



Mid-Valley Special Education Cooperative

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MEMORANDUM

TO: Mid-Valley Special Education Cooperative Executive Advisory Board

FROM: Marianne Fidishin, PhD, Executive Director

DATE: November 8, 2017

RE: Northwestern Medicine Delnor Health and Fitness Center Contract

The Executive Director recommends approval of the Northwestern Medicine Delnor Health and Fitness Center contract.

Located at the Northwestern Medicine Delnor Health and Fitness Center, 296 Randall Road, Geneva, Illinois, Mid-Valley Special Education Cooperative has been utilizing the pool to provide aquatic physical therapy and fitness to students with complex physical needs for over 10 years. Because water eliminates the effects of gravity on the body, pain and stress on muscles and joints are greatly reduced. As result, students can stretch arms and legs within their full range of motion. While standing in a pool, they can also use the weight of water to help correct problems in gait and balance with less effort than on land.

Students participating in this program attend the aquatic center during the months of October, November, December, March, April and May. Elementary students attend three times per month while high school students attend 2 times per month. The cost is \$7 per student per attendance. This allocation is part of the ABLE program budget line item "Field Trips" showing a FY18 allocation of \$6,000. This allocation addresses all field trip expenditures including aquatic fitness and is a component of the student tuition. Note a charge is incurred only if the student participates, not if there is an absenteeism.

The contract was reviewed and approved by Cooperative attorneys.

Agreement between Delnor Health & Fitness Center and Mid-Valley Special Education Cooperative

Delnor Health & Fitness Center (DHFC) agrees to rent their facility to Mid-Valley Special Education Cooperative (MVSEC) for the sole purpose of providing Aquatic Physical Therapy to their students.

MVSEC will use the DHFC on dates and times which are mutually agreeable to both parties. Dates and times should avoid conflicting with scheduled classes at the DHFC.

A maximum of 12 MVSEC students with adequate staffing are to use the facility at any one time. Parents and/or caregivers may participate as aides when needed. Any increases in staff or students will require mutual agreement. Required paperwork for each child participating in this program will consist of a registration form, signed waiver and signed acknowledgement of DHFC rules and procedures. Required paperwork for each staff member or parent will consist of a signed extended guest waiver.

DHFC will bill MVSEC on a monthly basis. A daily guest fee of \$7.00 will be billed, based on attendance, by DHFC business office, per each child, per each visit. Payment is due to DHFC upon receipt. Attendance will be logged by the MVSEC staff and submitted to the DHFC Aquatic Supervisor.

MVSEC staff will need to provide a copy of appropriate water safety training. A copy of American Red Cross Basic Water Rescue or Lifeguard Training by the American Red Cross or any nationally recognized organization should be submitted to DHFC prior to starting the program. These certifications can be attained at DHFC. In addition, MVSEC staff should be able to provide a copy of a current CPR certification from a nationally recognized training organization.

Clinical expertise will also need to be documented. A copy of staff, PT, PTA or OT license will also be provided by MVSEC.

Proof of current liability, insurance coverage (insurance certificate and proof of workers compensation) for MVSEC and Staff will be provided to DHFC. The limits of this insurance shall be at a minimum of \$1,000,000 per occurrence. Should MVSEC insurance be cancelled, terminated, or not renewed for any reason, immediate notification of such shall be given to DHFC.

It is mutually agreed between DHFC and MVSEC that with respect to the payment of damages from any breach of legal responsibility arising out of the performance of this contract, each party shall only be responsible for payment of that portion of all liability, costs, expenses, settlement or judgment resulting from the negligence or omissions of the party, its officers and employees.

DHFC reserves the right to cancel any agreed upon dates due to special class offerings or pool closure due to maintenance. Barring emergencies, 24 hours notice of cancellation will be given to MVSEC.

The DHFC Aquatic Supervisor (AS) will serve as a contact person for DHFC. DHFC AS will coordinate billing and maintain current records of all certification, licensure, and proof of insurance from MVSEC for use of the DHFC facility.

This agreement shall be effective from the date below and shall remain in full force and effect for an initial term of one (1) year. Thereafter, this agreement may be extended for successive one (1) year periods, subject to the mutual written agreement of the parties. All terms and provisions of this agreement shall continue in full force and effect during the extension period(s), unless otherwise agreed upon in writing by the parties.

This agreement may be terminated without cause by either party serving at least thirty (30) days written notice to the other party. This agreement may be terminated with cause (including, but not limited to lack of liability insurance) upon immediate written notice to the other party.

If any provisions of this agreement shall be deemed to be invalid or unenforceable by a court of appropriate jurisdiction or local, state, or federal law, then such unenforceable or invalid provision shall be deemed to be deleted from this agreement and all remaining provisions of this agreement shall be deemed to be in full force and effect.

No consideration under this agreement or otherwise between the parties is conditioned upon or intended to induce patient referrals. Each party retains the right to refer patients to any person or entity deemed appropriate for their care.

Northwestern Medicine Delnor Health & Fitness Center
By: [Signature]
Title: GROUP EX COORDINATOR
Date: 10/27/17

Mid-Valley Special Education Cooperative
By: [Signature]
Title: PHYSICAL THERAPIST
Date: 10/27/17

