

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 15th Day of March, 2023 by and between the Board of Education of the **Malverne** School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at **301 Wicks Lane, Malverne, NY 11565**, and the Board of Education of the **Hicksville** School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 200 Division Avenue, Hicksville, New York, 11801.

WITNESSETH

WHEREAS, SENDER 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 SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER 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, 2022 through June 30, 2023 inclusive, unless terminated early as provided for in this Agreement, and/or as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by PROVIDER to SENDER may include, but are not limited to the following
 - 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.
2. The services provided by PROVIDER to SENDER shall be consistent with the services available to students attending public schools within the PROVIDER School District.
3. PROVIDER shall perform all services under this Agreement in accordance with each student's Individualized Education Plan (IEP) if applicable.
4. PROVIDER 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.

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of **\$1,073.02** per eligible pupil for the 2022-2023 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. PROVIDER shall immediately notify SENDER if a student is no longer receiving the services described herein.
2. SENDER shall pay PROVIDER within thirty (30) days of SENDER'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.

D. MISCELLANEOUS

1. Termination: This Agreement may only be terminated in accordance with applicable Law.
2. Defense / Indemnification:
 - a. PROVIDER agrees to defend, indemnify and hold harmless the SENDER, 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. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - b. SENDER 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 SENDER, 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:

SENDER:	Superintendent of Schools Malverne School District 301 Wicks Lane Malverne, NY 11565
PROVIDER:	Marianne Litzman Superintendent of Schools Hicksville Public Schools 200 Division Avenue Hicksville, NY 11801
4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.