

## **HEALTH AND WELFARE SERVICES AGREEMENT**

Agreement entered as of December 13, 2023, by and between the Board of Education of the Lynbrook Union Free School District (hereinafter "DISTRICT OF LOCATION" or "PROVIDER"), at 111 Atlantic Avenue, Lynbrook, NY 11563, and the Board of Education of the Malverne Union Free School District (hereinafter "DISTRICT OF RESIDENCE"), at 301 Wicks Lane, Malverne, NY 11565.

WHEREAS, DISTRICT OF RESIDENCE is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER for the purpose of having PROVIDER provide health and welfare services to children residing in the DISTRICT OF RESIDENCE and attending a non-public school located in the DISTRICT OF LOCATION; and

WHEREAS, certain students who are residents of the DISTRICT OF RESIDENCE are attending non-public schools located in the DISTRICT OF LOCATION,

WHEREAS, PROVIDER 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 September 1, 2023 through June 30, 2024, inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER 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. PROVIDER 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. PROVIDER 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. PROVIDER 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 PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; 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, DISTRICT OF RESIDENCE agrees to pay PROVIDER the sum of **\$1,056.40** per eligible pupil for the 2023-2024 school year.
- 6. DISTRICT OF RESIDENCE shall pay PROVIDER within thirty (30) days of DISTRICT OF RESIDENCE's receipt of a detailed written invoice from PROVIDER. 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, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by DISTRICT OF RESIDENCE 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, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by DISTRICT OF RESIDENCE shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. PROVIDER 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 PROVIDER's or DISTRICT OF RESIDENCE'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, to the extent 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. 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:

DISTRICT OF RESIDENCE: Malverne Union Free School District  
Attn: Superintendent of Schools  
301 Wicks Lane  
Malverne, NY 11565

PROVIDER: Lynbrook Union Free School District  
Attn: Superintendent of Schools  
111 Atlantic Avenue  
Lynbrook, NY 11563

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 Nassau, 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. PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT OF RESIDENCE, 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 PROVIDER, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement.  
  
DISTRICT OF RESIDENCE agrees to defend, indemnify, and hold harmless the PROVIDER, 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 OF RESIDENCE, its officers, directors, agents, or employees in connection with the performance of services pursuant to this Agreement. The mutual obligations pursuant to this provision shall survive the termination of this Agreement.
20. 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.
21. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
22. 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 Schools for the DISTRICT OF RESIDENCE School District.

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

**DISTRICT OF RESIDENCE:**

Malverne Union Free School District

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Superintendent, Board of Education

Malverne Union Free School District

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President, Board of Education

**PROVIDER/DISTRICT OF LOCATION:**

Lynbrook Union Free School District

  
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Superintendent, Board of Education

Lynbrook Union Free School District

  
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President, Board of Education