



Federal Tax ID: 11-2669753

## CONTRACT FOR EDUCATIONAL SERVICES

Agreement is hereby made between **MALVERNE UFSD** and Nassau Suffolk Services for the Autistic, Inc. (NSSA)/The Martin C. Barell School (hereinafter referred to as the “SERVICE PROVIDER”) for the delivery of specialized educational services on behalf of students residing in the **MALVERNE UFSD** (hereinafter referred to as the “SCHOOL DISTRICT”), as specified below:

**AGREED:** The term of this agreement shall commence on July 1, 2022 and shall continue through June 30, 2023.

**AGREED:** The services to be provided, and associated fees inclusive of all materials, supervision and staffing, are specified herein:  
Specialized educational services given daily on school days at The Martin C. Barell School. In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the period of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER for each child, the tuition rate set by the New York State Department of Education. If the tuition rates for the school year are not available at the beginning of that school year, the SCHOOL DISTRICT shall pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so the SERVICE PROVIDER will be paid in accordance with the rates applicable to that current school year. Any overpayments will be reimbursed by SERVICE PROVIDER to the SCHOOL DISTRICT

**AGREED:** SERVICE PROVIDER will submit a monthly billing notice and a monthly attendance record to SCHOOL DISTRICT.

**AGREED:** SERVICE PROVIDER will submit student progress reports to the SCHOOL DISTRICT.

**AGREED:** SCHOOL DISTRICT shall tender payment for services rendered upon receipt of said billing notice. Checks shall be made payable to **Nassau Suffolk Services for the Autistic, Inc. (NSSA)**, sent to NSSA, 80 Hauppauge Road, Commack, NY 11725.

**AGREED:** This contract may be terminated by either party upon sixty (60) days prior written notice.

- AGREED:** SERVICE PROVIDER agrees that it will provide individuals who have the training, skills, experience, knowledge, qualifications, licenses, credentials, and competency to provide services and such individuals are duly certified and/or qualified under applicable federal laws, the laws of the State of New York, the regulations of the Commissioner of Education and any other applicable law, rule, regulation to provide said services.
- AGREED:** SERVICE PROVIDER agrees that services rendered under this Agreement will be in compliance with all applicable federal, state or local laws, rules and regulations including, but not limited to applicable regulations of the Commissioner of Education, the Health Insurance Portability and Accountability Act of 1996 and the Family Educational Rights and Privacy Act (“FERPA”)
- AGREED:** SERVICE PROVIDER shall preform services based upon the needs of students and individualized educational plans (“IEP”) as determined by the SCHOOL DISTRICT which reserves the right to adjust service levels during the term of this Agreement based upon students’ needs and IEPs.
- AGREED:** SERVICE PROVIDER agrees to use best efforts to cooperate with the SCHOOL DISTRICT to have any individual providing services who will have direct contact with students only off SCHOOL DISTRICT property to comply with criminal background and fingerprinting clearance that will specifically identify the SCHOOL DISTRICT. These efforts may include but not necessarily limited to completing SCHOOL DISTRICT paperwork and filing such paperwork with an appropriate agency, e.g., BOCES for the purpose of submitting fingerprinting clearance. SCHOOL DISTRICT with notify SERVICE PROVIDER if clearance is denied for any individual. Furthermore, any individual providing services on SCHOOL DISTRICT property must comply with all criminal background and fingerprint clearance identifying the SCHOOL DISTRICT prior to performing any services. SERVICE PROVIDER shall be solely responsible for any costs associated with required background and fingerprinting clearance. SERVICE PROVIDER shall provide a complete roster of all persons who will/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.
- AGREED:** SERVICE PROVIDER shall not disclose the identity of any student or parent/guardian that it comes in contact with while performing services without written permission of the parent/guardians of the student.
- AGREED:** The Relationship of the parties is that of independent contractor and any and all services provided by SERVICE PROVIDER and its employees or agents under this Agreement shall be performed in such capacity. None of the SERVICE PROVIDER employees, consultants, or agents shall hold him/herself out as, nor claim to be, an officer of employee of SCHOOL DISTRICT, not make any

claim, demand or application to or for any right or privilege applicable to an officer or employee of the SCHOOL DISTRICT including, but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. SERVICE PROVIDER shall not have, or hold itself out as having the authority or power to bind or create liability for the SCHOOL DISTRICT by its acts or omissions.

**AGREED:** SERVICE PROVIDER shall defend with competent counsel indemnify, and hold harmless the SCHOOL DISTRICT including its trustees, directors, officers, employees, representatives, and agents with respect with respect to all claims, liabilities, injuries, losses, expenses and/or damages as a result of, arising from or in connection with its performance and/or non-performance or reasonably assumed under this Agreement including but not limited to reasonable attorneys' fees and litigation expenses.

**AGREED:** SERVICE PROVIDER and the SCHOOL DISTRICT that neither federal, state or local income taxes nor payroll taxes of any kind, including but not limited to FICA or FUTA will be withheld or paid by the SCHOOL DISTRICT on behalf of any SERVICE PROVIDER employee, consultant, or agent. Said payments are to be made by the SERVICE PROVIDER in compliance with all federal, state, and local laws, rules or regulations. SERVICE PROVIDER agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment and/or any other payments that may be required under the laws, rules or regulations of any government agency having jurisdiction over SERVICE PROVIDER or its relationship with the SCHOOL DISTRICT. SERVICE PROVIDER further agrees to indemnify and hold the SCHOOL DISTRICT harmless against any claim, cost, penalty, damage or expense (including reasonable attorneys' fees) related to either parties' nonpayment and/or underpayment of such taxes and payments.

**AGREED:** The foregoing shall constitute the agreement between the SCHOOL DISTRICT and SERVICE PROVIDER in its entirety. Any changes, additions or deletions hereto shall require the written agreement of both parties prior to their implementation.

**MALVERNE UNION FREE SCHOOL DISTRICT**

**NASSAU SUFFOLK SERVICES FOR THE AUTISTIC, INC. (NSSA)/THE MARTIN C. BARELL SCHOOL**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Executive Director

DATE: \_\_\_\_\_

DATE 4/13/22