



Bassett Healthcare Network

AGREEMENT BETWEEN THE MARY IMOGENE BASSETT HOSPITAL AND CHARLOTTE VALLEY CENTRAL SCHOOL

This Agreement made as of _____, by and between **The Mary Imogene Bassett Hospital, doing business as Bassett Medical Center (hereinafter "HOSPITAL")**, One Atwell Road, Cooperstown, New York 13326 and **Charlotte Valley Central School (hereinafter, "SCHOOL DISTRICT")**, 15611 State Highway 23, Davenport, NY 13750 covers provision of medical services to be provided by the **HOSPITAL**.

Terms of Agreement:

1. The HOSPITAL agrees to take medical histories and provide physical exams at the School District facilities for students and athletes enrolled and designated others employed in SCHOOL DISTRICT'S schools as requested by the School District.

Physical exams for students in grades K (for those without Pre-K physicals) 1, 3, 7, 10; sports physicals and physicals for students submitting working papers. This includes students entering the school district for the first time, students referred by/to Committee on Special Education and those deemed necessary by school authorities to determine a child's education program. Examinations required to obtain employment certification (working papers) will be provided for all students requesting them in conjunction with regular physical examination schedules.

The services will be provided on a mutually agreed upon scheduled date. Physical examinations will be performed with the assistance of the school nurse. Dr. William Fredette will be the acting Medical Director.

Physical exams for bus drivers will be performed annually. Drivers who are unable to be seen during the scheduled dates will be seen at the HOSPITAL at a mutually agreed upon date and time.

The HOSPITAL will provide consultations concerning the educational placement of physically handicapped students.

The HOSPITAL will clear or will be informed of athletes returning to sports participation following an injury.

2. SCHOOL DISTRICT will agree to pay the HOSPITAL at the rate of \$5,900.00 per school year for professional services rendered and:

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| • 19A and pre-employment Physical Examinations (Bus Drivers, Cafeteria Workers, and other staff as required) | Included |
| • Students and athletes enrolled in SCHOOL DISTRICT'S schools as requested by School District, per student. | Included |

(All above services are done by appointment only.)

Payment will be made in 4 installments in August 2023, November 2023, February 2024 and May 2024. Upon submittal of said billing, SCHOOL DISTRICT will submit payment within thirty (30) days.

The SCHOOL DISTRICT will provide gowns if necessary and the SCHOOL DISTRICT will provide chaperones if needed.

3. All other services, exams, tests, etc. (i.e. EKG's, new employees) will be billed separately in accordance with established fees at the HOSPITAL
 - College entrance physical exams
 - Occupational admission forms
 - Summer camp forms
 - Flu vaccination
4. Physician will be furnished with an outline of duties, according to the New York State Education Law and Commissioner's Regulations, required of the School Physician and agrees to adhere to them.
5. The HOSPITAL shall not sell or assign its interest in this Agreement without written permission of the SCHOOL DISTRICT, which permission will not be unreasonably withheld, delayed or conditioned.
6. This Agreement shall run from **July 1, 2023** through **June 30, 2024** and may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other.
7. This Agreement in no way establishes an agency relationship between the HOSPITAL and the SCHOOL DISTRICT. Each party shall maintain its independence and separate identity and each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party. The HOSPITAL and the SCHOOL DISTRICT each shall hold harmless and indemnify the other party and its agents, servants, employees, physicians, officers, directors and trustees from and against any loss, damage, liability or claim (or action in respect thereof) and any cost or expense, including reasonable attorneys' fees in connection with any such loss, damage, liability, claim or action, that it or its agents, servants, employees, physicians, officers, directors or trustees may suffer from any claim, demand, suit or action against it or them by reason of any act or omission on the part of the indemnifying party or its agents, servants, employees, physicians, officers, directors or trustees in connection with or arising out of this Agreement. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of any action with respect to which a claim of indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party, and after notice from the indemnifying party to the indemnified party of its election to assume the defense thereof, the indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof. This paragraph shall survive any termination of this Agreement for any reason.
8. Section 2-c and 2-d of the New York State Education Law require that third party contractors comply with the parents' Bill of Rights and ensure privacy of any personally identifiable data shared under this contract. HOSPITAL agrees to comply in every respect with all applicable provisions of section 2-c and 2-d of the NYS Education Law and any subsequently promulgated rules, regulations or laws regarding the same. The Family Educational Rights and Privacy Act

(FERPA, 20 USC 1232g) requires that third party contractors comply with FERPA and SCHOOL DISTRICT policy regarding preserving the confidentiality of the educational records of students, which includes medical records of students provided for school purposes. The HOSPITAL has read the Parent’s Bill of Rights of SCHOOL DISTRICT and has read the SCHOOL DISTRICT’S Student Records Policy and agrees to fully comply with both including any amendments. The SCHOOL DISTRICT will notify HOSPITAL of any significant changes to either policy.

- 9. Each party shall maintain comprehensive liability insurance coverage acceptable to the other party either in the form of a self-insurance program or in the form of a policy purchased from an insurance company. Each party shall have the right to inspect during normal business hours documents in relation to such insurance coverage.
- 10. The services provided by the HOSPITAL shall comply with all federal, state and local statutes, rules and regulations.
- 11. This is the entire Agreement. The terms of this Agreement supersede any oral representations previously made. There shall be no oral modifications of this Agreement, and any modification or amendment of the terms of the Agreement shall not be binding unless executed in writing by the parties hereto.
- 12. Notices given under this Agreement shall be sent by first class mail or hand delivery in the case of the HOSPITAL to the attention of its President at One Atwell Road, Cooperstown, New York 13326 and in the case of the SCHOOL DISTRICT to the attention of: Superintendent, 15611 State Highway 23, Davenport, NY 13750.

CHARLOTTE VALLEY CENTRAL

SCHOOL

DocuSigned by:

Eric Whipple

7/12/2023

Eric Whipple
Superintendent

Date

THE MARY IMOGENE BASSETT HOSPITAL

D/B/A BASSETT MEDICAL CENTER

DocuSigned by:

Deanna Charles

By:

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Name: Deanna Charles

Title: SVP, Chief Ambulatory & Transformation Officer

Date: 6/29/2023

