

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 19th Day of January, 2022 by and between the Board of Education of the **Malverne** School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 301 Wicks Lane, Malverne, NY 11565 and the Board of Education of the **Hicksville** School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 200 Division Avenue, Hicksville, New York, 11801.

WITNESSETH

WHEREAS, SENDER is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER for the purpose of having PROVIDER provide health and welfare services to children residing in SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER has received a request(s) from said non-public school(s) for the provision of health and welfare services to the aforementioned student(s),

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows.

A. TERM

The term of this Agreement shall be from July 1, 2021 through June 30, 2022 inclusive, unless terminated early as provided for in this Agreement, and/or as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by PROVIDER to SENDER may include, but are not limited to the following
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
 - b. dental prophylaxis,
 - c. vision and hearing screening examinations,
 - d. the taking of medical histories and the administration of health screening tests,
 - e. the maintenance of cumulative health records, and
 - f. the administration of emergency care programs for ill or injured students.
 - It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.
2. The services provided by PROVIDER to SENDER shall be consistent with the services available to students attending public schools within the PROVIDER School District.
3. PROVIDER shall perform all services under this Agreement in accordance with each student's Individualized Education Plan (IEP) if applicable.
4. PROVIDER shall perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
 - The services of a school psychologist and/or a school speech therapist may be rendered on nonpublic parochial school premises only to the extent that such services are diagnostic in nature. To the extent that such services are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic parochial school only on a religiously neutral site.

5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, military status, marital status, or predisposing genetic characteristics.
6. PROVIDER shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. PROVIDER warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rule, regulations and orders.
8. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
9. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
10. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
11. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement may be deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement and/or by law. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement 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) and the Individuals with Disabilities Education Act (IDEA).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$940.07 per eligible pupil for the 2021-2022 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student. PROVIDER shall immediately notify SENDER if a student is no longer receiving the services described herein.
2. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

1. Termination: This Agreement may only be terminated in accordance with applicable Law.
2. Defense / Indemnification:
 - a. PROVIDER agrees to defend, indemnify and hold harmless the SENDER, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - b. SENDER agrees to defend, indemnify and hold harmless the PROVIDER, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SENDER: Superintendent of Schools
Malverne School District
301 Wicks Lane
Malverne, NY 11565

PROVIDER: Marianne Litzman
Superintendent of Schools
Hicksville Public Schools
200 Division Avenue
Hicksville, NY 11801
4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

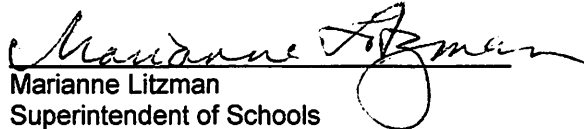
9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties. Furthermore, it is mutually agreed that this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year written above.

Malverne School District

Superintendent of Schools

Hicksville School District


Marianne Litzman
Superintendent of Schools

Malverne School District

President, Board of Education