



## Optimal Therapy Associates Services

2495 Main Street • Suite 234 • Buffalo, New York 14214

Phone (716) 836-5929

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This contract made and entered into by and between **Optimal Therapy Associates Services**, 2495 Main Street, Suite 234, Buffalo, NY, 14214; herein called the Contractor, and **Kenmore - Tonawanda School District**, herein called the Contracting Agency, on this , April 24, 2017, for the period from July 1, 2017 through August 31, 2018.

IT IS AGREED BY AND BETWEEN THE CONTRACTOR AND THE CONTRACTING AGENCY, THAT:

I. The Contracting Agency will:

- A. Provide suitable treatment facilities for therapy, such space shall be appropriate, safe and conducive to provision of therapy services.
- B. Provide the Contractor with a current academic calendar informing of holidays, conference days or special occasions on which therapy will not be scheduled; Individual Education Plans, any and all information essential to the delivery of therapy services, prescription for each student for therapy services.
- C. Provide the Contractor with at least 24 hours notice of the inability of any student scheduled to attend a therapy session, except in the case of absence due to illness, and to pay the Contractor for the time scheduled for said student in the event the District shall fail to do so.
- D. Pay the following fees for Physical Therapy services (as per students' IEPs) for Out of District BOCES students
  - \$195.00 per student per month
  - \$110.00 per Initial Evaluation
  - \$26.00 per Consultation
- E. Pay the following fees for Occupational Therapy services (as per students' IEPs)
  - \$154.00 per student per month
  - \$110.00 per Initial Evaluation
  - \$26.00 per Consultation
  - \$30.00 per 30 minute Kindergarten Group, Handwriting Group, Improvement Group, or Enrichment Group.
  - \$60.00 per 60 minute Enrichment Group (High School)

F. Pay \$45.00 per visit for students seen over the summer session

G. A late fee of 1.5% (18% annually) will be applied on unpaid invoices after 30 days

II. The Contractor will:

- A. Provide adequate and sufficient therapy services for all students with disabilities in

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accordance with each student's IEP for those who are specifically assigned within 30 school days of assignment to the Contractor by the Contracting Agency.

- B. Provide proof of current biennial certification for each therapist, as required by the New York State Education Department.
- C. Maintain professional malpractice insurance to cover therapists employed by the Contractor and shall abide by the Code of Ethics of the American Physical Therapy Association and the Code of Ethics of the American Occupational Therapy Association and the rules and regulations of the respective school facilities in which services shall be provided and shall respect the confidentiality of any and all student records.
- D. Provide any and all reports and data requested by the Contracting Agency concerning the therapy program of each student.
- F. Attend Committee on Special Education meetings as requested by the Committee Chair or the Director or Assistant Director of Special Education.
- G. Supervise and evaluate the therapists under this Agreement. The Contracting Agency shall provide feedback to the Contractor regarding the performance of the Therapists.
- H. Provide criminal background checks in accordance with State Education Law requirements for each therapist prior to rendering services to the Contracting Agency's students. Proof of clearance shall be provided before services are rendered
- I. Comply with all federal, State and local law and regulation regarding the provision of services under this Agreement, including, without limitation, Medicaid rules, regulations and guidance for supervision, provision and documentation of services, and Family Educational Rights and Privacy Act requirements regarding confidentiality of student records.

### III. The Contractor and Contracting Agency will:

- A. Renegotiate this agreement prior to the end of this contract.
- B. Either party may terminate this agreement upon 30 days written notice by certified or registered mail, return receipt requested, to the other at the address shown above.

IV. The Contractor shall indemnify, defend and hold harmless the Contracting Agency, its Board of Education, officers, administrators, employees, agents and representatives from and against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorney fees) arising out of the negligent or intentional acts or omissions of the Contractor, its officers, employees, agents and representatives.

V. Contractor shall maintain, at its own expense, insurance in such amounts and for such purposes as hereinafter set forth and provide copies of the certificates of insurance for the policies specified to the Superintendent or his designee:

A. Contractor shall carry a policy of Worker's Compensation insurance as required by the State of New York.

B. A policy of general liability insurance. This policy shall provide at least the coverage and limits specified immediately below.

i) The policy shall be written on a so-called "comprehensive" general liability form and provide coverage of at least \$1,000,000.00 combined with an umbrella policy providing at least an additional \$1,000,000.00 coverage.

ii) The policy shall be endorsed with a cross liability endorsement stating that in the event that a claim is brought by one insured against another insured under the policy or by an employee of one insured against another insured under the policy, each insured shall be considered a separate insured for purposes of the insurance.

iii) The District shall be an additional insured under the policy.

iv) The policy shall be written with a blanket contractual liability endorsement providing automatic coverage for bodily injury or property damages assumed under any type of written contract in addition to types of contract defined in the policy form, except any contract under which the insured assumes liability for sole negligence of an indemnitee.

C. A professional malpractice policy. This policy shall provide coverage and limits in the amount of \$1,000,000.00/3,000,000.00.

VI. This agreement shall in all respects be subject to all applicable laws, statutes and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

VII. During the term of this agreement and for a period of one year after its termination, the Kenmore - Tonawanda School District, shall not directly or indirectly solicit the employment of or employ any employee, agent or representative of Optimal Therapy Associates Services. It is further agreed that no trade secrets, customer files, methods or processes shall be solicited from any Optimal Therapy Associates Services employee, agent, or representative.

- VIII. The relationship of the parties shall be that of independent contractors, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the Contracting Agency and any individual assigned by the Contractor to perform any services. As an independent contractor, the Contractor and any person(s) engaged by it, shall not be entitled to any medical, health, pension, retirement, disability, unemployment, workers' compensation or other insurance or coverage, or any other benefit, similar or dissimilar from the Contracting Agency. The parties agree that all reporting by either of them to tax departments and other governmental agencies shall be consistent with the provisions of this paragraph.
- IX. This Agreement may not be assigned nor amended without the prior written consent of the parties.
- X. The laws of the State of New York shall govern the terms and conditions of this Agreement with the venue for any disputes in a court of competent jurisdiction in Erie County, New York.

The parties' consent to this Agreement is indicated by their signatures below:

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CONTRACTING AGENCY

\_\_\_\_\_  
DATE



April 24, 2017

Gloria Lucker, OTR/L  
Chief Executive Officer  
Optimal Therapy Associates Services