



This Agreement is entered into with an effective date of July 1, 2017, by and between **WorkFit Medical, LLC** (hereinafter referred to as "Provider"), a New York Limited Liability Company with a principal place of business located at 1160 Chili Avenue, Suite 200, Rochester, New York 14624 and **Wheatland-Chili Central School District** (hereinafter referred to as "District"), a School System in New York State with a principal place of business located at 13 Beckwith Avenue, Scottsville, NY 14546.

1.0 RESPONSIBILITIES OF PROVIDER

- 1.1 Services- As requested by District, Provider will provide Comprehensive School Health Services as outlined in Attachment A.
- 1.2 Compensation- District shall pay Provider \$14,064 per annum to provide the services described in this Agreement. The compensation will be paid in 12 equal monthly installments of \$1,172 billed on the 1st of each month. Additional services utilized on Attachment B will be added to monthly invoice as a separate charge.
- 1.3 Billing- Provider will submit invoices to District monthly and terms are net 30 days.

2.0 RESPONSIBILITIES OF DISTRICT

- 2.1 Supplies and equipment- Provide the necessary supplies, space, equipment and support services allowing Provider to perform all duties under the terms of this Agreement.
- 2.2 Maintenance of equipment- Maintain and repair all equipment which the District normally provides for use by the Provider.
- 2.3 Payments- District will pay Provider upon receipt of invoice in accordance with the terms and rates expressed herein. Interest will be charged at one and one half percent (1.5%) per month on all unpaid balances.

3.0 JOINT RESPONSIBILITIES

- 3.1 Ownership of Records- All records relating to District students, District personnel and the performance by the Provider under the terms of this Agreement are and will remain the property of the District both during and after the term of this Agreement. However, the Provider will be entitled to reasonable access to those records, during normal business hours, upon written request to the District during and after termination of this Agreement.
- 3.2 Compliance with Laws- Performance under the terms of this Agreement by the Provider and the District will comply with all federal, state and local laws and regulations, including but not limited to professional ethics and standards as enunciated by the New York State Education Department, and the American Medical Association and the American Hospital Association.



4.0 TERM AND TERMINATION

- 4.1 Term-The term of this Agreement shall be for a period of one (1) year from the effective date as set forth in the introductory paragraph and automatically renew each subsequent year for an additional one-year periods, unless terminated.
- 4.2 Termination without Cause- Either party may terminate this Agreement without cause with thirty (30) days advance written notice.
- 4.3 Termination with Cause- Either party may terminate this Agreement immediately if the other party admits or is found civilly or criminally liable for violating Federal and/or State fraud and abuse laws; upon either party's closure, cessation of operations, insolvency or bankruptcy; loss of any license, certification or accreditation required to perform hereunder; cancellation, revocation, limitation or termination of insurance required by this Agreement; inability to secure professional staff to fulfill this Agreement; personnel strike affecting or preventing services.

5.0 MISCELLANEOUS

- 5.1 Consistent Tax Reporting- The status of the Providers staff under the terms of this Agreement is that of independent contractor. The Provider will report for tax purposes in a manner required by and consistent with the terms of this Agreement. Because of the independent contractor status, the District will not be responsible for the withholding of taxes, nor for the payment of FICA taxes, nor for any insurance coverage or other similar benefits required by law to be provided for an employee
- 5.2 Hold Harmless- Provider agrees to indemnify and hold harmless, District, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities of any nature that may be asserted against them by third parties in connection with the performance of Provider, its directors, officers, employees and agents under this Agreement. District agrees to indemnify and hold harmless, Provider, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities of any nature that may be asserted against them by third parties in connection with the performance of District, its directors, officers, employees, and agents under this Agreement.
- 5.3 Entire agreement- This Agreement contains the entire agreement between the parties relating to the subject matter hereof and it supersedes any prior Agreement or understandings, whether oral or written, between the parties or with respect to the subject matter hereof. This Agreement may not be modified or amended orally or by any course of conduct or usage of trade but only by an Agreement in writing duly executed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their legal representatives, heirs, successors and assigns.
- 5.4 Governing law- This Agreement shall be understood to be in accordance with, and governed by, the laws of the State of New York without regard to its conflicts of law provisions, and all actions to enforce any rights under this Agreement shall be brought and enforced in the federal or state courts located in Monroe county and each party hereby irrevocably submits to the venue and jurisdiction of such courts. In addition, in



the event litigation or arbitration is commenced to interpret or enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, and litigation or arbitration expenses including arbitration fees.

- 5.5 Severability- If any provision of this Agreement shall be determined to be unenforceable or invalid, such determination shall not affect the enforceability or validity of any other provision.
- 5.6 Acts of God- No party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from Acts of God or any similar or dissimilar cause beyond the reasonable control of any party.
- 5.7 Notices- Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set forth in the introductory paragraph.
- 5.8 Confidentiality- The parties acknowledge and agree that this Agreement is confidential. Neither shall disclose this Agreement or any terms hereof to any third parties except as may be necessary to obtain advice and counseling from one's attorneys, accountants or financial advisors or as may otherwise be required through legal process.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written above.

WorkFit Medical, LLC

By: Heather Hosking

Heather Hosking, RPA-C
Director of Comprehensive School Health
Date: 6-5-17

By: _____

District Representative
Date: _____



Attachment A

Responsibilities of the Provider

Provider through its Physicians, Midlevel practitioners, partners, and employees shall provide the District, during the term of this Agreement, with the services listed below. All such duties shall be discharged by appropriately licensed providers in a timely, competent and complete fashion and, to the extent necessary and when appropriate, after appropriate consultation with the District, and subject to the standards and policies of the District and applicable law.

Administration and Planning:

- Assists in administering the program cooperatively with the school nursing leader, administration and local school committee;
- Meets with the school nursing leader (and school nurses as appropriate) to review, evaluate and revise the program as needed;
- Participates as an active member of the school health advisory council/committee;
- Assists in emergency care planning for the school district;
- Participates in professional development relevant to school health.

Liaison to Community Physicians:

- Interprets federal and state school health regulations to community primary care providers; (These regulations include but are not limited to the regulations governing physical examinations, immunizations, medication administration in the schools and the rights of the disabled students.)
- Consults with local providers on pertinent medical issues of individual students as they affect the child's performance in the educational environment, e.g., a child with a complex medical need;
- Promotes communication and exchange of pertinent medical information (with parental consent) between the school health program and the primary care providers.

Direct Service:

- Provide required student health appraisals (entry, pre-k or kindergarten, 2nd grade, 4th grade, 7th grade, and 10th grade), maturity checks, clearance for competitive sports physical examinations (annually), and ages 14 to 16 prior to obtaining a work permit. These exams will be done only for those students who lack a primary care provider;
- Give immunizations, draw blood, and perform other miscellaneous analyses as required at standard pricing;
- Physician oversight for AED program.

Clinical Consultation:

- Immunizations or implementation of state mandated immunization regulations;
- Infection and outbreak control;
- Vision, hearing and postural screening;
- Staff health, wellness and disability issues;
- Mental health issues;
- Classroom management of the child with physical or emotional issues (as requested by the school nurse, teacher or parent);
- Medical transportation issues for children with special health care needs;



- School environmental issues as they arise, e.g., air quality, building safety, playground safety, “sick building syndrome”;
- School sports medicine program;
- Medical orders for emergency medications (epinephrine and Benadryl);
- Nutritional issues as they relate to such areas as the food service program, eating disorders, etc.; and
- Health room facilities and equipment.

Policy Consultation:

- Participates in the school health advisory council/committee;
- Collaborates with the school nurse, provides consultation on policies pertaining to the health and safety of school students and staff;
- Crisis intervention (depression, suicide and violence);
- Emergency and disaster planning and preparedness (collaborating with local emergency medical services);
- Immunization policies;
- Substance use/abuse, including tobacco;
- Medical transportation;
- Healthy school environment (both physical and social);
- Nutrition issues including food services;
- Infection control and universal precautions;
- Attendance, including exclusion for illness;
- Medication administration, including non-prescription medications;
- Management of children with chronic illnesses such as asthma, diabetes, etc.;
- Child abuse/neglect;
- AED program management.

Health Education:

- Provides education to staff and athletes on issues relating to sports medicine and injury prevention;
- Provides medical information and health education for parents as appropriate;

Public Relations:

- Interprets health issues to the community when requested, e.g., contributes articles to the local newspaper or provides health education;
- May represent the school on health issues in the media (as requested by school administration) when a crisis occurs in the school or regarding the school-aged population;

Advocacy:

- Supports comprehensive health education, grades kindergarten through twelve;
- Testifies at public hearings regarding school health issues, e.g., immunizations;

Systems Development Consultation:

- May provide consultation on the development of a system of mental health services delivered in the school and linked to local providers;
- May identify new programs for integrating and coordinating services with both internal and external providers;
- Establish standards and quality assurance programs for the provision of services by external providers in the school;



- Identify the need for a school-based health center, if access to health care is an issue in the community;
- Play an active role in coordinating services and developing collaborative arrangements with other municipal agencies having a role in school health, e.g., the Local health department;
- Provide consultation on implementing school health data systems and data analysis, as well as information tracking systems, e.g., the New York Immunization Information System.



Attachment B

Additional Services Offered Upon Request

Service

Price

Bus Driver Services:

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| • 19A/DOT Bus Driver Physicals | Included |
| • Random Drug/Alcohol Program Management | Included |

Immunizations:

- | | |
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| • Flu Vaccine | \$25per vaccine |
| • Hepatitis B Vaccine | \$60 per vaccine |
| • MMR Vaccine | \$69 per vaccine |
| • Numerous other vaccines and titers available upon request | |

Occupational Health Services:

- | | |
|---|--------------------------------|
| • Worker's Compensation Treatment | Per NY State Guidelines |
| • Worker's Compensation Case Management | Pricing Available Upon Request |
| • Pre-employment and annual Physical Examinations | \$65 per exam |
| • Return to Work Physicals | \$75 per exam |
| • Hearing Conservation Management | \$25 per audiogram |

Wellness Programs We Offer (Pricing Available Upon Request):

- American Heart Association Professional and Community CPR.
- First Aid and Blood Borne Pathogen/Infection Control Course.
- VFIS Driver Training Course.
- Supervisor Reasonable Suspicion.
- Drug Free Workplace Education
- Blood Pressure Information Sessions.
- Smoking Cessation.
- Biometric Screenings (which includes glucose and cholesterol levels, body mass index, body fat analysis, blood pressure, and pulse oxygen screenings).