

**AGREEMENT TO PROVIDE PHYSICAL THERAPY SERVICES**

**OF**

**CORTLAND REGIONAL MEDICAL CENTER**

**TO**

**HOMER CENTRAL SCHOOL DISTRICT**

This AGREEMENT is made the 3<sup>rd</sup> day of April, 2015, by and between Cortland Regional Medical Center Inc., a not-for-profit corporation, office located at 134 Homer Avenue, Cortland, New York 13045 ("Hospital") and the Homer Central School District, with its principal office located at 80 South West Road , Homer, New York 13077 ("School").

WHEREAS, the School, desires to obtain Physical Therapy Services at its public school location(s) for students in the Special Education Program, and

WHEREAS, the Hospital has expressed its willingness to provide such services, and

WHEREAS, the parties have agreed upon the terms and conditions of services to be provided and desire to reduce such terms and conditions to writing;

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth below, it is agreed as follows:

I. The Hospital shall:

A. Maintain Physical Therapist and (Physical Therapist Assistant) licensure and/or registration and shall comply with the rules and regulations of New York State.

B. Provide the following Physical Therapy Services in compliance with all Federal and State codes and regulations:

1. Assessment and development of goals and Physical Therapy treatment plans for each student. As appropriate/needed, provide updates to assessments, goals and treatment plans;

2. Restorative and/or maintenance Physical therapy, as appropriate/ needed. The students will be serviced in the order mutually prioritized. The number of students serviced will be based on mutually agreed upon scheduled sessions. Should the Physical Therapist not be able to fulfill his/her duties under this AGREEMENT due to illness, accident or disassociation with the Hospital, the Hospital will make diligent effort to provide a replacement Physical Therapist;

3. Maintenance of appropriate documentation and records for each student;

4. Participation at IEP (Individual Education Plan) meetings when necessary and possible and in accordance with the Therapist's schedule;

5. Assistance in the development and implementation, in cooperation with Special Education Supervisor, written policies and procedures for Physical therapy.

C. Provide Physical Therapy Services to students without regard to age, race, color, sex, creed, national origin, marital status, sexual preference, disability, or source of payment or sponsorship.

D. Provide all non-expendable equipment and evaluation tools as appropriate to the clientele.

E. Provide pertinent inservicing to faculty and staff of the school system.

II. The School shall:

A. Conduct a performance appraisal of the Physical Therapist ninety- (90) days after commencement of this AGREEMENT;

B. Provide expendable supplies as needed by therapist to be ordered within 10 days of request;

C. Maintain responsibility, as provided by Title 10 of the New York Code, Rules and Regulations, Section 400.4 (a) (4), notwithstanding any other provision in this AGREEMENT, for ensuring that any service provided pursuant to this AGREEMENT

complies with all pertinent provisions of Federal, State and local statutes, codes, rules and regulations; and

D. Assume professional and general liability for all injuries and claims arising from the actions or omissions of its staff and/or resulting from its equipment or facilities.

E. Obtain and provide all required physician(s) orders and parental or guardian consent forms, and will facilitate the requisition of other student information which may be required.

F. Provide adequate treatment space that will allow for quality therapy.

G. Notify therapist of all available information of the client, including evaluation results from the team and background information on the child. This information will be kept confidentially in an appropriate locked cabinet supplied by the school.

III. Both parties shall:

A. Designate a single representative for administration of contractual activities and a single representative for applicable day-to-day activities;

B. Maintain timely and effective communications, especially relating to direct student care issues;

C. Consider the Hospital and its members, employees and agents to be at all times independent contractors and not employees of the School, and shall not be held out as employees of the School.

Nothing in this AGREEMENT is intended, nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow either party to exercise control or direction over the manner or method by which the services within this AGREEMENT are performed, or of the general operations of either party.

D. Comply with all applicable Federal and State laws, codes, rules and regulations.

E. Meet at least semi-annually to review the effectiveness and efficiency of services provided, and to develop and implement improvements.

#### IV. Term of AGREEMENT

Physical Therapy Services under this AGREEMENT shall commence on September 1st, 2015, until August 31<sup>st</sup>, 2016. However, services under this contract shall only be provided during the school year, September to June. After the initial term, this AGREEMENT shall automatically renew for additional one-year terms, unless terminated in accordance with section V. below.

#### V. Termination

Either party may provide ninety-days (90-days) written notice without cause of intent to terminate this AGREEMENT. The ninety-day (90-day) period shall be effective the date the other party receives the notice of intent to terminate.

#### VI. Fees

For the 2015-2016 year, the School shall pay the Hospital a fee as follows:

**\$99.40 per hour**

#### VII. Insurance

The Hospital shall obtain and maintain professional liability insurance at its expense in amounts not less than \$1,000,000/3,000,000. The Hospital shall furnish proof of such insurance upon request at any time during the term of this AGREEMENT.

#### VIII. Employee Recruitment

Both parties agree not to employ personnel of the other party directly providing services to give effect to this AGREEMENT during the term of this AGREEMENT and for a period of one year after the termination of the AGREEMENT, unless specifically agreed to and authorized by both parties.

Should one party employ the personnel of the other without said agreement and authorization, the aggrieved party shall be entitled to an injunction enjoining and restraining the other party from hiring or otherwise employing said employee. In lieu of an injunction, or if an injunction or preliminary injunction cannot be obtained, the aggrieved party shall be entitled to recover from the other party damages equaling the annual gross earnings of the employee or \$20,000, whichever is greater.

IX. Non-Disclosure

The School, its employees, agents or contractors, shall not at any time during the term of this AGREEMENT and thereafter, except with prior written permission from the Hospital, disclose information relating to this AGREEMENT, including the Hospital's operations to give effect to this AGREEMENT, to persons other than New York State, Federal or other duly constituted government agencies, or pursuant to subpoena.

X. Indemnification

A. The School hereby agrees to defend, indemnify and save harmless the Hospital from any liability of damages the Hospital may suffer as a result of claims, demands, costs or judgments against it arising out of the operation of the program covered by this agreement resulting from the negligence of the School, its employees, students or authorized agents. The School agrees to give the Hospital notice in writing within thirty- (30) days of any claim made against it on the obligations covered herein.

B. The Hospital hereby agrees to defend, indemnify and save harmless the School from any liability of damages the School may suffer as a result of claims, demands, costs or judgments against it arising out of the operation of the program covered by this agreement resulting from the negligence of the Hospital, its employees, students or authorized agents. The Hospital agrees to give the School notice in writing within thirty- (30) days of any claim made against it on the obligations covered herein.

XI. Assignment

Neither party may assign, sell or transfer this AGREEMENT, its obligations hereunder or any interest herein without the prior written consent of both parties.

XII. Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this AGREEMENT shall be valid and enforceable.

XIII. Waiver and Amendments

No waiver of any term, provision, or condition of this AGREEMENT, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any sub-term, provision or condition of this AGREEMENT. No Amendment to any provision of this AGREEMENT shall be effective unless in writing and signed by each Party.

XIV. Access to Books and Records

Provided that 42 U.S.C. Section 1395 x (V) (1) (I) and the regulations promulgated thereunder are applicable and enforceable with respect to this AGREEMENT:

A. Until the expiration of four (4) years after the furnishing of services under this AGREEMENT, hereby agrees to make available, upon the proper request of a duly authorized representative of the United States government, this AGREEMENT and any of its books, documents and records that are necessary to verify the costs of the services furnished under this AGREEMENT; and

B. If the Physical Therapist carries out any of the duties of this

AGREEMENT through a subcontract with a related organization, and the value or cost of the subcontracted services is ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, then the subcontract shall include a clause making available to a duly authorized representative of the United States government, upon proper request, the subcontract and the books, documents and records of the related organization necessary to verify the costs of services furnished under the subcontract.

XV. Notices

Any notices by either party shall be in writing and personally delivered or sent by certified mail as follows.

For the School:  
Ms. Nancy Ruscio, Superintendent  
Homer Central School District  
P.O. Box 500, 80 S. West Road  
Homer, New York 13077

For the Hospital:  
David Kobis, COO  
Cortland Regional Medical Center  
134 Homer Avenue  
Cortland, New York 13045

This AGREEMENT contains the entire understandings of the Parties and supersedes all prior agreements and/or understanding, written or oral, and may not be amended, except in writing, and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their respective hands and seals, the date indicated below.

**FOR HOMER CENTRAL SCHOOL DISTRICT:**

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**Name/Title: Ms. Nancy Ruscio, Superintendent**

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**Date**

**FOR CORTLAND REGIONAL MEDICAL CENTER:**

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**David Kobis, VP, COO**

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**Date**