

**SCHOOL HEALTH SERVICES AGREEMENT between
CORTLAND REGIONAL MEDICAL PRACTICE and
HOMER CENTRAL SCHOOL DISTRICT**

This School Health Services Agreement (“Agreement”), effective as of the 1st day of June, 2018 is by and among **CORTLAND REGIONAL MEDICAL PRACTICE**, (“Practice”), a not-for-profit corporation, located at 135 N. Main Street, Cortland, New York 13045 and the **HOMER CENTRAL SCHOOL DISTRICT**, (“District”), with its principal office at 80 S. West Street, Homer, NY 13077.

RECITALS

WHEREAS, the District wishes to engage the Practice to provide School Health Services to District students and employees; and

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

WHEREAS, the parties have agreed upon the terms and conditions of services to be provided subject to the express terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the Parties hereto as follows:

I. The Practice shall:

A. Maintain Physician/Practitioner licensure and/or registration and shall comply with the rules and regulations of New York State.

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

1. Student Physicals and General Care

- a. To provide annual physical examinations for students in grades Kindergarten, two, four, seven and ten and to ensure examinations provided by student’s private physician are adequate.**
- b. To provide physical examinations for student work permits.**
- c. To conduct examinations as a result of referrals by teachers or other staff members.**
- d. To act as liaison between the District and the student’s personal physician(s).**
- e. To recommend the exclusion or readmission of pupils in connection with any infections or contagious disease.**
- f. To assist the administration in determining appropriateness of special accommodations for children with bona fide medical needs, such as one-on-one monitors, door-to-door transportation, home instruction, chronic school absenteeism, school refusal, or behavioral and mental health concerns that pose a threat to a student or school.**

2. Athletic Program

In support of school physician:

- a. To examine participants in competitive sports per NY State Education regulations.**
- b. To examine athletes after injury and/or severe illness to determine fitness for further competition.**

3. Special Education

In support of school physician:

- a. To conduct examinations as required for Committee on Special Education (CSE) student referrals/reviews.**
- b. To participate as an active member of the CSE per Part 200 Regulations of the Commissioner.**
- c. To be available as a consultant to CSE and liaison between the District and the student's personal physician(s).**
- d. To attend those CSE meetings as required by State Regulations and requested by the District.**

4. Preventative Guidance

- a. To survey sanitary and safety aspects of buildings and grounds at the request of the District.**
- b. To provide in-service training in first aid, hygiene, and food handling at the request of the District.**
- c. To provide consultative services in matters of health education, public health law and related medical problems, and emergency treatment procedures.**

5. Public Health

- a. To provide timely oversight to issues of public health concern.**
- b. To be part of a crisis management team, such as pandemic planning, emergency sheltering or evacuation of students with special health care needs.**
- c. To assist the administration with nursing staff development programs, parent education meetings, and policy development on matters pertaining to health and safety.**
- d. To advise the district on the validity of requests for medical exemptions to vaccinations.**
- e. To develop and update an Exposure Control Program for blood borne pathogens.**

6. Non-Instructional Personnel

- a. Provide Transportation personnel the initial employment exam within four weeks prior to the beginning of service.**

- b. Provide Drug and Alcohol testing for all new Transportation personnel as required.
- c. Provide Transportation personnel annual physical examinations as required.
- d. Provide Transportation personnel a physical examination upon return to work following an absence for any reason of 60 or more consecutive calendar days.
- e. Review of semi-annual follow-up documentation obtained by Drivers diagnosed with Diabetes from their personal physician.

8. Homer Central School District On-Site Services

- a. Family medicine trained provider will work collaboratively with school nurses to provide on-site, health services to the Homer Central School District for students, grades Pre-K through twelve (12).
- b. Provider will be on-site August through June each school year according to a mutually-agreed upon schedule.
- c. Office will operate three days each week from 8:00 am to 12:00 pm at Homer Elementary School, Homer Intermediate/Junior High School, and Homer Senior High School.
- d. The following services will be available to students with parental consent:
 - (i) Complete Health Assessments
 - (ii) Health Screenings
 - (iii) Acute Illness Treatment
 - (iv) Prescriptions

II. The District shall:

- A. 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.
- B. 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.
- C. Obtain and provide all required parental or guardian consent forms, and will facilitate the requisition of other student information which may be required.
- D. Provide adequate space for School Health Services including but not limited to school health exams, athletic clearance physicals, etc.

III. Both parties shall:

- A. Designate a single representative for administration of contractual activities;
- B. Maintain timely and effective communications, especially related to direct student care issues;

- C. Consider the Practice and its members, employees and agents to be at all times independent contractors and not employees of the District, and shall not be held out as employees of the District. 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 as needed to review the effectiveness and efficiency of services provided, and to develop and implement improvements.

IV. Term of Agreement

School Health Services under this Agreement shall commence on July 1, 2018 until June 30, 2019. Services under this contract shall be extended beyond the stated term with the written approval of both parties.

V. Termination

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

VI. 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.

VII. Schedule/Fees

The rate for school health services, including on-site nurse practitioner services is \$80/hour. Beginning August 6, 2018, adhering to the school district calendar through June 30, 2019 and based on a mutually-approved schedule, the estimated annual fee is \$45,120. Invoices will be issued on the last day of each month payable within 10 days of receipt. Laboratory, X-ray, immunizations, and other testing will be directed off-site and considered the expense of students' families.

Additional services may be added with the mutual consent of Cortland Regional Medical Practice and the Homer Central School District.

Services of this contract extended beyond the 2018-2019 school year will be charged an annual increase of two percent (2%) applied for each subsequent year.

VIII. Insurance

The Practice shall obtain and maintain the following insurances at its expense, and shall furnish proof of such insurance upon request or at any time during the term of this Agreement.

- A. Professional Liability Insurance in amounts no less than \$1,000,000 (occurrence)/\$3,000,000 (aggregate).**
- B. Worker's Compensation to protect both the District and Practice from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by Practice, District or any other party is directly or indirectly employed by Practice.**
- C. Disability and Employment Insurance for all employees.**
- D. General Liability Insurance in amounts of no less than \$1,000,000 (occurrence)/\$2,000,000 (aggregate)**

IX. Non-Disclosure

The District, 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 Practice, disclose information relating to this Agreement, including the Practice'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 District hereby agrees to defend, indemnify, and save harmless the Practice from any liability of damages the Practice 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 District, its employees, students or authorized agents. The District agrees to give the Practice notice in writing within thirty days (30-days) of any claim made against it on the obligations covered herein.**
- B. The Practice hereby agrees to defend, indemnify, and save harmless the District from any liability of damages the District 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 Practice, its employees, students or authorized agents. The Practice agrees to give the District**

notice in writing within thirty days (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 conditions 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 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 until the expiration of four (4) years after the furnishing of services under this agreement, hereby agrees to make available, upon 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

XV. Notices

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

For the District:
Michael Falls, Assistant Superintendent
Homer Central School District
80 S. West Street
Homer, NY 13077

For the Practice:
Marie Darling, Executive Director
Cortland Regional Medical Practice
135 N. Main Street
Cortland, NY 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, as signed by both Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as evidenced by their duly authorized signatures, the date indicated below.

**CORTLAND REGIONAL MEDICAL PRACTICE
("Practice")**

**HOMER CENTRAL SCHOOL DISTRICT
("District")**

By: _____

By: _____

**Tracy Gates
Vice President, Operations**

**Nancy S. Ruscio
Superintendent**

Date: _____

Date: _____