

## AGREEMENT FOR SERVICES

**AGREEMENT** this 7th day of November, 2022 by and between the Ballston Spa Central School District, hereinafter referred to as “District”, with its principal business address at 70 Malta Avenue, Ballston Spa, New York 12020 and Dr. Clifford Passen, M.D., with a business address at 23 Brigham Road, Greenfield Center, NY 12833, hereinafter referred to as “Contractor.” District and Contractor may hereinafter be collectively referred to as “the Parties.”

**WHEREAS**, District desires to obtain certain services and activities from Contractor and Contractor wishes to provide such services and activities; and,

**WHEREAS**, the parties have discussed and agreed on the following terms and conditions for such Agreement,

### **IT IS THEREFORE AGREED:**

**1. Qualifications**

Contractor is qualified and if required, licensed and/or certified, to provide the services required by this Agreement and will maintain such qualifications during the term of this Agreement.

**2. Term**

The Contractor is hereby retained by District as an independent contractor. The terms of this agreement shall begin November 8, 2022 and end June 30, 2023.

**3. Services**

Contractor shall provide the following services and work (hereinafter “Work”) described as follows:

See Attachment A

**4. Schedule**

Contractor will coordinate the schedule to meet the District’s needs. Such work may be required during particular hours, on particular days or in a particular location, in order to complete the assignment. The Contractor shall work with the District so as to coordinate any work to be performed so as to minimize the disruption to District staff and students.

**5. Fees and Charges**

Contractor’s fees will be \$3,500 for each Comprehensive Psychiatric Evaluation.

**6. Independent Contractor**

Contractor is an independent contractor and not an employee of District. The Contractor is not entitled to any benefit plan afforded to the employees of District, Worker’s Compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of District. District will provide Contractor with Internal Revenue Service Form 1099. Contractor is responsible for payment of taxes due for payments under this Agreement.

**7. Payment**

Payment pursuant to this Agreement is dependent upon the satisfactory completion of work, faithful compliance with the Agreement, acceptance of the Work by District, and periodic submission of invoice(s) describing work performed.

**8. Record Confidentiality**

The Contractor shall observe and require the observance by all subcontractors and/or employees of all applicable Federal and New York State requirements relating to the confidentiality of records and information provided to the Contractor by the District, including but not limited to, student records. See Attachment B.

## **AGREEMENT FOR SERVICES**

### **9. Record Ownership**

All records generated by the Contractor as a result of rendering services under this Agreement shall be the property of the District and maintained in District files. The Contractor may maintain duplicate records for its purpose consistent with confidentiality requirements.

### **10. Assignment**

The Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and its obligations there under without the prior written consent of the District.

### **11. Indemnification**

The Contractor shall defend, indemnify and save harmless the District, its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents.

### **12. Insurance**

The Contractor agrees to procure and maintain, at no additional expense to the School District, general liability insurance (including application to any claims of professional liability) in the amount of \$1,000,000 and workmen's' compensation insurance in accordance with New York State Law. The Contractor further agrees that, prior to commencing any work under this Agreement, it shall furnish a certificate of insurance to the School District showing that the requirements of this provision are satisfied and naming the School District as an additional insured on the liability insurance. The liability insurance shall further provide that it may not be changed or canceled without thirty (30) days prior written notice to the School District.

### **13. Non-Discrimination Clause**

The Contractor agrees that neither it, nor any of its subcontractors, shall violate any Federal or New York State laws regarding discrimination in employment.

### **14. Termination**

This Agreement shall terminate upon submission by the Contractor of the product and services described above in a form and manner satisfactory to the District or upon mutual agreement. The Parties reserve the right to terminate this Agreement upon failure by either party to meet the terms and conditions set forth herein. The District has the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice.

### **15. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the law of the State of New York.

**AGREEMENT FOR SERVICES**

**IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.**

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

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

\_\_\_\_\_  
Contractor Name (Printed)

By: \_\_\_\_\_  
Ballston Spa Central School District

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

\_\_\_\_\_  
Name (Printed)

## AGREEMENT FOR SERVICES

### **Attachment A**

The Contractor shall provide the following services for the District:

**Comprehensive Psychiatric Evaluation:** A Comprehensive Psychiatric Evaluation should include relevant background and prior evaluation review; in addition to information related to your professional observation of the student and assessment as they relate to the student's needs.

Information should be obtained from both formal assessment as well as informal sources, including from the student, parent and school district staff related to the student's current levels of performance.

## AGREEMENT FOR SERVICES

### **Attachment B**

The Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any District data shall comply with New York State Education Law §2-d. In fulfillment of that Law, the following plan shall be in place for this agreement.

#### Data Security and Privacy Plan

The Contractor shall:

1. Limit internal access to education records to those individuals that are determined to have legitimate educational interests.
2. Not use the education records for any other purposes than those explicitly authorized in this agreement.
3. Except for authorized representatives of the Contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:
  - (i) Without the prior written consent of the parent or eligible student; or
  - (ii) Unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
4. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody.
5. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
6. Ensure that any of its officers or employees and/or assignees who have access to student, teacher, or principal data have received or will receive training on the federal and State law governing confidentiality of such data prior to receiving access.
7. Ensure that personally identifiable information shall not be sold or used for marketing purposes.
8. Use “best practice” and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
9. Notify the District of any breach of security resulting in an unauthorized release of such data by it or its subcontractors and/or assignees in violation of applicable State or federal law, the Bill of Rights, the data privacy and security policies of the District, and/or its obligations under this Agreement relating to data privacy and security in the most expedient way possible and without unreasonable delay.

**AGREEMENT FOR SERVICES**

- 10. Promptly reimburse the District for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of data by the Contractor, its subcontractors, and/or assignees.
- 11. Ensure that the subcontractors, persons or entities that the Contractor will share the student data or teacher or principal data with, if any, will abide by contractual obligations with respect to teacher, student and/or principal data set forth herein, including, but not limited to, the data protection and security requirements.
- 12. In the event this Agreement expires, is not renewed or is terminated, the Contractor shall return all District data in its possession by secure transmission.

Incorporated into this Agreement is the District’s Parents Bill of Rights as shown below:

**Parents’ Bill of Rights for Data Privacy and Security**

In accordance with New York State Education Law Section 2-d, the Ballston Spa Central School District sets forth the following Parents’ Bill of Rights for Data Privacy and Security. This Bill of Rights is subject to change based on regulations of the Commissioner of Education. Changes or additions are also anticipated as the State Education Department releases further guidance documents.

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes;
- (2) In accordance with Section 2-d and FERPA, parents have the right to inspect and review the complete contents of their child's education record;
- (3) State and federal laws protect the confidentiality of personally identifiable information, and the District safeguards that information with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection;
- (4) The New York State Education Department collects student data from school districts for authorized uses. A complete list of all student data elements collected by New York State is available for public review at:  
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or  
parents may obtain a copy of this list by writing to: Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
- (5) Parents have the right to submit complaints about possible breaches of student data. Complaints or questions should be directed in writing to: Records Access Officer, Ballston Spa Central School District, 70 Malta Avenue, Ballston Spa, NY 12020.

By: \_\_\_\_\_  
Contractor Signature

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

\_\_\_\_\_  
Contractor Name (Printed)