

## **HEALTH SERVICES AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Board of Education of the Malverne Union Free School District (hereinafter "DISTRICT"), and the Board of Education of the Floral Park-Bellerose Union Free School District (hereinafter "FPBSD").

### **W I T N E S S E T H**

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

WHEREAS, certain elementary school students who are residents of DISTRICT are attending non-public schools located in FPBSD,

WHEREAS, FPBSD 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, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement, and as authorized by law.

**B. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services provided by FPBSD to DISTRICT may include, but are not limited to the following:
  - Medical Services;
  - School Nurse Services;
  - Vision and Hearing Tests;
  - Health Record Forms;
  - First Aid Care;
  - School Psychological Services;
  - School Social Work Services;
  - School Speech Correctionist Services.
- 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) School psychological and speech correction services may be rendered on nonpublic 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 school only on a religiously neutral site. A religiously neutral site may be, but is not limited to, a public school, a mobile unit or some other public location.
  - c) FPBSD agrees to furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school:
    - a. Scales
    - b. Vision and Health Testing
    - c. Devices
    - d. Health Record Forms
    - e. First Aid Supplies
  - d) 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 FPBSD to DISTRICT shall be consistent with the services available to students attending public schools within the FPBSD School District.
  3. FPBSD shall perform all services under this Agreement in accordance with each student's Individualized Education Services Plan (IESP) if applicable.
  4. FPBSD 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.
  5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
  6. FPBSD 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. FPBSD warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York.
  8. FPBSD 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.

9. Both parties agree to provide the State access to all relevant records which the State requires to determine either DISTRICT's or FPBSD'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, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to 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 the Family Educational Rights and Privacy Act (FERPA).

**C. COMPENSATION:**

1. In exchange for the provision of health and welfare services pursuant to this Agreement, DISTRICT agrees to pay FPBSD the sum of \$1,086.59 per eligible pupil for the 2023/2024 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.
2. DISTRICT shall pay FPBSD within thirty (30) days of FLPB's receipt of a written invoice from FPBSD. 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. DISTRICT agrees to defend, indemnify and hold harmless the FPBSD, 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 FPBSD, 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. FPBSD agrees to defend, indemnify and hold harmless DISTRICT, 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 DISTRICT, 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:
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| DISTRICT: | Superintendent of Schools<br>301 Wicks Lane<br>Malverne, New York 11040     |
| FPBSD:    | Superintendent of Schools<br>One Poppy Place<br>Floral Park, New York 11001 |
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.

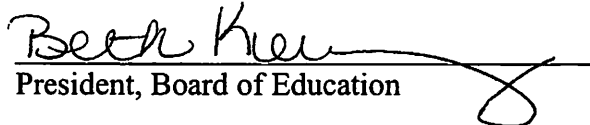
10. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Board of Education for the Floral Park-Bellerose School District.

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

Malverne Union Free School District

Floral Park-Bellerose UFSD

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President, Board of Education

  
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President, Board of Education