



CONSULTANT SERVICES CONTRACT

This agreement is entered into this _____ day of _____, by and between Malverne UFSD, herein called the District and MKSA, LLC TIN# 46-4218259 herein called the Consultant.

Whereas the District has need of the professional services of an individual with the particular training, ability, knowledge, experience and/or expertise possessed by the Consultant, the District agrees to pay the Consultant for the performance of said services as per the attached fee schedule. Generally, the services for which the Consultant will be paid will include, but will not be limited to, the following.

Agency will provide services for students per IEP mandate. Provider will follow the Malverne UFSD calendar and provide progress reports, goals and documentation as specified by the school district.

The term of this Agreement shall be from 7/1/22 through 6/30/23 inclusive, unless terminated early as provided for in this agreement. The district may renew this contract up to three years with no change in rates. It is understood that the District is under no obligation to renew this agreement upon its expiration.

In performing the above services, it is understood that:

1. The relationship of parties is that of independent contractor and any and all services performed by Consultant and its employees or agents under this Agreement shall be performed in such capacity. None of the Consultant's employees, consultants or agents shall hold him/herself out as, nor claim to be, an officer or employee of the District, not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the District including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. Consultant shall not have, or hold itself out as having, the authority or power to bind or create liability for the District by its acts or omissions.
2. It is agreed by Consultant and the District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by District on behalf of any Consultant employee, consultant or agent. Said payments are to be made by Consultant in compliance with all federal, state, and local laws, rules or regulations. Consultant agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over Consultant or its relationship with the District. Consultant further agrees to indemnify and hold the District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either party's nonpayment and/or underpayment of any such taxes or payments.
3. The District will submit a Form 1099 at year end to Consultant for a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

4. This contract and any amendments to it will not be effective until approved by the Board of Education.
5. Consultant will provide District with monthly invoices according to the above Agreement in order for District to initiate payment.
6. Consultant shall defend with competent counsel indemnify, and hold harmless the District, including its trustees, directors, officers, employees, representatives and agents with respect to all claims, liabilities, injuries, losses, expenses, and/or damages as a result of, arising from or in connection with its performance and/or non-performance or reasonably assumed under this Agreement including but not limited to reasonable attorneys' fees and litigation expenses.
7. Consultant agrees that it will provide individuals who have the training, skills, experience, knowledge, qualifications, licenses, credentials, and competency to provide services and such individuals are duly certified and/or qualified under applicable federal laws, the laws of the State of New York, the regulations of the Commissioner of Education, and any other applicable law, rule or regulation to provide said services.
8. Consultant shall not disclose the identity of any student or parent/guardian that it comes in contact with while performing services without the written permission of the parents/guardians of the student.
9. Consultant shall not disclose student education records except upon parental consent, upon forms prepared by the District, or as otherwise authorized by FERPA and shall further maintain the confidentiality of all medical, psychological, and student records in compliance with all federal and state laws, rules, or regulations.
10. Consultant agrees to use best efforts to cooperate with the District to have any individual providing services who will have direct contact with students off District property to comply with criminal background and fingerprinting clearance. These efforts may include but are not necessarily limited to completing District paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprint clearance. The District will notify the Consultant if clearance is denied for any individual. Furthermore, any individual providing services on District property must comply with all criminal background and fingerprint clearance identifying the District prior to performing any services. The District shall notify Consultant if clearance is denied for any such individual. Consultant shall be solely responsible for any costs associated with the required background and fingerprint clearance. Consultant shall provide a complete roster of all persons who will be providing services under this Agreement and shall further be responsible for providing updated lists as necessary at the District's request.
11. The District may terminate this Agreement at any time, without cause, by providing seven (7) days written notice to the Consultant. In such an event, the District will only be obligated to pay the Consultant the pro-rata portion of the fee for services actually provided.
12. Consultant may terminate this Agreement at any time, without cause by providing (14) days written notice to the District.

13. All individuals performing services under this Agreement shall be professionally licensed to practice in the State of New York, be competently and adequately trained, and be in good professional standing with the State of New York at all times. Upon request, copies of any such credentials shall be made available to the District by the Consultant. If at any time during this Agreement, the license and/or certification of any individual providing Services is revoked, terminated, suspended or otherwise impaired, Consultant shall prohibit such individual from performing services and immediately notify the District.
14. The Consultant and/or its agents will maintain general and professional liability insurance of \$4,000,000/\$5,000,000. The Consultant will provide the District with documentation of such insurance coverage. The Consultant shall maintain workers' compensation insurance and auto liability insurance of the types and amounts required by law. The Consultant shall name the District as an additional insured on such policies and shall provide the district with a Certificate of Insurance so naming the District. If for any reason the Consultant's insurance is changed or cancelled, the Consultant shall provide the district with written notice, at least ten (10) days prior to change or cancellation.
15. The Consultant will assist the school district with their Billing for Medicaid eligible students by providing all documentation according to Medicaid requirements.

CONSULTANT:

3/1/22

Signature & Date

MKSA, LLC
Firm Name

AnnMarie Vigliotti, MS SDA
Print or Type Name

Executive Director
Title

DISTRICT:

Signature & Date

Title