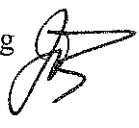


DEPARTMENT OF SPECIAL SERVICES
Township of Union Public Schools
M-E-M-O-R-A-N-D-U-M

TO: Pat Ditri
FROM: Joseph Seugling 
RE: Board Agenda
DATE: 2013-04-30

The committee recommends and I so move that the board approve the Children's Specialized Hospital to conduct Feeding Therapy Evaluations for the School District for the 2012-2013 school year. Each evaluation shall not exceed the sum of \$1771.00. Total expenditure by the district will not exceed the sum of \$5313.00. Funding will be drawn from account # 11-000-219-320-01-19.

AGREEMENT FOR FEEDING EVALUATIONS

DATED May 6, 2013

BY AND BETWEEN

Children's Specialized Hospital 150 New Providence Road Mountainside, NJ 07092

and

Union Township School District 2369 Morris Avenue Union, NJ 07083

AGREEMENT FOR FEEDING EVALUATIONS

This Agreement for Feeding Evaluations for students enrolled in the Union Township School System is made this 6h day of May, 2013 by and between Children's Specialized Hospital, ("Children's"), 150 New Providence Road, Mountainside, New Jersey 07092-2590 and Union Township School District ("School"), at the address of 2369 Morris Avenue Union, NJ 07083.

WHEREAS, Children's is a health care facility licensed by the State of New Jersey to provide a full range of inpatient and outpatient rehabilitation services to children;

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

WHEREAS, School is desirous of having Children's provide such rehabilitation services to its eligible students and Children's is desirous of having a contract with School to provide such services;

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

TERMS AND TERMINATION

Terms If either party seeks to change the terms or conditions of this Agreement, including the fees for services, written notice of the changes must be given at least thirty (30) days before the Agreement. If a party does not consent to such changes, that party will provide written notice to terminate the Agreement within thirty (30) days.

Termination Except as set forth in the sections "Breach of Agreement" and "Reformation and Termination due to Changes in Law" set forth below, this Agreement can be terminated by either party giving the other party written notice by certified mail or overnight courier at least sixty (60) days before such termination is to take effect. No reason(s) for termination need to be given by either party in the written notice.

SERVICES AND RESPONSIBILITIES

Services The student designated by the School will receive Feeding Evaluations by a licensed Children's Specialized Hospital designee. A written assessment of all findings will be provided. The written assessment will be considered a confidential record. It will only be made known to the student's parents or legal guardian, and to Children's personnel.

Student Records and Confidentiality Children's Specialized Hospital will keep student records in a secured area for at least five (5) years from the date of this Agreement and Children's personnel will have access to these records whenever necessary in furtherance of providing services under this Agreement. It will be Children's responsibility to ensure that the copies will be kept as confidential records. The records will not be released without court order to anyone other than the School, student's parents, or legal guardian without the parent's or legal guardian's written permission.

Grievances If either party has a grievance regarding the other parties' personnel, School will contact Children's Medical Director or his designee and Children's will contact School's designee as soon as the problem arises.

PAYMENT FOR SERVICES

Payment for Services The fees for such services will be as set forth on Appendix A attached to this agreement. School will pay Children's promptly upon receipt of Children's bills and, in no event, will payment by School to Children's be more than sixty (60) days after receipt of Children's bills.

INSURANCE AND INDEMNIFICATION

Insurance Children's will maintain professional malpractice insurance for its personnel in the amounts of at least One Million Dollars (\$1,000,000.) per occurrence and Three Million Dollars (\$3,000,000.) in the aggregate. School will maintain commercial insurance and will provide Children's with information on School's commercial insurance policy upon request.

Indemnification Children's and School shall indemnify and hold harmless the other party from and against any and all claims, demands, actions, liabilities, and expenses arising out of the acts or omissions of its employees, independent contractors, or agents during the term of this Agreement and all successive terms.

INDEPENDENT CONTRACTOR

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

BREACH OF AGREEMENT

Breach of Agreement If one party believes the other party is breaching this Agreement, they shall serve written notice on the other party in which the specific alleged breach is set forth. The party receiving the notice will have thirty (30) days to cure the alleged breach or to inform the other party in writing that the breach cannot be cured. Thereafter, the party who alleged the breach can either accept the cure, accept the non-cured status, or serve thirty (30) days written notice of termination of the Agreement on the other party.

DISPUTE RESOLUTION

Mediation and Arbitration If a dispute arises out of this Agreement which the parties cannot resolve between themselves, the dispute shall be settled first by mediation and, thereafter, if mediation is unsuccessful, by arbitration. The mediation and/or arbitration shall be conducted in accordance with the rules and regulations of the American Health Lawyers Association or American Arbitration Association or any other mutually acceptable alternative dispute resolution service or company then in effect. Either party may initiate such mediation/arbitration by making a written demand first for mediation, and if that is unsuccessful, then by a demand for arbitration on the other party. The demand shall contain a statement setting forth the nature of the dispute, the amount of damages involved, if any, and the remedy sought, as well as the Association or individual chosen to mediate/arbitrate the dispute.

Mediation/Arbitration proceedings shall take place in the County of Union, State of New Jersey, before one mediator or one arbitrator. The results of the mediation or arbitration will be final and binding on both parties. Agreement reached through mediation shall be set forth in a written Settlement Agreement. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Attorney's Fees Each party shall bear the costs of mediation or arbitration regarding any dispute arising out of this Agreement, unless the arbitrator otherwise awards attorney's fees.

Mediation Settlement Agreement or Arbitration Award If the parties reach agreement through mediation, a settlement agreement will be drawn by the mediator and signed by the parties, which agreement will be final and binding. If mediation does not resolve the dispute and the parties engage in arbitration, then the arbitrator's final decision/award shall set forth findings of fact and legal conclusions upon which it is based.

Finality of Arbitration The parties agree that the arbitrator shall have the broadest power to conclusively resolve all such disputes, including without limitation, the power to decide arbitrarily and to allow reasonable limited discovery, and that except as review of binding arbitration is permitted by law, no judicial review shall be made of the arbitrator's decision on any grounds, including grounds of public policy.

MISCELLANEOUS

Reformation or Termination Based on Change in Law The parties recognize that this Agreement is at all times subject to federal, state, and local law and regulations. The parties recognize that this Agreement is at all times subject to amendments of such laws and regulations, as well as subject to new legislation. Any provisions of law that invalidate or otherwise are inconsistent with the terms of this Agreement, or would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. If any legislation, regulations, rules or procedures are duly passed, adopted or implemented by any federal, state or local governmental or legislative body which, if or when implemented, would have the effect of subjecting a party to civil or criminal prosecution, or other adverse proceedings, on the basis of their participation herein, the parties shall attempt to amend this Agreement. If the Parties, acting in good faith, are unable to amend this Agreement to meet the requirements of the law or, alternatively, if either party determines that compliance with such requirements is impossible or unfeasible, either party may terminate this Agreement upon fifteen (15) days written notice to the other party.

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:

Director of Payer Services
Children's Specialized Hospital
150 New Providence Road
Mountainside, New Jersey 07092-2590

with copy to:

Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

Entire Agreement. This Agreement represents the entire understanding between the parties concerning the subject matter of this Agreement, and supersedes any prior agreements, representations, and negotiations between the parties concerning the subject matter of this Agreement.

Governing Law. This Agreement shall be construed and governed by the laws of the State of New Jersey.

Amendments. Only an instrument in writing signed by the parties hereto may amend this Agreement.

Captions. The captions contained herein are used solely for conveniences and shall not be deemed to define or limit the provisions of this Agreement.

Severability. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals, or caused this Agreement to be signed by the proper Corporate Officer as follows:

CHILDREN'S SPECIALIZED HOSPITAL

By: _____
Joseph Dobosh VP, Finance & CFO
Children's Specialized Hospital

Date: _____

By: _____
School Representative

Date: _____

APPENDIX A TO THE
AGREEMENT FOR FEEDING EVALUATIONS

DATED May 6, 2013

BY AND BETWEEN

Children's Specialized Hospital of 150 New Providence Road Mountainside, NJ 07092

And

Union Township School District 2369 Morris Avenue Union, NJ 07083

The rates are accepted and agreed as outlined below:

Feeding Evaluations which consist of the following procedures:

Occupational Therapy Evaluation, CPT Code 97003, \$628.25

Speech Evaluation, CPT Code 92610, \$678.75

Health and Behavioral Assessment, CPT Code 96150, \$116 per 15 minutes

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals, or caused this Agreement to be signed by their proper Corporate Officer as follows:

CHILDREN'S SPECIALIZED HOSPITAL

By: _____
Joseph Dobosh VP, Finance & CFO
Children's Specialized Hospital

Date: _____

By: _____
School Representative

Date: _____