



ACCESS 7  
EDUCATIONAL SERVICES

**Creating a Positively Positive Experience in Special Education**

**THIS AGREEMENT** made between **ACCESS 7 SERVICES, INC.**, located at 6080 Jericho Turnpike, Suite 200, Commack, New York 11725, hereafter referred to as the "Service Provider" and **MALVERNE UNION FREE SCHOOL DISTRICT** having its principal place of business at District Offices, 75 Ocean Avenue, in the town of Malverne, New York 11565 in Nassau County, hereafter referred to as the "District."

**WHEREAS**, the District is authorized by law to contract for the provision of related services for its students with handicapping conditions; and

**WHEREAS**, the Service Provider is in the business of providing placement services of licensed and qualified Therapists within a variety of Special Education professions, including but not limited to Occupational Therapy, Physical Therapy, Speech-Language Pathology, Applied Behavioral Analysis, Social Work, Psychology, Reading and Special Education Instruction, Tutors, and Consulting;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERMS OF AGREEMENT**: This Agreement shall be in effect for the term July 1, 2023, through June 30, 2024, unless earlier terminated as set forth herein.
2. **SCOPE OF SERVICES**: Therapists placed hereunder shall provide services for those students covered by the terms of this Agreement based on Individualized Education Plans (IEPs) or other Special Education Programs provided to Service Provider by the District. Therapists placed by Service Provider hereunder shall be subject to the approval of the district, which approval shall not be unreasonably withheld. District shall have the right to add or remove a student from service at any time during the school year.
3. **INDEPENDENT CONTRACTOR STATUS OF THERAPISTS**: Service Provider's function is to provide placement services of Therapists who shall be free to exercise their own professional discretion as to the means and manner in which these services shall be made in accordance with currently approved methods and practices of their own profession. The relationship of any Therapist placed under this Agreement to both District and Service Provider shall be that of an Independent Contractor. Neither Service Provider nor the district shall be responsible for any withholding taxes, social security, Medicare, worker's compensation, health or disability benefits, unemployment, or employee benefit of any kind of any Therapist hereunder.

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4. **REFERRAL FEE:** District shall not enter into separate agreement with any Therapist referred to by or working through the Service Provider to the District hereunder for the duration of his/her agreement and for a period of two years thereafter. Should the district enter into such an agreement, the District shall pay to Service Provider a referral fee of Five Thousand Dollars (\$5,000). The Service Provider and District agree that the fee set forth herein is reasonable and not a penalty, based on all the facts and circumstances at the time of entering this Agreement, and with due regard to future expectations.
5. **BILLING & PAYMENT:** Service Provider will submit invoices for services rendered by Therapists hereunder on a monthly basis, and payment to Service Provider shall be made within thirty (30) days from receipt of invoice from Service Provider. If payment is not received within thirty (30) days from receipt of invoice, a late fee of 1.5 percent per month will be charged. Invoices submitted will be in a form required by District, and include, at a minimum, time and attendance sheets, dates of services rendered, and fees on a per student basis. Should a student individually or in a group be absent or unable to attend a session, and reasonable notice is given to the related services provider, then the school district shall not be responsible for payment of the fee(s) associated with such services. Reasonable notice shall mean notice given to provider at any time before said provider has begun to travel to deliver said service from whatever prior location. Otherwise, where no such notice is given of the student's absence, the fee charged to the school district shall be that as provided in the fee schedule contained in paragraph 20 of this agreement.
6. **SAVE LEGISLATION:** Service Provider understands and agrees it is responsible for complying with all applicable Federal, State and Local laws and regulations, including the New York State Safe Schools Against Violence in Education (SAVE) legislation, including, but not limited to, fingerprinting clearance of all Therapists.
7. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, or disability.
8. **MEDICAL PRESCRIPTIONS:** Where applicable, District shall obtain all medical prescriptions from the student's parents/guardians referred to Service Provider and shall forward copies of said prescriptions to Service Provider on a timely basis.
9. **DISTRICT RULES & REGULATIONS:** It is understood and agreed that while on school grounds, Service Provider, its Independent Contractors and/or agents will obey District rules and regulations and will follow all reasonable directives of District's administrators and employees. Service Provider will furnish each individual providing service hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to District.

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10. **CONFIDENTIALITY**: The District agrees to keep all information contained within this contract confidential and shall not disclose the contents thereof with Service Provider personnel or contractors, except as otherwise required by law.
11. **HIPAA**: 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
12. **INDEMNIFICATION & HOLD HARMLESS PROVISION**: Each party agrees that it shall defend, indemnify and hold harmless the other party, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties taken or made with respect to this Agreement.
13. **INSURANCE**: Service Provider, at its sole expense, shall procure and maintain such policies of comprehensive general liability as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Service Provider in connection with the performance of Service Provider's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) in the event of injury or death to one person, and Three Million Dollars (\$3,000,000) in the event of injury or death to more than one person as the result of the same incident, Service Provider will provide District with a copy of said policy upon the execution of this Agreement.
14. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State of New York.
15. **SEVERABILITY**: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places and circumstances shall remain in full force and effect.
16. **NO PRIOR AGREEMENTS**: This Agreement constitutes the full and complete Agreement between Service Provider and District, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

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17. **AMENDMENT**: This Agreement may be amended only in writing and signed by the parties.
18. **DEFAULT & TERMINATION**: Either party may terminate the Agreement for the convenience and without cause, upon 30 days written notice to the other party, except that the referral fee and related provisions provided for above shall survive the termination of this contract.
19. **SUCCESSORS & ASSIGNS**: It is expressly understood that this Agreement shall not be assigned without prior written consent of the other party.
20. **RATES**: Rates for each professional service provider shall be as follows:

**SEE ATTACHED**

**\*Group Sessions:** Group rate is on a per student basis, with a minimum of 2 students per group. The service provider will bill the district at the Individual rate in the event the minimum number of 2 is not otherwise possible given caseload availability and/or similarity of need as required under Federal and NYS laws and regulations.

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**Presenter Services:** The Presenter(s) will conduct a workshop in accordance with the terms described in a separate document agreed upon by and between the service Provider and the District and said document will be incorporated by reference into this agreement. The Presenter will provide to the District at least 3 (three) days prior to the event materials to be used in conjunction with his/her presentation, including photocopies and handouts which will be reproduced by the District in sufficient quantity with respect to the number of anticipated attendees.

**Independent Contractor Status of Presenters:** The relationship of any Presenter placed under this Agreement to both District and Service Provider shall be that of an Independent Contractor. Neither Service Provider nor the District shall be responsible for any withholding taxes, social security, Medicare, worker's compensation, health or disability benefits, unemployment, or employee benefits of any kind of Therapist hereunder.

**Cancellation:** Either party may cancel this event on three days' written or verbal notice to the other party without penalty.

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED AND SIGNED BY:**

**MALVERNE UNION FREE  
SCHOOL DISTRICT**

**ACCESS 7 SERVICES, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_  
By: Joana DiStefano, President

Date: \_\_\_\_\_

Date:  \_\_\_\_\_  
Date: 3/23/2023