

## RIDER TO SERVICE AGREEMENT

XI-R

RIDER to the School District Agreement ("Agreement") dated as of July 1, 2015, by and between the Malverne Union Free School District No. 12 ("District") and **Harmony Heights** ("Agency").

WHEREAS, the parties have entered into said Agreement for the provision of certain services as identified therein; and

WHEREAS, the Agency is duly certified and/or qualified under the laws of the State of New York and regulations of the Commissioner of Education to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein and in said Agreement, and for other good and valuable considerations, the Agency and the District hereby agree as follows:

1. This Rider is intended to modify the Agreement between the District and the Agency. The contract documents are complementary and what is required by any one shall be as binding as if required by all. However, if any provision of this Rider conflicts with a provision of said Agreement, the provision as set forth in this Rider shall supersede and prevail over said other provision.
2. The Agency agrees to accept the rate of pay established in the Agreement for all services provided per this Agreement and will not request, solicit or accept any additional money from the individual students or their families for the services provided pursuant to this Agreement.
3. If the District determines that any service provider provided by the Agency has failed to provide satisfactory service, the District shall have the right to request a replacement of the service provider upon written notice to the Agency. Upon receipt of such notice, the Agency shall provide a licensed, certified and qualified substitute service provider satisfactory to the District within five (5) business days.
4. The District reserves the right to terminate the Agreement at any time, with or without cause, and shall only remain obligated to pay the Agency for services rendered up to the effective date of termination.
5. The Agency and its employees, agents, subcontractors and/or service providers shall be independent contractors and not employees of the District. Agency and/or its employees, agents and/or service providers shall have the sole and exclusive responsibility for withholding federal, state and local taxes and paying federal social security taxes.
6. The Agency and its employees, agents, subcontractors and/or service providers will not be eligible for any benefits from the District under this Agreement including, but not limited to, social security, New York State workers' compensation, disability insurance, unemployment insurance, New York State Employees' Retirement System, etc.

7. The Agency shall be obligated to maintain general and professional liability insurance of \$1,000,000/\$3,000,000, as well as statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all eligible employees and service providers. Individual service providers shall maintain professional liability insurance of \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the service provider performed under this Agreement. The Agency and its employees, agents, subcontractors and/or service providers will provide the District with documentation of such insurance coverage upon request. If for any reason the Agency or service provider's insurance is changed or cancelled, the Agency and/or service provider shall provide the District with written notice, at least ten (10) days prior to change or cancellation. An applicable Insurance Endorsement, naming the District as an additional insured, shall be submitted by the Agency and its service providers to the District upon execution of this Agreement.
8. Throughout the term of this Agreement the Agency will maintain appropriate operating and business licenses and other credentials as required by law or regulation.
9. All information obtained in connection with the services performed pursuant to the Agreement is deemed confidential information and shall not be used, published, discussed, disclosed or communicated, directly or indirectly, with third parties, except as provided for in the Agreement. In addition, the parties agree that information concerning any District student shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA). The Agency, its service providers, employees and agents shall comply with the District's Parents' Bill of Rights and all of the Supplemental Information set forth in Exhibit A, both of which are attached hereto and incorporated herein by reference.
10. (a) The Agency represents and warrants that neither it nor its service providers, employees or agents are excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Agency or its service providers, employees or agents are excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Agency will notify the District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Agency, the District reserves the right to immediately cease contracting with the Agency.  
  
(b) The Agency further represents and warrants that it will, at a minimum, check monthly both its and its service providers', employees' or agents' eligibility status against: The General Services Administration's Federal Excluded Party List System (or any successor system), The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

(c) In the event an excluded party is discovered the Agency will notify the District in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Agency, the District reserves the right to immediately cease contracting with the Agency.

11. The Agency represents and warrants that it has executed an Agency Agreement Form and a Statement of Reassignment with the New York State Department of Health, and shall submit copies of said documents to the District.
12. It is expressly understood that the Agreement shall not be assigned or transferred without the prior written consent of the other party.
13. This Rider and the Agreement constitutes the entire understanding of the parties and shall supersede any prior or contemporaneous written or oral agreement between the parties regarding the provision of services by the Agency or its employees or agents. The terms of this Agreement may not be altered or waived except by the mutual written consent of both parties.
14. This Agreement shall be governed, interpreted and construed by and in accordance with the laws of the State of New York.

**Harmony Heights**

**Malverne UFSD**

Leen Benson

By:

Date:

6/23/15

\_\_\_\_\_  
By:

President, Board of Education

Date: \_\_\_\_\_

AGREEMENT made this 9th of September 2014

by and between Malverne UFSD

(herein "School District") and Harmony Heights (herein "Private School") located at 60 Walnut Avenue, East Norwich, NY 11732.

WHEREAS, the School District is required by section 4402 (2)(b), of The New York State Education Law to furnish educational facilities for handicapped children;

And WHEREAS, the School District by said aforementioned law is authorize to contract with private schools incorporated by and existing within the State of New York to furnish such educational facilities for handicapped children; and

WHEREAS, the private School is incorporated and existing in the State of New York and has been and is registered with and approved by the Commissioner of Education of the State of New York; and

WHEREAS, the board of education of the School District has found that the Private School is adequate to provide instruction adopted to the mental attainments and physical conditions of the pupils whose names and addresses are listed in Schedule "A", annexed hereto as part hereof.

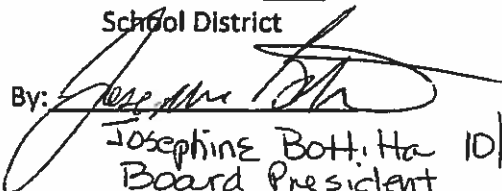
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES  
HEREIN CONTAINED, THE PARTIES HERETO DO HEREBY AGREE AS  
FOLLOWS:

1. The Private School agrees to furnish special classes at its educational facilities for the instruction of pupils residing in the School District who are named in Schedule "A".

2. The term of this Agreement shall extend from 9/1/14 to 6/30/15, but shall be terminable by the School District as to any one or more of the pupils named herein as of the end of any month by notice in writing to the Private School received by it during such month.
3. This is the entire agreement between the parties and the same may not be altered, varied or contradicted except by a similar writing executed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and date first set forth above.

Malverne UFSD  
School District

By:   
Josephine Bott. Ha 10/15/14  
Board President  
Harmony Heights School  
Private School

By:   
Executive Director

SCHEDULE A  
Jillian Daily