

Encl. 10.19  
May 24, 2011

**CONTRACT FOR PROFESSIONAL MEDICAL SERVICES  
BETWEEN  
HORSEHEADS CENTRAL SCHOOL DISTRICT  
AND  
GUTHRIE CLINIC, LTD.**

**THIS AGREEMENT** is made this \_\_\_\_\_, day of \_\_\_\_\_ 2011, and is made effective as of the 1st day of January, 2011, "Effective Date", by and between Horseheads Central School District with its principal place of business at 507 Fletcher Street, Horseheads, New York 14845 "School District", and Guthrie Clinic, Ltd., a Pennsylvania professional corporation with its principal place of business at One Guthrie Square, Sayre, Pennsylvania 18840 and doing business in New York State as Guthrie Medical Group, P.C. "Guthrie".

**RECITALS**

**WHEREAS**, the School District desires to retain the services of Guthrie as an independent contractor to provide professional medical services to the School District.

**WHEREAS**, Guthrie desires to provide professional medical services as an independent contractor to the School District, and

**WHEREAS**, the parties hereto, wish to set forth their agreement in connection with their relationship.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and for other good and valid consideration hereby acknowledged, the parties hereby agree as follows:

1. **TERM**. This Agreement shall become effective as of the Effective Date and shall remain in effect for two (2) years, unless terminated earlier pursuant to Section 4 of this Agreement. The parties may mutually agree in writing to re-negotiate and renew this Professional Services Agreement for an additional two year term, by giving sixty (60) days notice prior to the expiration of the Initial Term or any Renewal Term. The parties reserve the right to change the terms of this agreement, by mutual, written consent, including compensation for each Renewal Term.
2. **SERVICES**. Subject to the terms and provisions of this Agreement, the School District engages Guthrie as an independent contractor to provide professional medical services in accordance with Exhibit A, Scope of Services, attached hereto and incorporated herein. Such Scope of Services may be modified as the parties shall mutually agree. The parties agree that the services contracted for under this Agreement are reasonable and do not exceed those that are reasonable and necessary for the legitimate business purposes of the arrangement.

3. **PAYMENT.** For the Provision of services under this Agreement, the School District shall pay Guthrie as set forth in Exhibit B. This payment shall be due in full 30 days from the billing date. The parties agree that the fees under this Agreement do not exceed fair market value.

4. **TERMINATION.** Either party shall have the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other party.

5. **REPRESENTATIONS.**

a. The School District warrants and represents that it shall comply with all applicable federal, state, and local statutes, rules, and regulations.

b. Guthrie warrants and represents that its employee(s) providing professional medical services pursuant to this Agreement (i) are and will be duly licensed in the state in which services will be provided; and (ii) shall comply with all applicable federal, state, and local statutes, rules, and regulations and with the rules, regulations and programs of the School District, as amended from time to time, including but not limited to the School District's compliance program.

c. Notwithstanding any other provision in this Agreement, the School District remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local statutes, rules and regulations.

6. **INSURANCE: INDEMNIFICATION**

a. During the term(s) of this Agreement, Guthrie shall secure and maintain, at no expense to the School District, Professional Liability Insurance which shall cover claims arising out of the rendering or failure to render professional medical services. The minimum limits of liability for this insurance shall be the minimum limits required by State law. The retroactive date (if any) for this insurance shall not be later than the commencement date of services under this Agreement.

b. Prior to providing any services pursuant to this Agreement, Guthrie shall furnish the School District, upon request, with evidence that Guthrie has obtained and maintained the insurance required.

c. As between the parties, Guthrie shall indemnify and hold the School District and its agents, employees, directors, officers, trustees and representatives harmless from and against any and all claims, liabilities, losses, damages, injuries, or costs (including, but not limited to, court costs and reasonable attorney's fees whether incurred in a third-party action or an action brought by the School District to enforce its rights under this paragraph) arising directly or indirectly from any act or omission of Guthrie in the performance of professional services under this Agreement. Guthrie's obligation to indemnify the School District shall not apply to the extent that claims arise from the negligence of the School District or its directors, officers, trustees, agents (other than Guthrie) and employees.

d. Likewise, the School District shall indemnify and hold Guthrie its agents, employees, directors, officers, and representatives harmless from and against any and all claims, liabilities, losses, damages, injuries, or costs (including, but not limited to, court costs and reasonable attorneys' fees whether incurred in a third-party action or in an action brought by Guthrie to enforce its rights under this paragraph) arising directly or indirectly from any act or omission of the School District in the performance of this Agreement. The School District's obligation to indemnify Guthrie shall not apply to the extent that claims arise from the negligence, of Guthrie or its directors, officers, trustees, agents (other than the School District) and employees.

7. **CONFIDENTIALITY**. Guthrie acknowledges that all patient records and patient communications are confidential, and are protected by privilege and State and Federal laws. Guthrie covenants that during the term of this Agreement and after termination thereof, Guthrie will require Guthrie providers who provide services under this Agreement, to preserve the confidentiality of such records and communication and do nothing that may be deemed a violation of the privileges and laws. Nothing herein shall be interpreted as requiring Guthrie or Guthrie providers to fail to comply with any lawful subpoena or other court order or legal compulsion with respect to said information. However, if Guthrie or a Guthrie provider is served with any such request, Guthrie will notify the School District within 10 days after receipt of such notice. The School District shall have the right to contest any such process if it deems the information sought to be privileged. To the extent the Federal privacy regulations, 45 CFR 160-164 are applicable, both parties agree to adhere to the Federal privacy regulations.

8. **RELATIONSHIP OF PARTIES**. In the performance of their obligations hereunder, the parties shall be and act at all times as independent contractors to each other. Nothing herein may be construed to create an employer-employee relationship between the School District and Guthrie. Guthrie shall not have any claim under this Agreement or otherwise against the School District for retirement benefits, social security, workers' compensation, professional malpractice or unemployment insurance benefits. The School District will not withhold on Guthrie's behalf any sums for income tax, unemployment insurance, social security, or any other withholding; such taxes and withholdings shall be Guthrie's sole responsibility.

9. **NON-EXCLUSIVE AGREEMENT**. The parties agree that this Agreement is non-exclusive and does not preclude Guthrie from offering services to the general public or the School District from engaging other physician(s)/provider(s) to provide professional medical services.

10. **NOTICES**. All notices, consents or communications required or permitted hereunder, or otherwise given by one party to the other, shall be in writing and shall be deemed given when

received by personal delivery, certified or registered mail, postage prepaid, return receipt requested, or sent by express courier or facsimile addressed to the parties at the addresses below.

Notices to the School District shall be directed to: Anthony Stager  
Horseheads Central School District  
507 Fletcher Street  
Horseheads, NY 14845

Notices to Guthrie shall be directed to: Joseph Scopelliti, MD  
President and Chief Executive Officer  
Guthrie Clinic, Ltd.  
One Guthrie Square  
Sayre, PA 18840

Either party may change the persons and addresses to which notices or other communications are to be sent by the methods stated above, provided that notice of such changes shall be effective only upon receipt.

11. MISCELLANEOUS.

a. The waiver of any condition or breach of any term or covenant contained in this Agreement shall not operate or be construed as a waiver of any subsequent condition or breach. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.

b. This Agreement shall not be changed, modified or amended except by a writing signed by both parties.

c. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors in interest and permitted assigns. This Agreement may not be assigned by either party except on the prior written consent of the other party, and any purported assignment in violation hereof shall be null and void.

d. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Should a court of competent jurisdiction or an administrative agency determine that any provision of this Agreement is invalid, illegal, or unenforceable; the remainder of this Agreement shall not be affected unless the invalid, illegal, or unenforceable provision substantially impairs the benefits of the remaining portions of this Agreement.

e. If either party determines, in good faith, that any provision of this Agreement violates any law, rule, regulation or standard of professional conduct now or hereafter existing, the parties shall cause this Agreement to be amended to eliminate any such violation; provided, however, that the terms of any such amendment shall not significantly change the economic substance of this Agreement or other obligations of the parties.

f. The headings of the sections of this Agreement are inserted for convenience of reference only and in no way define, prescribe, or limit the intent of this Agreement.

g. All provisions of this Agreement that by their terms require performance by one or both parties following the expiration or termination of this Agreement shall survive such expiration or termination.

h. This Agreement contains the entire agreement and understanding between the parties as to the matters contained herein, and merges with and supersedes all prior discussions, agreements and understandings between the parties. No party shall be bound by any condition, definition, warranty or representation other than as expressly provided in this Agreement.

**INTENDING TO BE LEGALLY BOUND**, the undersigned execute this Agreement as of the date first set forth above.

**HORSEHEADS CENTRAL SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Ralph Marino  
Superintendent

DATE: \_\_\_\_\_

**GUTHRIE CLINIC, LTD.**

BY: \_\_\_\_\_  
Joseph Scopelliti, M.D.  
President

DATE: \_\_\_\_\_

**EXHIBIT A**  
**HORSEHEADS CENTRAL SCHOOL DISTRICT**  
**CONTRACT FOR MEDICAL SERVICES**  
**2011**

**Public Access Defibrillation Program**

A yearly fee will be billed for annual review of the public access defibrillation (PAD) program, approving guidelines, and medical direction responsibilities. An hourly rate will also be billed (in 6 minute increments) for evaluation of post-event forms and digital files. The School District and Guthrie agree that Anthony Grippo, MD, MPH "Medical Director" shall provide the professional services pursuant to this agreement.

The Medical Director agrees to serve, subject to the School District's continued compliance with all provisions of this agreement, as the Emergency Health Care Provider for the School District's Public Access Defibrillation program, as defined in Section 3000-B 1 (B) of the New York State Public Health Law.

The School District will, at its own expense or through its own resources, purchase and maintain, in full accordance with its manufacturer's recommendations, one or more automated external defibrillators (AEDs).

The School District will maintain its AED(s) in use-ready condition, at all times, at a location or locations which is (are) known to all members, employees, or affiliates who are to be involved in the provision of early defibrillation under this agreement. The School District will also maintain, at a minimum, with each AED, the necessary equipment for body substance isolation during the provision of cardiopulmonary resuscitation (disposable medical examination gloves in appropriate sizes, and a "pocket" resuscitation mask or bag-valve-mask device for the respiratory ventilation of adult victims).

The School District will provide or procure for all of its members, employees, or affiliates who are to be involved in the provision of early defibrillation under this agreement, formal training in automated external defibrillation pursuant to a curriculum approved by the New York State Emergency Medical Services Council for this purpose. The curriculum anticipated for use under this agreement will be "CPR for the Community and Workplace" and "Automated External Defibrillation" from the American Safety and Health Institute.

The School District will use as its treatment protocol with respect to the Public Access Defibrillation program governed by this agreement, the Automated External Defibrillation Protocol of the American Red Cross.

The School District will assure that only those members, employees, or affiliates who have successfully completed training as specified above, are permitted to operate an AED within the scope of the Public Access Defibrillation program governed by this agreement.

The School District will assure that the community's Emergency Medical Services (EMS) system is immediately activated for response to any person on whom the School District's members, employees, or affiliates use or attempt to use its AED. This will be accomplished by dialing 911 and requesting EMS response at the earliest possible moment after the discovery of a medical emergency.

The School District will abide by all standards of continuing in-service education and practice required by the Medical Director, and will require its members, employees, or affiliates to complete any and all classes or training sessions which may be required by the Medical Director. This will include, at a minimum, semi-annual re-qualification on the AED via mannequin practice. The use of a computerized simulation program as a substitute for the actual hands-on mannequin practice will be permissible for one such re-qualification annually. Complete records of such semi-annual re-qualification will be kept and maintained for an indefinite period by the School District.

The School District will assure that, immediately following any incident in which the School District AED has been connected to a person, the AED will be connected to an appropriately-equipped computer, and that the data stored in its internal memory will be "downloaded" to the computer. Further, the School District will assure that the operator of the AED in any instance in which the AED has been connected to a person, completes the computerized data form with respect to that instance, and records thereon, at a minimum, the following information:

- The name of the School District.
- The date of the incident.
- The time of the incident.
- The age of the victim.
- The sex of the victim.
- The estimated time from the onset of cardiac arrest until the first shock from the AED was given.
- The estimated time from the onset of cardiac arrest until cardiopulmonary resuscitation was begun.
- The total number of shocks administered to the patient via the School District's AED.
- The name of the ambulance service transporting the patient from the incident scene.
- The status of the patient when he/she was transported from the scene (continued cardiac arrest, spontaneous pulse present, unresponsive, responsive, etc.)

The School District will notify the Medical Director, or a Medical Director designee, of each such incident. The School District will assure that the data and information captured in the computer, as specified above, are transferred to the Medical Director, as requested by that Medical Director. The parties agree to establish and abide by written procedures for accomplishing this transfer of information.

The School District shall participate in all Quality Assurance/Quality Improvement activities required by the Medical Director or by pertinent law or regulation. This shall consist of review by

the Medical Director or its agency of the electronic data submitted by the School District, as required above. The Medical Director, or his agent, after completion of such review, shall issue a written or verbal communication to the School District outlining the results or findings of the review.

At the request of the Medical Director or his agent, the School District shall make available, in a timely manner for a review meeting, any and all of its members, employees, or affiliates who were involved in the use or attempted use of the AED on a person.

*Obligations of the School District*

In accordance with the provision of Chapter 552 of the Laws of 1998 and New York State Department of Health Bureau of Emergency Medical Services Policy Statement 98-10, the School District agrees that it will or that it has:

- Identified a physician or hospital knowledgeable and experienced in emergency cardiac care to serve as the Emergency Health Care Provider.
- Provided written notice to 911, and/or the community equivalent ambulance dispatch entity, of the availability of AED service at the School District.
- Filed with the Regional Emergency Medical Services Council serving the area a copy of the "Notice of Intent to Provide Public Access Defibrillation".
- Agreed to file a new Collaborative Agreement with the Regional Emergency Medical Services Council if the Emergency Health Care Provider changes.

The School District agrees that it will, or that it has, established the following policies:

- All persons providing PAD shall be certified by the American Red Cross.
- To ensure the rapid arrival of EMS, therefore 911 and/or the community equivalent ambulance dispatch entity will be called immediately when the AED is used. The School District's primary responding ambulance is Erway Ambulance Service.
- To ensure the AED is in a state of readiness at all times, therefore all regular maintenance and checkout procedures of the AED will meet or exceed the manufacturer's recommendations. The unit will be maintained and inspected by the School District's PAD Coordinator.
- To ensure appropriateness in providing PAD, therefore will participate in the required Quality Improvement Program as determined by the Regional Emergency Medical Services Council.



**EXHIBIT B**  
**HORSEHEADS CENTRAL SCHOOL DISTRICT**  
**CONTRACT FOR MEDICAL SERVICES**  
**2011**

2011 Public access defibrillator program - annual	\$ 450.00/year
2012 Public access defibrillator program - annual	\$ 450.00/year
2011 Public access defibrillator program - events	\$ 235.00/hour
2012 Public access defibrillator program - events	\$ 245.00/hour

The School District will be invoiced for yearly services in January; hourly services will be invoiced on a per service basis. Payment is due thirty days from receipt of invoice.

**Checks Payable to: Guthrie Clinic, Ltd.**  
**Attn: Business Office**  
**One Guthrie Square**  
**Sayre, PA 18840**