


DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M - E - M - O - R - A - N - D - U - M

TO: Pat Ditri
FROM: Jason Killian 
RE: Board Agenda Items
DATE: May 22, 2013

The committee recommends and I so move that the board approve Princeton HealthCare System, One Plainsboro Rd., Plainsboro, NJ 08536 to provide bedside instruction for a district student May 14, 2013-June 30, 2013 in the amount of \$3500.00 in accordance with the information in the hands of each board member. (7693-11-150-100-320-01-19)

**AGREEMENT FOR PROVISION OF
ONSITE EDUCATION INSTRUCTION SERVICES**

THIS AGREEMENT FOR PROVISION OF ONSITE EDUCATION INSTRUCTION SERVICES (this "Agreement") is made as of the 5/15/13 (the "Effective Date") by and between Princeton HealthCare System, a New Jersey nonprofit corporation having its principal office at One Plainsboro Road, Plainsboro, NJ, 08536 ("PHCS"), and Union Township, having its principal office Union High School ("School"). School District

WHEREAS, PHCS is the owner and operator of University Medical Center of Princeton at Plainsboro, a general acute care hospital located at One Plainsboro Road, Plainsboro, NJ 08536 (the "Medical Center").

WHEREAS, from time to time a student of School may receive in-patient treatment at the Medical Center and such student may require education services (the "Services") onsite at the Medical Center;

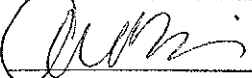
WHEREAS, PHCS engages certified tutors to provide onsite educational instruction;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. School requests that PHCS provide Services for its student who have been admitted to the Medical Center during the Term (as hereinafter defined) of this Agreement. The Services selected by the School and the accompanying prices can be found in Exhibit A attached hereto.
2. During the term of this Agreement, the Services to be provided by PHCS to the School shall include, but not be limited to the following:
 - a. Onsite education instruction in accordance with School's requirements or student's Individualized Education Program ("IEP"), as applicable;
 - b. Consultation with the classroom teacher and other team members concerning the classroom educational program of the student(s) covered by this Agreement; and
 - c. Participation in parent conferences as needed, and at all School meetings, including, but not limited to, Committee on Special Education and Committee on Pre-School Education Meetings where the student's IEP is developed and reviewed.
3. PHCS shall provide Services in a conscientious, competent and diligent manner throughout the entire term of this Agreement.
4. PHCS shall perform all Services under this Agreement in accordance with all applicable federal, state and local laws, rules, and regulations, including requirements of the New Jersey State Education Department.
5. PHCS shall provide Services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New Jersey State Education Department or Department of Health and Senior Services in force during the term of this Agreement.
6. Invoices for payment for Services rendered under this Agreement shall be sent by PHCS to School on a monthly basis.

7. School agrees to pay for Services rendered within thirty (30) days of receipt of the invoice from PHCS.
8. This Agreement shall be in effect from the Effective Date until June 30, 2013 (the "Term"), subject to the parties' termination rights set forth herein. This Agreement shall automatically be renewed for successive one (1) year periods (each a "Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term of the notifying party's intent to terminate the Agreement at the end of the then-current Term.
9. Either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party.
10. All notices referred to herein shall be delivered either by messenger, mail or nationally recognized overnight courier service, and shall be deemed to have been duly given or made: (a) if sent by messenger, when delivered by messenger; (b) if sent by United States mail, five (5) days after being deposited in the United States mail, postage prepaid; or (c) if sent by nationally recognized overnight courier service, one (1) business day after delivery to such courier service. All such notices and other communications shall be addressed as follows to the respective parties set forth below or to such other addresses as such parties may hereafter specify in writing:
11. Each party agrees to indemnify the other party and its trustees, officers, agents and employees ("Indemnitees") and hold Indemnitees harmless from and against any and all liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation) incurred by such other party, arising from the provision of Services in accordance with this Agreement and occurring as a result of the indemnifying party's negligent acts or omissions and those of its trustees, officers, agents and employees.
12. This Agreement shall not be assigned without the prior written consent of PHCS or School.
13. This Agreement constitutes the entire Agreement between the parties and contains all the agreements between the parties with respect to the Services to be provided hereunder. The provisions of this Agreement may be amended or waived, but only if such amendment or waiver is in writing and signed by all parties to this Agreement.

PRINCETON HEALTHCARE SYSTEM

By: 
 Its: Program Director

5/16/13
 Date

School

By: _____
 Its: _____

 Date

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Princeton HealthCare System

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Other (see Instructions) ▶ **501C3**

Exempt payee

Address (number, street, and apt. or suite no.)
One Plainsboro Road

City, state, and ZIP code
Plainsboro, NJ 08536

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number								
2	1	-	0	6	3	5	0	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Ray B. Sefton VP Finance* Date ▶ *5/17/12*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

06/02/12

Taxpayer Identification# 210-635-009/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 27 TRENTON, NJ 08646-0027
TAXPAYER NAME PRINCETON HEALTHCARE SYSTEM A NEW JERSEY	TRADE NAME	
ADDRESS ONE PLAINSBORO ROAD PLAINSBORO NJ 08536	SEQUENCE NUMBER 0061524	
EFFECTIVE DATE 07/01/66	ISSUANCE DATE 06/02/12	<i>James J. Fruscione</i> Director New Jersey Division of Revenue
FORM-BRC <small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		