(W)

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 Items

Date: July 1, 2019

Please place the following on the board agenda:

Approve Dr. Richard Di Turi to provide Psychiatric evaluations at the rate of \$900.00 per evaluation for the 2019-2020 school year, not to exceed \$7,200.00. (Acct # 11-000-219-320-01-19)

RICHARD MICHAEL DI TURI, M.D.

33 MAIN STREET SUITE 202 CHATHAM, NEW JERSEY 07928 973 701 7500

April 22, 2019

Dear Union Township Special Services:

This is my fee schedule for school/Child Study Team referred psychiatric evaluations for the school year 2019/20.

Full Psychiatric Evaluations with Report
Emergency Psychiatric Evaluations (Return to School Letter)

\$900.00

\$450.00

You may contact me at the above number to schedule any students for evaluation.

Thank you.

Sincerely,

Richard Michael Di Turi, M.D.

TIN 20-8439735

ADDENDUM TO

AGREEMENT BETWEEN TOWNSHIP OF UNION BOARD OF EDUCATION AND

Richard Michael Dituri MD

Th	is Addendum	to the	Contract	Psychia	tric E	valuatio	n is	entered	into	between	the
Township	of Union Boar	rd of Ed	lucation ('	Board")	and R	lichard M	ichae	Dituri N	1D on	this <u>134</u>	<i>ب</i>
day of	June			_, 2019.	•						

In consideration of the mutual promises, covenants, and agreements contained in the Contract Richard Michael Dituri MD 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, Richard M. Dituri, MD hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. Richard Michael Dituri MD agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, the Richard Michael Dituri MD 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: