

MALVERNE UNION FREE SCHOOL DISTRICT
2022-23 PROVIDER AGENCY SERVICES CONTRACT*
2022-2023

Agreement made and entered into and intended to be effective as of the 1st day of July, 2022, by and between Milestones in Home Care Inc. located at 24 Roberts St., Farmingdale, NY 11735, a corporation/limited liability company/partnership/sole proprietor duly authorized to do business in the state of New York ("Agency"), and the MALVERNE UNION FREE SCHOOL DISTRICT, maintaining administrative offices located at 301 Wicks Lane, Malverne, NY 11565 ("District").

Whereas, the Agency is in the business of providing the services of New York State licensed, certified and qualified individuals to supply the related services listed below and the District desires to have the Agency provide such services to children residing within the geographic boundaries of the District and attending District schools;

Now, therefore, in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Agency will provide the District with New York State licensed, certified and qualified Nurses] who will provide services to the students designated by the District for the number of hours per week and for the duration of each day as designed by the District. If asked, the nurse will attend and cooperate with the District at any CPSE/CSE meeting, mediation or impartial hearing as requested by the District and will assist in any administrative tasks as needed.
2. The Agency's Nurses will provide the services required by the District on a weekly basis. Services will be scheduled by the Agency to meet the scheduling needs of the District and the Agency will provide supervision of nurses providing such services. The agency will be compensated at the rate as stated in "Attachment A". Unless otherwise expressly set forth in said Attachment A, there is no minimum per-visit amount for hourly (or part-hourly) rates. This is an all-inclusive fee, and nurses will not be entitled to any medical benefits, liability insurance, workmen's compensation, disability, unemployment, vacation, personal days, sick days or any other employee benefits.
3. In the event that a nurse is absent or unavailable for a scheduled service session for any reason whatsoever, the Agency will not be paid for the scheduled service session and shall agree to provide a nurse to make up the missed appointment, and the Agency will be compensated as stated in "Attachment A" for making up missed sessions.
4. The nurses provided by the Agency shall be independent contractors and not employees of the District. The nurses and the Agency shall have the sole and exclusive responsibility for withholding federal, state and local taxes and paying federal social security taxes.
5. This contract will cover the 12 month period of July 1, 2022 through June 30, 2023. Payments will be made on a monthly basis with payments due within 60 days of the

District's receipt of invoice detailing the dates services were provided, including the total hours, dates that the services were provided, total amount due and, if, on any scheduled occasion services were not actually provided, the reason why (e.g. student absent without 24 hours notice).

6. The Agency agrees to accept the rate of pay established in Attachment A 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.
7. The Agency will work to integrate school-based therapy services, including providing services in the classroom, consultations, group treatments, and, as needed, teacher, staff, and parent in-home services. In-home services to the District will be provided at no extra cost. In addition, the premises of the Agency will be available for treatment and evaluation of students as necessary at no extra cost to the District.
8. The Agency shall provide the services of highly experienced professional nurses. Nurses shall provide maximum benefit to the District in up-to-date treatment services and cost-saving programs.
9. The Agency agrees that, during the term of this agreement and for a period of one year following the termination of this agreement, the Agency will not enter into a separate agreement with any student placed by the District for services outside the District-Agency relationship.
10. The term of this Agreement may not be extended without the mutual written consent of both parties.
11. This Agreement may be cancelled by the District with or without cause at any time. In the event of termination, the Agency will be entitled to be paid for services rendered in accordance with this Agreement up to the effective date of termination.
12. If the District determines that any nurse provided by the Agency has failed to provide satisfactory service, the District shall have the right to request a replacement of the therapist upon written notice to the Agency. Upon receipt of such notice, the Agency shall provide a licensed, certified and qualified substitute therapist satisfactory to the District within five (5) business days.
13. 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.

14. The Agency further agrees that it shall defend, indemnify and hold harmless the District, its administrators, board of education, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding, arising from any act, error, omission, misstatement, misleading statement, neglect or breach of duties by the Agency or any of its officers, directors, agents or employees taken or made in the performance of their obligations undertaken or reasonably assumed with respect to this Agreement.
15. Throughout the term of this agreement the Agency will maintain appropriate operating and business licenses and other credentials as required by law or regulation.
16. 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, or electronic delivery, addressed as follows:

To the District:

Malverne Union Free School District
301 Wicks Lane
Malverne, NY 11565
Attn: Meredyth I. Martini, Director of Special Education
Martini Meredyth (mmartini@malverneschools.org)

To the Agency:

Milestones in Home Care, Inc.
24 Roberts Street
Farmingdale, NY 11735

17. The Agency shall comply with all applicable Federal, State and local statutes, rules and regulations including the Family and Educational Rights and Privacy Act ("FERPA") and the New York State Safe Schools Against Violence in Education ("SAVE") legislation, including fingerprinting and clearance requirements. The Agency and all of its Therapists/Teachers providing services to the District shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.
18. (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.

19. 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.
20. None of the provisions of this Agreement are intended in any way to create or shall be deemed or construed to create any relationship between the District and the Agency other than that of separate legal entities contracting with each other solely for the purposes of affecting the provisions of this Agreement.
21. This 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 therapy services by the Agency or the therapist. The terms of this agreement may not be altered or waived except by the mutual written consent of both parties.
22. This Agreement shall be governed, interpreted and construed by and in accordance with the laws of the State of New York.

Milestones In Home Care, Inc

BOARD OF EDUCATION



By:
President/Managing

Member

By:
President, Board of Education

Date: 7-27-2022

Date: _____

ATTACHMENT A