

MANHASSET PUBLIC SCHOOLS
CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in duplicate this **4th of May, 2023**, by and between the Board of Education of **Malverne UFSD**, Town(s) (City) of **Hempstead**, County of **Nassau**, New York party of the first part, and the Board of Education of the Manhasset Union Free School District, Town of North Hempstead, County of Nassau, New York, party of the second part ("MANHASSET").

WITNESSETH that, whereas the party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending non-public schools in the Manhasset Union Free School District, Town of North Hempstead, County of Nassau, New York to begin on **9/1/2022** and to end on **6/23/2023**.

NOW, therefore, the said party of the first part hereby agrees to pay Manhasset the sum of **\$1,324.34** per child for health and welfare services to be provided under Section 912 to child(ren) residing within the boundaries of **Malverne UFSD**, Town(s)(City) of **Hempstead**, County of **Nassau**, New York, and attending non-public schools in said Manhasset Union Free School District, Town of North Hempstead, County of Nassau, New York.

And MANHASSET hereby agrees with the party of the first part as follows:

1. The health and welfare services provided by MANHASSET shall be consistent with the services available to students attending public schools within the Manhasset Union Free 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.

**School psychological and speech correction services may be rendered on nonpublic school premises only to the extent that these services are diagnostic in nature. To the extent that these services are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic school only at a religiously neutral site.*

2. MANHASSET will also furnish the following equipment where necessary to provide the services pursuant to this Agreement if requested by the authorities in charge of the non-public school, to the extent such items are not provided by the nonpublic school:

- a. Supplies and equipment for use by physician, school nurse-teacher, nurse-aides, psychologist, and speech correctionist (e.g., scales, vision and hearing testing devices, health record forms, first-aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services.)

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It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

The party of the first part shall pay MANHASSET within thirty (30) days of receipt of a detailed written invoice from MANHASSET. Said invoice shall specify the services provided, dates the services were provided and the total amount due for the period specified.

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.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until it is approved by the Boards of Education of each of the parties to this Agreement, at duly convened respective board meetings.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until it is approved by the Superintendent of Schools of **Malverne UFSD**

In Witness Whereof, the parties have hereunto set their hands the day and year above written.
(Party of the first part)

Sign: _____ Date: _____
Trustee or President of **Malverne UFSD** Board of Education
301 Wicks Lane , Malverne, NY, 11565

Sign: _____ Date: _____
Superintendent of **Malverne UFSD**
301 Wicks Lane , Malverne, NY, 11565

(Party of the second part)

Sign: Patricia Aitken Date: 05/04/23
President of **Manhasset Union Free School District** Board of Education *MC*
200 Memorial Place, Manhasset, NY 11030

Approval of Superintendent of Schools

I have reviewed this student health and welfare services agreement and have approved the same.

Sign: [Signature] Date: 05/04/2023
Superintendent of **Manhasset Union Free School District**
200 Memorial Place, Manhasset, NY 11030
