

F-27

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

TO: Gregory Tatum
C: Diane Cappiello
Julia Vicidomini
FROM: Latesha Jenkins
RE: Board Agenda
DATE: 5/1/2019

Approve Saint Clare's Hospital, 130 Powerville Rd., Boonton Twp., NJ 07005 to provide bedside instruction for district students on an "as needed" basis for the school year 2019-2020 in the amount not to exceed \$1,000.00 in accordance with the information in the hands of each board member. (7693-11-150-100-320-01-19).

REQUEST FOR EDUCATIONAL SERVICES

This letter will serve as an agreement between Saint Clare's Hospital and the following school district for the 2019-2020 school year:

School District: _____
Director/Supervisor: _____
Address: _____ _____
Telephone number: _____
Fax Number: _____
Bill to Be Sent To: _____
Address to send the bill (if different from above address) _____ _____ _____
<i>School District to Complete</i>

In order for Home/Bedside Instruction Services to be provided, we request that:

1. Tutorial services will be authorized for one hour per day at \$55.00 per hour.
2. Appropriate books and assignments should be supplied for the student. These may be given to the parent/guardian or sent to Dan King by either fax or email. Email: danielking@primehealthcare.com – FAX: (973)299-5424.
3. Checks, in the full amount billed, be made payable to Saint Clare's Hospital for services rendered. (Your District will be billed directly by the Hospital.)
4. **Please sign the bottom of this form and send or FAX it at your earliest convenience to Dan King at (973)299-5424.**

Thank you for your cooperation and assistance.

Daniel King, M.A.

HOME INSTRUCTION IS AUTHORIZED FOR ONE HOUR PER DAY AT \$55.00 PER HOUR.

DATED: _____

AUTHORIZED SCHOOL PERSONNEL SIGNATURE

Contract for: This student only _____

or _____ entire 2019-2020 school year

ADDENDUM
TO
AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND
St. Clare's Health Systems

This Addendum to the Contract Bedside Instruction is entered into between the Township of Union Board of Education ("Board") and St. Clare's Health System on this 21 day of March, 2019.

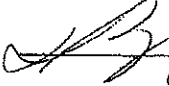
In consideration of the mutual promises, covenants, and agreements contained in the Contract Bedside Instruction, parties agree as follows:

In accordance with the New Jersey "Pass the Trash" law, N.J.S.A. 18A:6-7.6 to 7.13 (hereinafter "Law"), which became effective June 1, 2018, St. Clare's Health System hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. St. Clare's Health System agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, the St. Clare's Health System shall indemnify, defend, and hold, the Board and its respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company's compliance with, or lack thereof, its obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement and Addendum, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the Company is not negligent and/or did not breach its statutory duty, then the Company no longer has an obligation to defend and indemnify the Board in such case.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

 Daniel King
Education Director
