed if agreed to in writing by the parties. This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other.

4. Change in Law. In the event of any change in any law, regulation, administrative interpretation, ruling, order or similar law applicable to either party's performance of this Agreement that may reasonably render performance of this Agreement unlawful or jeopardize CSH's tax-exempt status, the parties shall mutually agree on a modification of this Agreement to address such change. In the event the parties fail to agree on a modification to the Agreement within thirty (30) days of the date one party notifies the other in writing of a change in law, either party may terminate this Agreement by written notice to the other party.

5. Independent Contractor. In the performance of its duties and obligations under this Agreement, it is mutually understood that CSH will at all times be acting in the capacity of an independent contractor. District shall neither have nor exercise any control or direction over the methods by which CSH will perform its services. It is expressly agreed by the parties that no work, act, commission or omission by CSH pursuant to the terms and conditions of this Agreement shall be construed to make or render CSH the agent, employee or partner of District.

6. Notices. Written notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by overnight mail or hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

To Children's Specialized Hospital
Joseph J. Dobosh Jr.
200 Somerset St
New Brunswick, NJ 08901

To District:
Township of Union
2369 Morris Ave
Union NJ 07093
phone:908-851-6479 fax-908-851-
6881

With a copy to:
RWJBarnabas Health
95 Old Short Hills Road
West Orange, NJ 07052
Attn: David Mebane, General Counsel

7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements, understandings and arrangements between the parties with respect to the subject matter hereof.

8. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

9. Governing Law. The provisions of this Agreement shall be governed by the laws of the State of New Jersey without regard to its conflicts of laws provisions.

10. Amendment. The provisions of this Agreement may not be amended, modified, or terminated except by written agreement of the parties.

11. Waiver. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby.

The signature page follows this page.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**CHILDREN'S SPECIALIZED
HOSPITAL**

Township of Union
SCHOOL DISTRICT

Name: Joseph J. Dobosh Jr.
Title: Vice President & CFO

Name: Gregory Brennan
Title: Business Administrator

Date: _____

Date: _____

Wheelchair Training per 15 mins	97542	\$91.00
<u>SPEECH THERAPY</u>		
SP Eval of Speech Fluency	92521	\$713.00
SP Eval Speech Production	92522	\$713.00
Speech Sound Lang Comprehension	92523	\$713.00
SP Behavioral Qualitative Analysis Voice	92524	\$713.00
SP Eval - Feeding Team	92610	\$713.00
Sp Feed/Swallow Eval	92610	\$713.00
Sp Language Therapy (30 mins)	92507	\$371.00
Sp Language Therapy (60 mins)	92507	\$371.00
SP Treatment of swallowing dysfunction and/or oral function for feeding	92526	\$366.00
ST-EVAL FOR SGD 1ST HOUR	92607	\$277.00