

## **HEALTH AND WELFARE SERVICES AGREEMENT**

This Agreement is entered into this **14th day of December 2021** by and between the Board of Education of the **NORTH BABYLON UFSD** (hereinafter "**NORTH BABYLON**"), having its principal place of business for the purpose of this Agreement at, **5 Jardine Place, North Babylon, NY 11703** 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, **NORTH BABYLON** 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 **NORTH BABYLON** and attending a non-public school located in **MALVERNE**.

WHEREAS, certain students who are residents of the **NORTH BABYLON** 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, 2021 through June 30, 2022** 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,

- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. 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, **NORTH BABYLON** agrees to pay MALVERNE the sum of **\$704.22 per eligible pupil** for the **2021-2022** school year.
- 6. **NORTH BABYLON** shall pay MALVERNE within thirty (30) days of **NORTH BABYLON**'s receipt of a detailed written invoice from MALVERNE. 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, MALVERNE shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by **NORTH BABYLON** 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, MALVERNE shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by **NORTH BABYLON** shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. MALVERNE 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 non-public school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either **NORTH BABYLON**'s or MALVERNE'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). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

12. 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).
13. 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.
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:

**Board of Education  
Malverne UFSD  
301 Wicks Lane  
Malverne, NY 11565**

**Board of Education  
North Babylon UFSD  
5 Jardine Place  
North Babylon, New York, 11703**

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 provisions(s) eliminated.
18. 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.

19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or 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 **NORTH BABYLON** (district of residence).

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

**MALVERNE UFSD**

**NORTH BABYLON UFSD**

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President, Board of Education

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President, Board of Education

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

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

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Date

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Date