

**SOUTHERN TIER MEDICAL CARE- NY, PC
OCCUPATIONAL HEALTH SERVICES AGREEMENT**

This **OCCUPATIONAL HEALTH SERVICES AGREEMENT** (“**Agreement**”) is entered into by and between **SOUTHERN TIER MEDICAL CARE- NY, PC**, a New York not-for-profit corporation, located at 169 Riverside Drive, Binghamton, New York 13905 (“**Southern Tier Medical Care**”) and **BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT**, located at 18 Juliand Street, Bainbridge, New York 13733 (“**District**”).

RECITALS

WHEREAS Southern Tier Medical Care offers health services provided by health care practitioners who are properly licensed and/or credentialed in their discipline and who have the training, education and experience necessary to provide the services contemplated by this Agreement.

WHEREAS District operates a business and desires to engage Southern Tier Medical Care to provide defined health care services to District’s students and employees and Southern Tier Medical Care desires to provide such services to District in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Southern Tier Medical Care and District agree as follows:

1. OBLIGATIONS OF SOUTHERN TIER MEDICAL CARE.

- 1.1. **Services.** Southern Tier Medical Care agrees to provide practitioners (“**Provider**” or “**Providers**”) to perform medical services (“**Services**”) as set forth in **Exhibit A-D**, attached hereto and incorporated herein. Upon request of District, and upon approval of Southern Tier Medical Care, such approval being granted at the sole discretion of Southern Tier Medical Care, services other than those referenced on **Exhibit A-D** may be provided to students and employees. Exhibits may be added to, or removed from, this Agreement from time to time by mutual agreement of the parties. Each additional or replacement exhibit shall be considered an amendment to this Agreement, provided such exhibit is signed by authorized representatives of both Southern Tier Medical Care and the District.
- 1.2. **Qualifications of Providers.** Southern Tier Medical Care shall attest that all Providers providing services under this Agreement have current NYS license, training, education within their scope of practice and experience necessary to provide Services contemplated by this Agreement.
- 1.3. **Professional Judgment.** Providers shall exercise their own professional judgment in the provision of Services under this Agreement. Providers shall provide Services at a generally recognized professional level of quality. Each Provider shall not provide any services outside of the Provider’s training and experience and outside Provider’s scope of practice as permitted by state and federal law and regulation. The parties expressly

acknowledge that the Providers will not make, and will not attempt to make, any legal, employment or insurance-related determination with respect to medical determinations or medical judgments required in the performance of the Services, and shall not be considered to be providing legal, employment-related or insurance-related advice. The parties further acknowledge and agree that District is solely responsible for any and all legal, employment or insurance-related determinations, actions, or decisions that are initiated, adopted or implemented by District based on the recommendations, opinions, medical screenings/evaluations, or medical judgments of the Providers pursuant to this Agreement.

- 1.4. **Employee, Student or Guardian Consent.** The parties acknowledge that Providers will perform medical screenings and provide medical determinations or medical judgments only as requested by District and with Employee and/or Student consent. The District shall be responsible for obtaining the legally required consent from Employee and/or Student.
- 1.5. **Schedule.** Southern Tier Medical Care will render Services at such times as mutually agreed by District and Southern Tier Medical Care.
- 1.6. **Operational Requirements.** For Services provided at District's facility, District shall be responsible for providing and maintaining adequate space, facilities, furniture, fixtures, secure internet access, required supplies to perform services and support services as requested by Southern Tier Medical Care for the provision of Services.
- 1.7. **Medical Reports.** Southern Tier Medical Care shall cause Providers to prepare or cause to be prepared medical reports ("Medical Report(s)") of all Services performed under this Agreement, in accordance with the policies of District pertaining to such Medical Reports. The Medical Reports shall be owned by District and considered confidential information of District. District shall permit Southern Tier Medical Care to view Medical Reports within 48 hours of request for the purposes of reviewing prior/current evaluations, screenings and treatments for upcoming services or consultations and/or for potential/pending legal purposes.

2. FINANCIAL ARRANGEMENT

- 2.1. **Compensation.** The rates for Services are specified in a Fee Schedule set forth in **Exhibit E**, attached hereto and incorporated herein. The parties intend that the compensation provided hereunder reflect fair market value consideration for the Services.
- 2.2. **Compensation Adjustments.** Pricing shall be held firm until June 30, 2024. In the event of a contract extension, Southern Tier Medical Care may propose changes to the rates offered in **Exhibit E** to reflect changes in costs.
- 2.3. **Accounting and Payment.** Southern Tier Medical Care shall provide quarterly invoices to District for Services performed. District shall make payments to

Southern Tier Medical Care within sixty (60) days of receiving such monthly invoice.

3. TERM AND TERMINATION.

3.1. **Term.** This Agreement shall be deemed effective July 1, 2023 (the “**Effective Date**”) and shall continue in effect through June 30, 2024 (“**Initial Term**”) unless terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each, a “**Renewal Term**”; together the Initial Term and any Renewal Terms are the “**Term**”) unless terminated in accordance with this Agreement.

3.2. **Termination.** Either party shall have the right to terminate this Agreement upon thirty (30) days advance written notice to the other party. Upon termination of this Agreement, the parties shall have no further obligations under this Agreement except for those accruing prior to the date of termination or those that by their terms expressly survive termination.

4. INDEMNIFICATION. Except as set forth in this Agreement, each party is responsible for all acts and omissions of itself and its employees and neither party agrees to indemnify the other party for those acts or omissions. However, this provision does not constitute a waiver by any party of any right to indemnification, contribution, subrogation, or other remedy available to that party at law or in equity.

5. LIABILITY INSURANCE. Southern Tier Medical Care will obtain and maintain appropriate professional malpractice and workers’ compensation insurance for Providers under its policies. District will obtain and maintain, throughout the duration of this Agreement, general liability coverage consistent with commercially reasonable standards for the industry including employed professional medical staff. The amounts specified meet the minimum coverage acceptable of \$1,000,000 (one million) per occurrence/\$2,000,000 (two million) aggregate.

6. ETHICAL AND RELIGIOUS DIRECTIVES. While providing Services pursuant to this Agreement, Southern Tier Medical Care’ activities shall be conducted in a manner consistent with, and District shall not cause Southern Tier Medical Care to violate, the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor. A copy of such directives is available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>.

7. CORPORATE RESPONSIBILITY. Southern Tier Medical Care has in place a Corporate Responsibility Program (“**Program**”) which has as its goal to ensure that Southern Tier Medical Care complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. District acknowledges Southern Tier Medical Care’ commitment to corporate responsibility and agrees to conduct all activities and transactions

which occur pursuant to this Agreement in accordance with the underlying philosophy of corporate responsibility adopted by Southern Tier Medical Care.

8. EXCLUSION FROM STATE OR FEDERAL HEALTH CARE PROGRAMS.

District represents and warrants that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. District further represents and warrants that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. District shall notify Southern Tier Medical Care in writing upon the commencement of any such exclusion or investigation immediately upon receiving notice of such exclusion or investigation. Southern Tier Medical Care shall have the right to terminate this Agreement immediately upon learning of any such exclusion.

9. REPRESENTATIONS AND WARRANTIES.

District may provide its own nurses and other licensed medical providers (“District Employees”) to work alongside Providers in some instances and District represents and warrants that its District Employees are appropriately qualified and licensed to provide the applicable medical services.

10. MISCELLANEOUS.

10.1. **Compliance with Law.** The parties believe and intend that this Agreement complies with all relevant federal and state laws, as well as relevant regulations and accreditation standards, including but not limited to, the Federal Anti-Kickback Statute, the Federal Stark Law, and all of the rules and regulations promulgated pursuant to such statutes and laws.

10.2. **Compliance.** Each party agrees that it will comply in all material respects with all federal and state-mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the Family Educational Right to Privacy Act (“**FERPA**”)

10.3. **Assignment.** Nothing contained in this Agreement shall be construed to permit the assignment or delegation by Southern Tier Medical Care or District of any rights or obligations hereunder and such assignment is expressly prohibited; provided, however, Southern Tier Medical Care may assign this Agreement in its sole discretion to another organization related to Southern Tier Medical Care.

10.4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of New York.

10.5. **Severability.** In the event that any provision or term of this Agreement is found to be void or unenforceable to any extent for any reason, it is the agreed upon intent of the parties hereto that all remaining provisions or terms of the Agreement shall

remain in full force and effect to the maximum extent permitted by law and that the Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.

10.6. **Entire Agreement.** This Agreement contains the entire understanding and agreement of both parties. No modification, amendment or addition to this Agreement shall be valid or enforceable unless in writing and signed by all parties hereto.

10.7. **Notice.** Service of all notices under this Agreement shall be sufficient if given in person or sent by certified mail, return receipt requested, to the other party at their respective addresses set forth below, or at such address as such party may provide in writing from time to time:

Hospital: Southern Tier Medical Care - NY, PC
169 Riverside Drive
Binghamton, New York 13905
Attention: Jagraj Rai, MD, President

with a copy to: Our Lady of Lourdes Memorial Hospital, Inc.
169 Riverside Drive
Binghamton, New York 13905
Attention: Legal

District: Bainbridge-Guilford Central School District
18 Juliand Street
Bainbridge, New York 13733
Attention: Timothy R. Ryan, Superintendent

10.8. **Binding Agreement.** This Agreement is binding on all parties, their legal representatives, successors and assigns except as otherwise stated herein.

10.9. **Captions.** Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience and are not intended to be fully accurate descriptions of the content thereof. As appropriate, words used in this Agreement in a singular shall include the plural and words used in any gender shall include all genders.

10.10. **Waiver.** Failure to insist upon full performance of the obligation or failure to exercise rights under this Agreement shall not constitute a waiver as to future defaults or exercise of rights.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the Effective Date.

SOUTHERN TIER MEDICAL CARE - NY, PC

Jagraj Rai, MD, President

Date

BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT

Timothy R. Ryan, Superintendent

Date

EXHIBIT A

Medical Director Services:

The Medical Director shall:

1. Provide oversight and medical consultation to the District.
2. Make recommendations for implementation and execution of medical policies and procedures.
3. Review and sign off on all nursing and health protocols annually. Any changes to the nursing and health protocols must be reviewed and approved by the Medical Director
4. Review and make recommendations of health-related literature at the request of the District.
5. Act as a liaison between the District and the students' primary care provider. The District shall be responsible to obtain written consent if needed.
6. Assist the District's administration in determining appropriateness of special accommodations for students 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 community.
7. Participate in the District Special Education Committee upon request. The Medical Director will be available for consultation and evaluation of particular cases within the scope of their practice including but not limited to:
 - A. Special education
 - B. Sports accidents or student limitations
 - C. Medical certificates
8. Upon request, provide medical education to District staff members. Time of education to be mutually agreed upon.
9. Be available for phone consultation(s) during Medical Director's office hours Monday through Friday.
10. Conduct an annual site visit which includes meeting with all primary personnel from both Southern Tier Medical Care and District involved in providing the Services under this Agreement to discuss current protocols, practices, and process
11. Establish primary personnel contacts from Southern Tier Medical Care to ensure open communication regarding school services.

*Medical Director Services may be provided by a physician and/or mid-level practitioner.

EXHIBIT B

Screening Services:

Student Screenings

1. Student screenings will meet New York State and District requirements, including but not limited to:
 - A. Annual screenings for students according to the New York State Required Health Examination Guidelines,
 - B. New entrant physical screening,
 - C. Student screenings for working papers as needed,
 - D. Ensure exam documentation completed by the student's primary care physician is adequate and consistent with State Guidelines,
 - E. Conduct screenings as a result of referrals by teachers or other staff members,
 - F. Recommend the exclusion or readmission of students in connection with any infectious or contagious disease.
2. All student screenings will be provided as requested within the scope of practice of the medical provider.
3. Screenings for class placement or other instruction of physically handicapped, mentally challenged, and emotionally disturbed students will include coordination with appropriate District personnel.
4. When requested, Medical Director will coordinate with the students' primary care provider. The District shall be responsible to obtain written consent if needed.

Sports Exams

1. Sports exams will be conducted according to New York State requirements. Exams will be completed at the "District" during on-site provider time or at Southern Tier Medical Care with prior authorization from District.
2. Any positive findings as a result of the exam will be referred to the students' primary care provider for further follow up and treatment.
3. Evaluation for return to play for all athletic activities will be in accordance with the New York State regulations.

*Screening Services may be provided by a physician and/or mid-level practitioner with the assistance of a nurse.

EXHIBIT C

Employee Services:

1. Physicals will be provided as requested within the scope and service of providers such as: pre-placement exams, fit for duty, annual required physicals, and/or bus drive physicals/CDL exams. All providers are Certified Medical Examiners meeting the requirement of the Department of Transportation (DOT) regulations.
2. When necessary, physical exams will include coordination with primary care provider upon receipt of appropriate HIPAA release of information.
3. Upon request of the District, Southern Tier Medical Care will provide recommendations for accommodations in compliance with the disabilities laws and regulations based on the essential functions of the position.

*Employee Services may be provided by a physician and/or mid-level practitioner with the assistance of a nurse.

EXHIBIT D

Athletic Trainer Services/Sports Medicine:

1. Athletic Trainer Services.

A. Southern Tier Medical Care/Lourdes will be the exclusive provider of Services for the District during the Term.

2. Responsibilities of School.

A. The District shall be responsible for providing and maintaining adequate space, facilities, furniture, fixtures, supplies, and support services as requested by Southern Tier Medical Care/Lourdes for the provision of Services. This shall include, but not be limited to, the following:

- i. Maintain a functional co-ed athletic training room equipped with an adequate treatment surface.
- ii. Ensure availability of ice and water.
- iii. Provide appropriate medical supplies for care of athletic injuries for all sports (e.g., tape, wrap, crutches, pre-tape, etc.).
- iv. Provide a safe, secure and convenient place to store medical records, injury report forms (e.g., a file cabinet with lock), necessary supplies and equipment in the training room; and
- v. Provide access to an Automatic Electronic Defibrillator (AED).
- vi. Provide secure internet access

B. The district shall provide access to an ambulance service for athletic events as appropriate.

C. The District shall implement or continue proper medical policies and procedures to deal with emergent situations.

D. The District will provide Southern Tier Medical Care/Lourdes a monthly calendar/schedule of athletic events during Term for which Southern Tier Medical Care/Lourdes will provide Services. Such calendar/schedule will be provided to Southern Tier Medical care/Lourdes at least one (1) month prior to the month in which the athletic events are scheduled. The parties shall also mutually agree upon a schedule in advance for which Southern Tier Medical Care/Lourdes will provide Services during athletic practices or training sessions. The School shall notify Southern Tier Medical Care and/or Athletic Trainer(s) at 24 hours prior to a change in scheduled Services.

E. District agrees to notify Southern Tier Medical Care/Lourdes in a timely manner of any athletic injury incurred when Athletic Trainer is not present at the District.

F. District agrees to provide contact information to Athletic Trainer for District representatives (i.e., the Athletic Director, School Nurse or Principle) so that Athletic Trainer may contact appropriate representatives by phone or in-person as necessary (consistent with appropriate authorizations) while performing Services under this Agreement.

G. The District and Southern Tier Medical Care/Lourdes shall discuss and mutually agree on advertising opportunities for the Southern Tier Medical Care Sports Medicine program in School-associated publications and venues, which shall be made available to Southern Tier Medical Care/Lourdes at no cost. This may

include, but is not limited to, District permitting Southern Tier Medical Care/Lourdes to display a Lourdes banner at all scheduled athletic events for which Southern Tier Medical Care/Lourdes is providing Services, District making available to Southern Tier Medical Care/Lourdes advertising space in athletic event program material, and/or District making an announcement at all games stating Services are being provided by Southern Tier Medical Care/Lourdes.

3. Responsibilities of Southern Tier Medical Care/Lourdes.

- A. Provide a one (1) hour injury triage clinic every other week for student athletes through coordination with the District's Nurses office and coaches.
- B. Provide coverage for home football games and up to one special athletic event per season (fall, winter, spring) as mutually agreed upon by Athletic Trainer and Athletic Director.
- C. Document all injuries assessed and keep a copy of these records at the School, subject to applicable laws and regulations regarding maintenance, confidentiality and security of patient health care records.
- D. Services may include, at District's request:
 - i. Coverage at practices, home athletic events (in the event of more than one home event occurring at one time, the most injury prone sport will be covered) and mutually agreed upon special events (i.e., tournaments and post-season play), with services including, but not limited to, the following:
 - ii. Taping and wrapping for practices and games when athletic trainer is onsite.
 - iii. On field injury emergent care/triage/first aid.
 - iv. On-site concussion management (Initial assessment/return to play guidelines); and
 - v. Assessment of injuries and recommendations for treatment and referral.
- E. Training room injury prevention, injury management and treatment services in accordance with evidence-based practice(s).
- F. Consults with Athletic Director regarding ordering and stocking of needed supplies.
- G. General education to athletes/parents and coaches on the prevention and treatment of athletic injuries.

4. Service Exclusions/Limitations.

- A. Services are limited to those injuries sustained as a direct result of physical activities and competitions sponsored by the School.
- B. Services will not be provided for officials, spectators or non-participating individuals. This provision does not, however, preclude Athletic Trainer from rendering immediate first aid to those in need while emergency services are summoned.
- C. Services provided hereunder shall be limited to those deemed by the Athletic Trainer to be appropriate and recommended, in accordance with good and acceptable practices, rules of ethics, the scope of the Athletic Trainer's license to practice and all other applicable laws, rules and regulations.
- D. Athletic Trainer and/or treating provider are responsible for the determination of the safe return to participation. The school's medical director may review the presented information and render a final determination.

*Athletic Training Services may only be provided by an athletic trainer.

EXHIBIT E

FEE SCHEDULE:

Global Fixed Fee:

The Global Fixed Fee for all Services provided under the Term of the Agreement is Thirteen Thousand Four Hundred Fifteen and 00/100 Dollars (\$13,415). The Global Fixed Fee is inclusive of the following:

- **Medical Provider Services (all physician Services)**: Forty-Eight (48) hours of medical provider services at One Hundred Sixty-Five and 00/100 Dollars per hour (\$165/hr.) for a total of Seven Thousand Nine Hundred Twenty and 00/100 Dollars (\$7,920).
- **Ancillary Provider Services (all non-physician Services)**: Nine (9) hours of ancillary provider services to be used by Company to best meet the needs of the district at Fifty-Five and 00/100 Dollars (\$55/hr.) for a total of Four Hundred Ninety-Five and 00/100 Dollars (\$495).
- **Athletic Trainer Services (all athletic trainer/sports medicine Services documented in Exhibit D)**: Services pursuant to the terms of the Agreement will be reimbursed at a flat fee of Five Thousand and 00/100 Dollars (\$5,000).

Additional Services:

Additional requested services will be billed at Two Hundred and 00/100 Dollars per hour (\$200) for Medical Provider Services and Sixty-Five and 00/100 Dollars per hour (\$65/hr.) for Ancillary Provider Services. Services will be billed at Fifteen (15) minute increments beyond minimal on-site fee if applicable. Travel time is charged at established hourly rate. Additional Services will be billed in addition to the Global Fixed Fee and only after the services included in the Global Fixed Fee have been exhausted.

Physician time will be billed in minimum 4-hour increments.

If services are canceled with less than 48 hours' notice, half the fee will be charged.

For Physician phone consultations:

- First 30 minutes are included in the global fee.
- Subsequent time after the first 30 minutes are billed in 15-minute increments at \$165 an hour.