



G&E
THERAPIES
"Quality, Family Centered Care"

Phone/Fax: 1-877-GandE07 (426-3307)

www.GandETherapies.com

Therapy Services Contract

Agreement, made this 1st day of July 2022 by and between G&E Therapies: Physical, Occupational, Speech Therapy and Psychological Services, PLLC, 236 Burts Rd, Kirkwood NY 13975, d.b.a. and hereinafter referred to as "G&E Therapies" and the Vestal Central School District agree to the following:

1. **Services to be performed:** G&E Therapies will provide Therapy services to designated clients identified by the Vestal Central School District and carry out each client's Therapy Services at the designated location on a contract basis. Services may include, but are not limited to, evaluations, screenings, treatments, and discharges with appropriate documentation. G&E Therapies will provide guidance, supervision, and communication to staff and families responsible for assisting in recommended treatment to promote a smooth transition and carry over of services.

G&E Therapies shall maintain a policy of New York State Professional Liability insurance with minimum coverage of \$1,000,000 each claim and \$3,000,000 aggregate. A copy of each therapy professional's New York State license performing services for the Vestal Central School District will be provided prior to initiation of services. All services will be performed at the agreed upon designated site, on a scheduled basis, with a minimum of disruption of the facilities operation and according to the facility's policies and procedures. It is understood that G&E Therapies and its staff are independent from the Vestal Central School District and are not employees of the Vestal Central School District. As such, G&E Therapies and its staff are responsible for all incidences of self-employment including malpractice, unemployment insurance, worker's compensation, FICA, social security, employee benefits, and disability.

In the event G&E Therapies or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any state/federal program during the term of this agreement, G&E Therapies agrees it will notify the Vestal Central School District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify the Vestal Central School District of the exclusion constitutes a material breach of this agreement and cause for the District to terminate the agreement immediately.

2. **Schedules:** Regular, daily, treatment will be provided by a New York State Licensed Therapist. Staffing will be discussed and agreed upon prior to the initiation of services.
3. **Period of agreement:** This contract shall be effective from **July 1st, 2022 through June 30th, 2023** or until *termination by either party, in writing*. G&E Therapies will be available, to the best of its ability, to provide professional therapy services throughout this period as requested. If the Vestal Central School District or G&E Therapies wishes to terminate the contract, 30 days prior *written* notice must be provided to the other party. Further changes to the contract may be requested in writing and initiated by both parties.
4. **Payment:** In consideration of G&E Therapies rendering services pursuant to this agreement, the Vestal Central School District will pay the rates listed below for therapy services rendered. Therapy services shall include treatment time and paperwork related to the delivery of services. Billing of services rendered will occur monthly with payment expected within 30 days after receipt of invoice.

- Therapy services (Physical, Occupational, and/or Speech Therapy) at the rate of \$69.00/hour

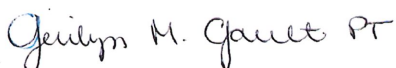
5. **Confidential and Proprietary Information:** It is understood that as a result of this contract, G&E Therapies will be dealing with confidential and proprietary information of both the Vestal Central School District and its clients. G&E Therapies agrees to respect the confidentiality of information regarding the Vestal Central School District and its clients, and agrees not to disclose to anyone directly or indirectly any such information. All G&E staff have been educated in the rules and regulations set forth by HIPAA and FERPA. (G&E Therapies agrees to comply with DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA PURSUANT TO EDUCATION LAW §2-C AND §2-D. See executed rider below).
6. **Non-Discrimination:** It is the policy of G&E Therapies to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, sex (with or without sexual conduct), sexual orientation, age, disability, alienage or citizenship status, marital status, creed, genetic predisposition or carrier status, sexual orientation, status as a victim of domestic violence, familial status, employee's or a dependent's reproductive health decision making including but not limited to, the decision to use or access a particular drug, device or medical service. or any other characteristic protected by law. G&E Therapies prohibits and will not tolerate any such discrimination or harassment.
7. **Non-Compete/Non-Solicitation:** During the term of this Agreement, including all renewal, terms, and for one year after the termination/expiration of this Agreement for any reason, neither Agency nor company shall, directly or indirectly, on its own or through a third party, recruit or attempt to recruit; employ; contract; or assist to hire or contract any employee or contractor of either business under this Agreement. Each business shall not attempt to induce any employee or independent contractor of the other business to terminate his or her relationship with their current business. Both businesses shall not provide the contact information of any employee or independent contractor to any person or entity without the prior written approval of a duly authorized office representative. These provisions shall survive the termination or expiration of this Agreement.
8. **Arbitration:** In case of any dispute arising from the contract, it shall be submitted to binding arbitration under the rules of the American Arbitration Association.
8. **Indemnification:** G&E Therapies shall defend, indemnify and hold harmless the Vestal Central School District, its officers, employees and agents from and against any and all demands, claims, actions, proceedings, liabilities, damages, costs or expenses including without limitation reasonable attorney's fees and court costs and disbursements whenever made and however asserted arising at any time from or relating in any way to: 1) any negligent or intentional act or omission of G&E Therapies or any or its owners, managers, officers, employees, agents, invitees, contractors or subcontractors; and 2) any and all other costs, expenses, attorney's fees and liabilities incurred by the Vestal Central School District in defense of any such claims, demands, actions or proceedings whether the same proceeds to judgment or not. G&E Therapies agrees upon a written request of the Vestal Central School District to defend any action or suit brought against the Vestal Central School District on any claim or demand associated in any way with this Agreement. In the prosecution of any successful lawsuit by the Vestal Central School District for the enforcement of this indemnification provision, G&E Therapies agrees to pay the Vestal Central School District reasonable attorney's fees and any costs of suit incurred therein."

In WITNESS WHEREOF, the parties hereto have executed this agreement the day and year written below.

Board of Education President Signature:

Date:

G&E Therapies:



Gerilyn M. Gault, PT, CEO, Co-Owner
Date: 4/15/2022



Elizabeth C. Finch, PT, CFO, Co-Owner
Date: 4/15/2022

G&E THERAPIES
DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA
PURSUANT TO EDUCATION LAW §2-C AND §2-D

District and Vendor (G&E Therapies) agree as follows:

1. Definitions:

(1) Protected Data means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;

(2) Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);

2. Confidentiality of all Protected Data shall be maintained in accordance with State and Federal Law and the District's Data Security and Privacy Policy;

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms;

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations;

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to Protected Data, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access;

6. Vendor shall:

(1) limit internal access to education records to those individuals that are determined to have legitimate educational interests;

(2) not use the education records for any other purposes than those explicitly authorized in its contract. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to a third party for marketing or commercial purposes;

(3) except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:

(i) without the prior written consent of the parent or eligible student; or

(ii) unless required by statute or court order and the party provides notice of the disclosure to the department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

(4) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

(5) use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;

(6) adopt technology, safeguards and practices that align with NIST Cybersecurity Framework;

(7) impose all the terms of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Data.

Gerilyn M. Gault PT

Gerilyn M. Gault, PT CEO G&E Therapies

G&E Therapies Privacy Officer

April 8, 2022

Elizabeth C. Finch P.T.

Elizabeth C. Finch, PT CFO G&E Therapies

G&E Therapies Security Officer

April 8, 2022

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

G&E Therapies: Physical, Occupational, Speech Therapy and Psychological Services, PLLC
(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
 - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature:

Jeilyn M. Gault PT

Address: 236 Burts Road

City: Kirkwood State: NY Zip: 13795

Telephone: 1-877-426-3307 Date Signed: April 8, 2022 for the 2022-2023 School Year

Please list the School District(s) under contract with on the back of this form.

STATEMENT OF REASSIGNMENT

G&E Therapies: Physical, Occupational, Speech Therapy and Psychological Services, PLLC

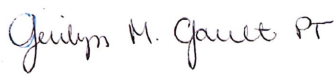
Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to your school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
2. to accept as payment in full the contracted reimbursement rates for covered services,
3. to comply with all the rules and policies as described in your contract with the school district, and
4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Supportive Health Services Program (SSHSP)

April 15, 2022 for the 2022-2023 school year
(Date)


(Outside Contract Service Provider's Signature)

Vestal Central School District

School District under contract with. (List additional ones on back of this form.)