

SERVICE AGREEMENT

This AGREEMENT commencing JULY 1, 2017 and terminating JUNE 30, 2018, is made between the Kenmore-Town of Tonawanda Union Free School District, having its Administrative Offices at 1500 Colvin Boulevard, Town of Tonawanda (Buffalo), New York 14223, hereinafter referred to as the "District" and Associated Physical & Occupational Therapists, PLLC, being a professional service limited liability company composed of Debra A Scheider, residing at 164 Doncaster Road, Kenmore, New York 14217, and Gayle Schutrum, residing at 42 Beaver Lane, Grand Island, New York 14072, hereinafter referred to as the "Company".

Whereas, the District operates pursuant to the requirements of Article 89 of the Education Law and Regulations of the Commissioner of Education and Department of Education of the State of New York, an educational program for children with disabling conditions and,

Whereas, the District, as part of its education program for children with disabling conditions must appoint and has appointed certain persons to act as a Committee on Special Education which must identify the disabling conditions of each child before the child enters the Districts aforementioned educational program and

Whereas, certain children with disabling conditions must have available to them as a related service component of their educational program, physical and occupational therapy services provided by therapists licensed or permitted by the State of New York and,

Whereas, the District desires to retain the Company as independent contractor pursuant to the foregoing terms and conditions to provide the aforesaid physical and occupational therapy program and the Company is agreeable to being so retained, therefore, the parties agree as follows:

1. The Company shall act solely as an independent contractor at all times during the performance of this Agreement.
2. The services to be provided by the Company, as set forth herein, shall be undertaken only at the direction of the Committee on Special Education and with the recommendation of the Board of Education, or at the direction of the District's Director of Pupil Services or designee.
3. The Company shall devote its best efforts to the business of the District in the field of physical therapy. The clients to whom the Contractor shall be assigned shall be determined by mutual agreement. Services will include the following:

A. initial screening of pupils referred, determination of need for services and evaluation of students deemed appropriate.

B. maintenance of screening, evaluation, and progress reports, as agreed on by the District as part of the child's educational record program.

C. participate with the school district educational program in developing Individual Educational Plans (IEPs) for each pupil and monitor activities for pupils receiving evaluation, consultation and direct services from the Company.

D. provide necessary therapy and group sessions to enable children to benefit from instruction and promote development.

4. It is mutually agreed and understood that all persons designated by the District to receive direct services by the Contractor shall have written authorization from their parents or guardians, and a valid written medical referral.

5. For services rendered, the Company shall be paid by the District the sum of forty six dollars and thirty five cents (\$46.35) for each hour of service for physical therapy with services including Consultations, Evaluation, and Special Services. The Company agrees to submit a voucher to the District at the end of each month setting forth the hours of services performed during the month and numbers of students. The District agrees to pay the Company the sums so vouchered within thirty (30) days of receipt of an approved voucher.

6. The Company warrants that each therapist or substitute is eligible to practice in the State of New York and shall remain so throughout the duration of this Agreement. In the event that an eligibility is terminated or any proceedings are instituted against any member of the Company which may result in termination of eligibility, the Company shall immediately notify the District and the District shall have the option to order the Company to transfer all cases under the members jurisdiction to other Company members and to assign no further cases to that member. Further, the Company warrants that its Company status is evidenced by the Articles of Organization filed with the New York State Department of State, Division of Corporations and State Records and with the State Education Department, Division of Professional Licensing and lists no other members other than those listed as part of the party to the agreement.

7. The Company warrants that it has an error and omissions policy covering each member of the Company for two million dollars (\$2,000,000) each medical incident and two million dollars (\$2,000,000) aggregate. The members of the Company shall not be employees of the school district and therefore understand that they shall not be subject to the provisions of the Education Law of the State of New York saving school district employees harmless for injuries caused by them in the performance of their jobs within

the scope of their duties.

8. Termination of the Agreement shall occur as follows:

A. If the Company shall transfer or otherwise assign this contract, be thrown into bankruptcy or take advantage of any bankruptcy or insolvency law, including programs for credit or arrangements, this Agreement will be immediately terminated.

B. Either party may terminate this Agreement on thirty (30) days notice delivered to the other party.

9. Attached hereto as part of this Contract is a listing of clauses required by the State or Federal Statute or Regulations to be in all school contracts.

10. Notice to parties: Any notice, mailed addressed to the Company at 164 Doncaster Road, Kenmore, New York 14217 or personally delivered to the Company, shall be notice hereunder by the District, and notice mailed or delivered to the office of the Director of Pupil Services, Kenmore-Town of Tonawanda Union Free School District, 1500 Colvin Boulevard, Town of Tonawanda, New York 14223, shall be notice hereunder by the Company.

11. This Agreement shall constitute the entire agreement between the parties and may not be changed, altered, or amended except by the written agreement of the parties.

12. The District agrees to the participation of a therapy student in an approved field experience training program under the direct supervision of a member in the Company or substitute. The member will present evidence of liability coverage by the training institution before the student initiates the experience.

13. It is agreed that Associated Physical & Occupational Therapists, PLLC (Company) is an independent Company with respect to the District and that the District is not responsible for compliance with the requirements of the Fair Labor Standards Act ("FLSA") with respect to the Company employees. It is also agreed that if the District nevertheless is held liable in any manner for a claim brought under the FLSA by an employee of the Company, the Company will defend and hold the District harmless and indemnify the District for any and all judgments, wages, liquidated damages and/or costs including attorney fees, resulting directly or indirectly from such claim.

KENMORE-TOWN OF TONAWANDA
UNION FREE SCHOOL DISTRICT

President, Board of Education

Date

ASSOCIATED PHYSICAL & OCCUPATIONAL
THERAPISTS, PLLC

Debra A. Scheider
Debra A. Scheider, Member

06/14/2017
Date