

## **HEALTH AND WELFARE SERVICES AGREEMENT**

This Agreement is entered into this **9th day of April, 2024** by and between the Board of Education of the **UNIONDALE UFSD** (hereinafter “**UNIONDALE**”), having its principal place of business for the purpose of this Agreement at **933 Goodrich Street, Uniondale, New York, 11553** and the Board of Education of the **MALVERNE UFSD** (hereinafter “**MALVERNE**”), having its principal place of business for the purpose of this Agreement at **301 Wicks Avenue, Malverne, New York 11565**.

### **WITNESSETH**

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

WHEREAS, certain students who are residents of the **UNIONDALE** attending non-public schools located in **MALVERNE**,

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, 2023 through June 30, 2024** inclusive.
2. **MALVERNE** warrants that the health and welfare services will be provided by licensed health care providers. **MALVERNE** 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 the State Education Department licensing requirements, if applicable. **MALVERNE** 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. **MALVERNE** 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. **MALVERNE** 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 **MALVERNE** shall be consistent with the services available to students attending public schools within **MALVERNE**; and may include, but are not limited to:
  - 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,

19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior of contemporaneous, oral or written: 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 Board of Education of the **UNIONDALE** (district of residence).

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

**MALVERNE UFSD**

**UNIONDALE UFSD**

\_\_\_\_\_  
Signature, President, Board of Education

\_\_\_\_\_  
Signature, Board of Education

Laura Avvinti  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

April 9, 2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date