

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is entered into this first day of July 2021, by and between the Board of Education of the South Huntington Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, NY 11746, and the Board of Education of the MALVERNE UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 301 Wicks Lane, Malverne, NY 11565.

WITNESSETH

WHEREAS, South Huntington Union Free School District is authorized pursuant to Section 912 of the Education Law, to enter into a contract with SENDER for the purpose of having South Huntington UFSD provide health and welfare services for children residing in the Malverne UFSD and attending a non-public school located in the South Huntington Union Free School District,

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

WHEREAS, South Huntington UFSD has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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

1. The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive.
2. South Huntington UFSD warrants that the health and welfare services will be provided by licensed health care providers. South Huntington UFSD further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and State Education Department licensing requirements, if applicable. South Huntington Union Free School District further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules and regulations, including, Section 912 of the Education Law, and the student's IEP, if applicable. South Huntington UFSD shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. South Huntington Union Free School District understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by South Huntington UFSD shall be consistent with the services available to students attending public schools within the South Huntington UFSD; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. Vision and hearing screening examinations,
- c. The taking of medical histories and the administration of health screening tests,
- d. the maintenance of cumulative health records, and
- e. 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.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, Malverne UFSD agrees to pay South Huntington UFSD the sum of **\$849.10** per eligible pupil for the **2022-2023** school year.
6. SENDER shall pay South Huntington UFSD within thirty (30) days of SENDER's receipt of a detailed written invoice from South Huntington UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, South Huntington UFSD shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, South Huntington UFSD shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. South Huntington UFSD 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 nonpublic school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either South Huntington UFSD'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.
11. 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") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is 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. 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 Family Educational Rights and Privacy Act ("FERPA").

13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. 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:

PROVIDER: Superintendent of Schools
South Huntington Union Free School
60 Weston Street, Huntington Station
New York, 11746

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

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. 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.
17. 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.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the

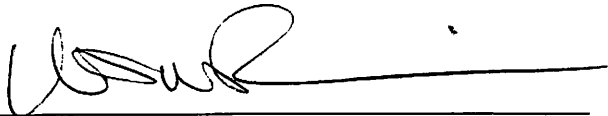
parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

19. 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.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of School for the Malverne UFSD

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

South Huntington Union Free School District

Malverne UFSD



Vito M. D'Elia, Ed.D., Superintendent of Schools
South Huntington Union Free School District

Superintendent of Schools
Malverne UFSD



Nicholas R. Ciappetta, President
Board of Education

President, Board of Education