REGULAR MEETING OF THE BOARD OF EDUCATION

MARCH 25, 2026

5:30 P.M. – REGULAR MEETING*

***It is anticipated that the Board of Education will entertain a motion to enter into Executive Session for approximately two hours.**

7:30 P.M. – RECONVENE REGULAR MEETING

MANOR SCHOOL

AGENDA

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADMINISTRATIVE REPORT
   - A. Ex-Officio Student Board Member report
   - B. Administrative report dated March 20, 2026
4. PRESENTATIONS
   - A. Student Athletic Recognitions
   - B. Budget Session #3 – Anticipated Revenues and Expenditures
5. BUDGET TRANSFERS
   1. As indicated in the Board's documentation
6. Personnel Actions
   1. Instructional Personnel Actions dated March 25, 2026
   2. Non-Instructional Personnel Actions dated March 25, 2026

7. CPSE/CSE Recommendations

1. Recommend acceptance of the determinations of the Special Education Committee Meetings of:

School Year 2025-2026:
11/18/25, 1/8/26, 2/11/26, 2/27/26, 3/2/26, 3/5/26.

2. Recommend acceptance of the determinations of the Preschool Special Education Committee Meetings of:

School Year 2025-2026:
2/25/26, 3/4/26.

8. RESIDENT'S COMMENTS

In keeping with its philosophy of open communication and informed decision making, the BOE welcomes input from the community. However, it is important to note that while the BOE meets in public, it is not a meeting of the public. Respectful input and behavior by each member of the community is appropriate and expected at all times and should observe the following rules at BOE meetings:

The BOE will listen to comments and input from the public. Debate between members of the audience and/or Board members is inappropriate and will not be permitted.

The Board is not permitted to address personnel or individual student matters in public. No person shall present orally, or discuss at any BOE meeting, charges, or complaints against individual employees, directly or indirectly.

The speaker shall identify themselves and confirm their residency as Seaford within the Seaford School District.

The normal time limit allotted for individual speakers shall be three minutes. The BOE may, in its discretion, decrease or increase the time allotted for individual speakers. To allow for public participation, a period not to exceed 30 minutes shall be set aside as a specific agenda item during each regular and special BOE meeting. The period may be extended by a majority vote of the BOE. (Taken from Seaford Board of Education Policy #2350)

9. CORRESPONDENCE

10. NEW BUSINESS

A. Contracts

1. Recommend the Board of Education approve a related services agreement between Seaford UFSD and The Hagedorn Little Village School for the 2026-2027 school year and authorize the Board President to sign this agreement.

2. Recommend the Board of Education approve a related services agreement between Seaford UFSD and Corinthian Therapy Management Services, Inc. for the 2026-2027 school year and authorize the Board President to sign this agreement.

3. Recommend the Board of Education approve an academic tutoring services agreement between Seaford UFSD and Corinthian Therapy Management Services, Inc. for the 2026-2027 school year and authorize the Board President to sign this agreement.

4. Recommend the Board of Education approve a related services agreement between Seaford UFSD and Blue Sea Educational Consulting, Inc. for the 2026-2027 school year and authorize the Board President to sign this agreement.

5. Recommend the Board of Education approve a academic tutoring services agreement between Seaford UFSD and Blue Sea Educational Consulting, Inc. for the 2026-2027 school year and authorize the Board President to sign this agreement.

6. Recommend the Board of Education approve a health and welfare services agreement between Seaford UFSD and the Plainedge Union Free School District for the 2025-2026 school year and authorize the Board President and the Superintendent of Schools to sign this agreement.

7. Recommend the Board of Education approve an addendum to an agreement between Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC and the Seaford School District for the 2025-2026 school year and authorize the Board President to execute said agreement on its behalf.

8. Recommend the Board of Education approve an addendum to an agreement between Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC and the Seaford School District for the 2026-2027 school year and authorize the Board President to execute said agreement on its behalf.

9. RECOMMEND ENTERING INTO AN AGREEMENT BETWEEN SEAFORD UNION FREE SCHOOL DISTRICT AND BOARD OF COOPERATIVE EDUCATIONAL SERVICES (PROJECT# 2M-993909 DATED) TO FIND THAT:

   1. the use of the Musical Instruments and the District's participation in the Arts in Education project is essential to the District's proper, efficient and economic operation of its education program to be supported by the Musical instruments, and is necessary to maintain the District's educational program; and that
   2. the expenses arising under this Agreement constitute expenses necessary for providing educational services and the transaction is in the best financial interests of the School District because it enables the District to utilize the Musical Instruments in a cost effective and economic manner.

   AND TO APPROVE AN ASSIGNMENT OF CO-SER AGREEMENT BETWEEN THE SEAFORD UNION FREE SCHOOL DISTRICT AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY ARISING UNDER THE AGREEMENT FOR ARTS IN EDUCATION PROJECT# 2M-99309 TO PURCHASE MUSICAL INSTRUMENTS at:

Destination Building **Name**	Building • Full **Address 1** line
Seaford Senior High	1575 Seamans Neck Rd.; Seaford, NY 1783

AND TO AUTHORIZE THE BOARD PRESIDENT TO SIGN THE APPROPRIATE ASSIGNMENT AND SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO EFFECT THE TRANSACTION SUBJECT TO LEGAL COUNSEL REVIEW.

10. Recommend the Board of Education approve a revocable permit agreement for non-commercial use of university facilities between Seaford UFSD and the State University of New York at Maritime College for March 21, 2026, and authorize the Board President to sign this agreement.

11. Recommend the Board of Education approve an agreement for re-evaluations and psychosocial evaluations between Eden II School for Autistic Children, Inc., and the Seaford Union Free School District for the 2025-2026 school year and authorize the Board President to execute said agreement on its behalf.

B. Donations

1. Recommend the Board of Education accept a donation from Mr. Joe Polite of a loveseat for use in the activity room at the Middle School.

2. Recommend the Board of Education accept a donation from Donors Choose of a snacks for the Robotics Club and the Drama Club/Stage Crew at the Middle School.

C. Obsolete Items

1. Recommend the Board of Education approve the disposal request on March 24, 2026, of a broken refrigerator at the Seaford Harbor School.

D. Field Trips

1. Recommend the Board of Education approve the High School's field trip request for a student to attend the NYSSEF ISEF Round 2 Competition at the New York Hall of Science in Corona, NY on March 30, 2026.

E. Resolutions

1. **RESOLUTION FOR SELECTION OF HONEYWELL FOR PURPOSES OF CONDUCTING A COMPREHENSIVE ENERGY AUDIT.**

WHEREAS, the Seaford Union Free School District ("District") requested proposals from energy services companies/energy performance contractors ("ESCOs") for the "District-Wide Implementation of Energy Conservation Measures on a Performance Contracting Basis at the Seaford Union Free School District, RFP#: EPC-01 (the "Energy Project") on January 15, 2026 (the "RFP"); and

WHEREAS, the District received proposals from ESCOs for the installation of energy conservation measures from prospective ESCOs in response to the Energy Project RFP on February 26, 2026; and

WHEREAS, the District Administrators and the District's Engineer for the Energy Project, Energia, reviewed and evaluated the proposals submitted by the ESCOs in connection with the Energy Project; and

WHEREAS, based upon said review and evaluation of the proposals, the District Administrators and Energia recommend that the Board of Education authorize Honeywell to conduct a Comprehensive Energy Audit in accordance with the RFP issued by the District at no cost to the District; and

WHEREAS, based upon said recommendation, the Board of Education has determined that it is in the best interest of the District to appoint Honeywell as its energy performance contractor for the purpose of conducting a Comprehensive Energy Audit.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby appoints Honeywell as the District's Energy Performance Contractor for the purpose of conducting a Comprehensive Energy Audit at Honeywell's sole cost and expense to determine the feasibility of entering into an energy performance contract with the District.

2. **WHEREAS**, the Board of Education of the Seaford School District 2M-993909 desires to enter into a 4 year contract with the Nassau BOCES in order for the Regional Information Center to furnish certain services to the District pursuant to Education Law 1950(4)(jj), those services being: 403 Musical Instruments.

NOW, THEREFORE, it is

RESOLVED, that the Board of Education of the Seaford School District agrees to enter into a contract with the Nassau BOCES for the provision of said services to the District not to exceed $100,129.44 which is inclusive of related estimated borrowing fees. plus yearly Regional Information Center support during the term of this contract, finalized by the Superintendent, subject to the approval of the Commissioner of Education, for a period from 6-1-2026 to 5-31- 2030.

11. MISCELLANEOUS DISCUSSION ITEMS

12. CLOSING COMMENTS BY THE BOARD AND ADMINISTRATION

13. ADJOURNMENT

SEAFORD UNION FREE SCHOOL DISTRICT
Seaford, New York

TO: Dr. Adele V. Pecora
FROM: Dr. Sheena R. Jacob
DATE: March 25, 2026
SUBJECT: Instructional Personnel Actions

KEY:				
	P-1:	Position Abolition	P-5:	Terminations
	P-2:	Position Creation	P-6:	Tenure Appointments
	P-3:	Resignations	P-7:	Appointments
	P-4:	Leaves	P-8:	Other

A. INSTRUCTIONAL:

P-1: POSITION ABOLITION: No Recommended Actions

P-2: POSITION CREATION: No Recommended Actions

P-3: RESIGNATIONS:

1. **JULIANNE O'BRIEN**
   Position: Permanent Substitute Teacher
   Assignment: District
   Effective Date: March 20, 2026
   Reason: Resignation

P-4: LEAVES:

1. **SAMANTHA WIMMER**
   Position: Secondary Teacher - Special Education
   Assignment: Seaford High School
   Effective Date: May 21, 2026
   Sick Leave: May 21, 2026 - September 23, 2026
   Leave without Pay: September 24, 2026 - November 6, 2026
   Expiration Date: November 6, 2026
   FMLA: May 21, 2026 - October 13, 2026
   Reason: Child Care Leave

2. **JENNA AMMON**
   Position: Secondary Teacher
   Assignment: Seaford High School
   Effective Date: June 24, 2026
   Sick Leave: June 24, 2026 - September 16, 2026 (using remaining 16 days)
   Leave without Pay: September 17, 2026 - January 22, 2027
   Expiration Date: January 22, 2027
   FMLA: June 24, 2026 - November 16, 2026
   Reason: Child Care Leave

P-5: TERMINATIONS: No Recommended Actions

P-6: TENURE APPOINTMENTS: No Recommended Actions

P-7: APPOINTMENTS: * Subject to the successful completion of pre-employment screening

1. **ANGELA FIEDERLEIN**

Position:	Per Diem Substitute
Type of Appointment:	Substitute
Assignment:	District
Certification:	Nursery, Kindergarten and Grades 1-6 Permanent
Effective Date:	March 26, 2026
Salary:	$125 per day
Reason:	To Meet District Needs

P-8: OTHER:

a) Recommend the Board of Education approve the following teachers for Seaford High School Regents, FLACS, AP Academies, and Project Lead The Way. The hourly stipend as per UTS contract.

Algebra	3 hours	Derek Ng
Algebra	1 hour	Christine Urso
Algebra	1 hour	Marie Savage
Geometry	5 hours	Jessica Delguercio
Geometry	5 hours	Steve Roveto
Algebra 2	2 hours	Kevin Nichols
Algebra 2	1.5 hours	Christine Urso
Algebra 2	1.5 hours	Marie Savage
Living Environment	5 hours	Alexis Charles
Earth Science	5 hours	Kristen Reid
Physics	5 hours	Champ LaRocca
Chemistry	2.5 hours	Lilly Alaimo
Chemistry	2.5 hours	Rosalie Franz
Global History	5 hours	Marissa Greeberg
US History	2.5 hours	Mike Sheedy
US History	2.5 hours	Marissa Greenberg
SSC English	5 hours	Mike Wimmer
SSC Global History 10	2.5 hours	Mike Sheedy
SSC Global History 10	2.5 hours	Marissa Greengerg
SSC US History	2.5 hours	Marissa Greenberg
SSC US History	2.5 hours	Mike Sheedy
SSC Earth Science	5 hours	Kristen Reid
SSC Math	5 hours	Jennifer Capellini
Spanish FLACS	4 hours	Robert Maloney
Spanish FLACS	1 hour	Trish Foley
French FLACS	5 hours	Ina Ionescu
AP Spanish	2.5 hours	Diana Arichabala
AP Spanish	2.5 hours	Trish Foley
AP French	5 hours	Ina Ionescu
AP Research	1.5 hours	Mike Sheedy
AP Research	1.5 hours	Tania Cintorino
AP Seminar	5 hours	John Panus
AP Language/Composition	1 hour	Kimberly Flood
AP Language/Composition	4 hours	Tania Cintorino
AP Literature	5 hours	Christine Lindquist
AP Psychology	5 hours	Thomas Fioriglio
AP US History	5 hours	Lisa Ferrari
AP World History	5 hours	Lindsay Hill
AP Environmental Science	5 hours	Caitlyn Wigand
AP Physics	5 hours	Champ La Rocca
AP Chemistry	5 hours	Edward Kent
AP Biology	5 hours	James Scourtos
AP Calculus AB	5 hours	Kevin Nichols
AP Calculus BC	5 hours	Kevin O'Reilly
AP Statistics	5 hours	Kevin O'Reilly
AP Computer Science Principles	5 hours	Lauren Thompsen
AP Art	5 hours	Curtis Tripoli
AP Music Theory	5 hours	Chris Coniglio

AP Macroeconomics	5 hours	Theresa Karp
AP Government	5 hours	Scott Gilbert
Human Body Systems	5 hours	James Scourtos

b) Recommend the Board of Education approve the following teachers for Seaford Middle School Regents and FLACS, Academies. The hourly stipend as per UTS contract.

Spanish FLACS A	2 hours	Danyi Hamilton
Spanish FLACS A	2 hours	Melanie Levy-Roberts
Spanish FLACS A	1 hour	Mayra Meyers
French	5 hours	Jenna Lubicich
Algebra	2 hours	Thomas Moran
Algebra	3 hours	Laurie Schutz
Biology	5 hours	Mike Sciacchitano

c) Recommend the Board of Education approve a sixth period teaching assignment for the 2025 - 2026 school year for the following teachers at Seaford High School as of April 13, 2026.

Mike Wimmer	.2	Special Education ICT Teacher Geometry Period 3
Jennifer Capellini	.2	Special Education ICT Teacher Geometry Period 5

d) Recommend the Board of Education rescind the following teachers for Cafeteria Duty for the Seaford High School for the 2025-2026 school year as of March 31, 2026.

Mike Wimmer
Jennifer Capellini

e) Recommend the Board of Education approve the appointment of the following volunteer coach for the High School sports for the 2025 - 2026 school year as of March 26, 2026.

Sofia Sanchez	Softball

f) Recommend the Board of Education extend the expiration date of Katherine Germanakos' Child Care Leave of absence from June 26, 2026, to June 25, 2027, as approved at the August 6, 2025, Board of Education meeting.

g) Recommend the Board of Education amend the dates of Nicole Culella's Medical Leave of absence as approved at the March 11, 2026, Board of Education Meeting:

NICOLE CULELLA	**ORIGINAL DATES**	**REVISED DATES**
Position:	Executive Director for STEM and Instructional Technology K-12	Executive Director for STEM and Instructional Technology K-12
Assignment:	Central Administration	Central Administration
Effective Date:	March 9. 2026	March 9. 2026
Sick Leave:	March 9, 2026 - March 20, 2026	March 9, 2026 – March 24, 2026
Leave without Pay:	N/A	N/A
Expiration Date:	March 20, 2026	March 24, 2026
FMLA:	March 9, 2026 - June 5, 2026	March 9, 2026 - June 5, 2026
Reason:	Medical Leave	Medical Leave

SEAFORD UNION FREE SCHOOL DISTRICT
Seaford, New York

TO: Dr. Adele V. Pecora
FROM: Dr. Sheena R. Jacob
DATE: March 25, 2026
SUBJECT: Non-Instructional Personnel Actions

KEY:				
	P-1:	Position Abolition	P-5:	Terminations
	P-2:	Position Creation	P-6:	Appointments
	P-3:	Retirements	P-7:	Leaves
	P-4:	Resignations	P-8:	Other

B. NON-INSTRUCTIONAL:

P-1: POSITION ABOLITION: No Recommended Actions

P-2: POSITION CREATION: No Recommended Actions

P-3: RETIREMENTS: No Recommended Actions

P-4: RESIGNATIONS:

1. **MEGHAN WESOLOWSKI**
   Position: Registered School Nurse – Part Time
   Civil Service Title: Registered School Nurse – Part Time
   Location: District
   Effective Date: March 31, 2026

P-5: TERMINATIONS: No Recommended Actions

P-6: APPOINTMENTS: **(*)** ALL employee appointments are subject to approval by the Nassau County Civil Service Commission.

(*) 1. **DANYELLA HERNANDEZ**
   Position: Registered School Nurse
   Civil Service Title: Registered School Nurse
   Type of Appointment: Probationary
   Location: District
   Salary: $63,404 (prorated)
   Reason: To Meet District Needs
   Effective Date: April 13, 2026

(*) 2. **DOUGLAS YOUNG**
   Position: Custodian
   Civil Service Title: Custodian
   Type of Appointment: Probationary
   Location: Seaford Harbor School
   Salary: $58,899 (prorated)
   Reason: To Meet District Needs
   Effective Date: March 30, 2026

(*) 3. **DAVID AMMIRATA**
   Position: Cleaner - Part Time - Substitute
   Civil Service Title: Cleaner - Part Time - Substitute
   Type of Appointment: Substitute
   Location: District
   Salary: $17.00 (prorated)
   Reason: To Meet District Needs
   Effective Date: April 13, 2026

P-7: LEAVES: No Recommended Actions

P-8: OTHER:

a) Recommend the Board of Education amend the expiration date for Kim D'Onofrio-Ruden's medical leave of absence from March 17, 2026, to April 14, 2026, as approved at the February 25, 2026, Board of Education meeting.

SEAFORD UNION FREE SCHOOL DISTRICT
Pupil Personnel Services

To: Dr. Adele V. Pecora, Superintendent of Schools

From: Mary Catherine Culella-Sun, Executive Director for Student Support Services

Date: March 16, 2026

Re: Recommendations to the Board of Education: ***Committee on Special Education (CSE)***

Enclosed please find the recommended placements for students determined to have a disability resulting from the following Committee on Special Education (CSE) meetings:

School Year 2025-2026:
11/18/25, 1/8/26, 2/11/26, 2/27/26, 3/2/26, 3/5/26.

Please return one copy of the recommendations attached to confirm that they have been approved by the Board of Education. Thank you for your assistance in this matter.

SEAFORD UNION FREE SCHOOL DISTRICT

Pupil Personnel Services

To: Dr. Adele V. Pecora, Superintendent of Schools

From: Mary Catherine Culella-Sun, Executive Director for Student Support Services

Date: March 16, 2026

Re: Recommendations to the Board of Education: ***Committee on Preschool Special Education (CPSE)***

Enclosed please find the recommended placements for students determined to have a disability resulting from the following Committee on Preschool Special Education (CPSE) meetings:

School Year 2025-2026:
2/25/26, 3/4/26.

Please return one copy of the recommendations attached to confirm that they have been approved by the Board of Education. Thank you for your assistance in this matter.

AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 1600 Washington Avenue, Seaford, New York 11783, and THE HAGEDORN LITTLE VILLAGE SCHOOL (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 750 Hicksville Road, Seaford, New York 11783.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for providing related services; and

WHEREAS, SERVICE PROVIDER is in the business of providing related services; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide related services to designated students pursuant to the Individualized Education Program(s) ("IEP") developed for the student(s) by the CSE; and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") and/or the 504 accommodation plan of each student serviced by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such students with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide services to SCHOOL DISTRICT.

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2026 to June 30, 2027, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:

   a. **Occupational Therapy**

   b. **Speech/Language Therapy**

   c. **Physical Therapy**

   d. **Evaluations (including written report)**

e. **ABA Services as follows:**

i. **Consultation Services** based on student IEPs. Consultations shall include, but not be limited to, the following areas:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Curriculum Modification;
5. Material Modification;
6. Evaluations;
7. Staff Development; and
8. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the model for these services to classroom staff and to initiate the model's implementation, making adjustments where necessary. SERVICE PROVIDER shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

ii. **Home Program Services** as determined by CSE. Such services shall include, but not be limited to, the areas of:

1. Discrete Trial Teaching;
2. Independent Living Skills;
3. Implementation of Behavior Plans;
4. Incidental Teaching Situations;
5. Verbal Behavior Techniques;
6. Generalization Programming; and
7. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide complete and accurate program data as required by the program and to implement the program as modified by the Supervisor. SERVICE PROVIDER's role shall not include the modification of programs. In addition, all home services require the presence of a parent or guardian at the time of service implementation. Such services shall not be provided without the presence of such individuals.

iii. **Supervision of Home Staff** provided by a certified special education teacher specializing in ABA as designated by the CSE. Supervisory visits shall include, but not be limited to:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Activities of Daily Living Protocols;
5. Discrete Trial teaching program creation and modification;
6. Curriculum Modification;
7. Material Modification;

8. Evaluations;
9. Teaching parents how to implement programs; and
10. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the models for these services to the home program families and staff, initiate the model's implementation, and make adjustments where necessary. SERVICE PROVIDER's shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

iv. **Parent Training Services** for families provided by a certified special education teacher or certified social worker specializing in Autism Spectrum Disorders when requested by CSE. These parental training services, include, but shall not be limited to:

1. Activities of Daily Living Protocols;
2. Social Skill Protocols;
3. Generalization Skills; and
4. Behavior Protocols.

f. SERVICE PROVIDER shall provide the services above during the school year for those students covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the students, and in accordance with the Commissioner's Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

i. The completion of progress reports regarding student achievement of objectives as per report card schedules;

ii. Provide the Committee on Special Education ("CSE") with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;

iii. Complete evaluations as per the request of the Director of Special Education on an as needed basis.

g. SCHOOL DISTRICT reserves the right to monitor and or evaluate the services provided by SERVICE PROVIDER by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection and review and any other applicable means. Services must be appropriate, allowable and consistent with SCHOOL DISTRICT funding source requirements and guidelines.

h. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with classroom teachers of such students and/or at the direction of the CSE.

i. All services shall be provided in strict compliance with the student's IEP.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the rates set forth in Appendix A.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any student covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.

b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education ("SAVE") legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. During the term of the within Agreement, if SERVICE PROVIDER is notified of a change in the individual's clearance status, SERVICE PROVIDER shall promptly notify SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department or whose clearance status has changed, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the student(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.

13. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each student's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the student(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the student's progress as may be required by SCHOOL DISTRICT.

14. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

15. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

16. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. **STUDENT PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.

19. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

20. **TERMINATION:**

a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.

b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

21. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),

- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and

- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

22. CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS:

a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its 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. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law § 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information (hereinafter referred to as "PII") from education records, and it shall:

i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;

ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;

iii. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of education records in its custody; and

iv. 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 and the National Institute of Standards and Technology Cyber Security Framework Version 2.0.

c. SERVICE PROVIDER has no property or licensing rights or claims of ownership to PII, and SERVICE PROVIDER must not use PII for any purpose other than to provide the services set forth in the Agreement. Neither the services provided nor the manner in which such services are provided shall violate New York law.

d. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

e. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law § 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:

   i. the exclusive purposes for which the student data will be used;

   ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;

   iii. that student data will be returned or destroyed upon expiration of the Agreement;

   iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and

   v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

f. Upon request by SCHOOL DISTRICT, SERVICE PROVIDER shall provide SCHOOL DISTRICT with copies of its policies and related procedures that pertain to the protection of PII and may be made available in a form that does not violate SERVICE PROVIDER's own information security policies, confidentiality obligations, and

applicable laws. In addition, SERVICE PROVIDER may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, SCHOOL DISTRICT's policies applicable to SERVICE PROVIDER, and alignment with the NIST Cybersecurity Framework performed by an independent third party at SERVICE PROVIDER's expense, and provide the audit report to SCHOOL DISTRICT. SERVICE PROVIDER may provide SCHOOL DISTRICT with a recent industry standard independent audit report on SERVICE PROVIDER's privacy and security practices as an alternative to undergoing an audit.

g. The following requirements apply if SERVICE PROVIDER will use subcontractors that have access to PII in the course of providing the services:

   i. SERVICE PROVIDER shall only disclose PII to SERVICE PROVIDER's employees and subcontractors who need to know the PII in order to provide the services and the disclosure of PII shall be limited to the extent necessary to provide such services. SERVICE PROVIDER shall ensure that all such employees and subcontractors comply with the terms of this provision.

   ii. SERVICE PROVIDER must ensure that each subcontractor performing functions pursuant to the Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this provision.

   iii. SERVICE PROVIDER shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this provision, SERVICE PROVIDER shall notify SCHOOL DISTRICT and remove such subcontractor's access to PII and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this provision. In the event there is an incident in which the subcontractor compromises PII, SERVICE PROVIDER shall follow the data breach reporting requirements set forth herein.

   iv. SERVICE PROVIDER shall take full responsibility for the acts and omissions of its employees and subcontractors.

   v. SERVICE PROVIDER must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and SERVICE PROVIDER makes a reasonable effort to notify SCHOOL DISTRICT of the court order or subpoena in advance of compliance but in any case, provides notice to SCHOOL DISTRICT no later than the time the PII is disclosed, unless such disclosure to SCHOOL DISTRICT is expressly prohibited by the statute, court order or subpoena.

h. SERVICE PROVIDER shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

i. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. Notifications required pursuant to this section must be in writing, given by personal delivery, or by registered or certified mail, and must, to the extent available, include, (1) a description of the breach which includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of SERVICE PROVIDER's investigation, and (4) the contact information for representatives who can assist SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

j. SERVICE PROVIDER agrees that it will cooperate with SCHOOL DISTRICT and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of SERVICE PROVIDER or its authorized users, as related to such investigations, will be the sole responsibility of SERVICE PROVIDER if such breach is attributable to SERVICE PROVIDER or its subcontractors.

k. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of $5,000 or up to $20 per student, teacher, and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

l. Except as set forth in paragraph (k) above, in the event SERVICE PROVIDER violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to $1,000. A second violation involving the same data shall be punishable by a civil penalty of up to $5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to $10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

m. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

n. The following procedure shall take place upon the termination of the Agreement:

    i. SERVICE PROVIDER agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage

medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing services to SCHOOL DISTRICT, unless such retention is either expressly authorized for a prescribed period by the Agreement or other written agreement between the parties, or expressly requested by SCHOOL DISTRICT for purposes of facilitating the transfer of PII to SCHOOL DISTRICT or expressly required by law. As applicable, upon expiration or termination of the Agreement, SERVICE PROVIDER shall transfer PII, in a format agreed to by the parties to SCHOOL DISTRICT.

ii. If applicable, once the transfer of PII has been accomplished in accordance with SCHOOL DISTRICT's written election to do so, SERVICE PROVIDER agrees to return or destroy all PII when the purpose that necessitated its receipt by SERVICE PROVIDER has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of SERVICE PROVIDER in a secure data center and/or cloud-based facilities that remain in the possession of SERVICE PROVIDER or its subcontractors, SERVICE PROVIDER shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

iii. SERVICE PROVIDER shall provide SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by SERVICE PROVIDER or its subcontractors.

iv. To the extent that SERVICE PROVIDER and/or its subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

o. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

23. **HIPAA AND FERPA ACKNOWLEDGMENT:** 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 and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

24. **HIPAA COMPLIANCE:**

a. **Definitions:** Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR 164.501.

i. Business Associate. "Business Associate" shall mean SCHOOL DISTRICT.

ii. Covered Entity. "Covered Entity" shall mean SERVICE PROVIDER.

iii. De-identify/De-identified. "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual.

iv. Designated Record Set. "Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record maintained by or for a health plan.

v. Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.

vi. Disclosing Party. "Disclosing Party" means the party that is disclosing information to another party pursuant to this Agreement.

vii. HHS. "HHS" shall mean the United States Department of Health and Human Services.

viii. HIPAA. "HIPAA" shall mean Title II, subtitle F ("Administrative Simplification") of the Health and Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 (Aug. 21, 1996), enacting Sections 1171-1179 of the Social Security Act, as well as implementing regulations adopted by HHS pursuant to HIPAA.

ix. Identifying Characteristic. Includes, but is not limited to, all of the following, as well as any other unique information: name, address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; medical record number; Medicaid and Medicare numbers health plan beneficiary number; account number; certificate/license number; serial number of a vehicle or other device; internet URL; internet protocol ("IP") address, biometric identifiers, including voice prints and photographic images.

x. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).

xi. Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).

xii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160(A)(E) and 45 CFR 164(A)(E).

xiii. Protected Health Information. "Protected Health Information" or "PHI" means any information which identifies or could reasonably be believed to identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not de-identified with respect to any individual who is the subject of the information, limited to the information created or received by Business Associate from or on behalf Covered Entity.

xiv. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

xv. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

xvi. Treatment, Payment and Healthcare Operations. "Treatment, Payment and Healthcare Operations" shall have the same meaning as in 45 CFR 164.501.

xvii. Use. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of information within the Contractor organization.

b. **Obligations of SCHOOL DISTRICT:**

i. SCHOOL DISTRICT agrees to disclose PHI to SERVICE PROVIDER upon its own volition, upon SERVICE PROVIDER's request, or upon the request of a third party if such disclosure is permissible by law, so that SERVICE

PROVIDER may provide the agreed to services to or on behalf of SCHOOL DISTRICT, unless SCHOOL DISTRICT otherwise objects to the disclosure, or SERVICE PROVIDER is no longer providing the services to SCHOOL DISTRICT.

ii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees contractors and agents do not use PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, 45 CFR 160 and 45 CFR 164 ("Privacy Standards") if used by SERVICE PROVIDER, except that SCHOOL DISTRICT may use PHI (a) for SCHOOL DISTRICT's proper management and administrative services, or (b) to carry out the legal responsibilities of SCHOOL DISTRICT.

iii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Privacy Standards if disclosed by SERVICE PROVIDER, except that SCHOOL DISTRICT may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent SCHOOL DISTRICT discloses PHI to a third party, SCHOOL DISTRICT must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as Required by Law or for the purposes for which it was disclosed to such third party; and (b) an agreement for such third party to immediately notify SCHOOL DISTRICT of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

iv. SCHOOL DISTRICT agrees that it will implement the necessary safeguards required by law to prevent the use of disclosure of PHI.

v. SCHOOL DISTRICT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by SCHOOL DISTRICT, its officers, directors, employees, contractors, or agents, or by a third party to which SCHOOL DISTRICT disclosed PHI pursuant to paragraph "4" above, (i) report any such disclosure to SERVICE PROVIDER and (ii) mitigate to the extent practicable any harmful effect that is known to SCHOOL DISTRICT or a use or disclosure of PHI by SCHOOL DISTRICT in violation of the requirements of this Agreement.

vi. In the event that SCHOOL DISTRICT shall enter into an Agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER, SCHOOL DISTRICT agrees to include in the terms and provisions of such Agreement that such Agreement or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to SCHOOL DISTRICT pursuant to this Agreement with respect to such PHI.

vii. Within ten (10) days of a request by a Practice for access to PHI about an individual contained in a Designated Record Set, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. Any denials of access to the PHI requested shall be the responsibility of SERVICE PROVIDER.

viii. Within ten (10) days of receipt of a request from SERVICE PROVIDER for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), SCHOOL DISTRICT shall provide such information to SERVICE PROVIDER for amendment and incorporate any such amendments in the PHI as required.

ix. Within ten (10) days of notice by SERVICE PROVIDER to SCHOOL DISTRICT that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such information as is in SCHOOL DISTRICT's possession that SERVICE PROVIDER is required to provide in such an accounting. At a minimum, SCHOOL DISTRICT shall provide SERVICE PROVIDER with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, disclosed; and (c) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that the request for an accounting is delivered directly to SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. It shall be SERVICE PROVIDER's responsibility to prepare and deliver any such accounting requested. SCHOOL DISTRICT hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this paragraph.

x. SCHOOL DISTRICT hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER available to the Secretary of the Department of Health and Human Services for purposes of determining SERVICE PROVIDER's and SCHOOL DISTRICT's compliance with the Privacy Standards.

c. **Obligations of SERVICE PROVIDER:**

i. SERVICE PROVIDER agrees to maintain the confidentiality of any PHI provided to it by SCHOOL DISTRICT in accordance with all applicable Federal, State, and local laws, rules and regulations in addition to the following. Nothing in this provision shall be construed as limiting or

prohibiting SERVICE PROVIDER from releasing PHI regarding the student treated to the student and/or the student's guardian.

ii. SERVICE PROVIDER represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by the SCHOOL DISTRICT.

iii. SERVICE PROVIDER represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, it will do so only in an amount that is the minimum necessary and only to the minimum number of individuals necessary to obtain the purpose of the services being rendered to or on behalf of SCHOOL DISTRICT.

iv. SERVICE PROVIDER agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing, or information contains any combination of data elements that might allow the deduction of the individual's identity without first obtaining written authorization from SCHOOL DISTRICT.

v. SERVICE PROVIDER shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that it provides to SCHOOL DISTRICT from using or accessing the PHI.

vi. SERVICE PROVIDER may use the PHI as necessary for the proper management and administration of SERVICE PROVIDER and or permitted by law to carry out its legal responsibilities, if: (a) disclosure is required by law.

vii. SERVICE PROVIDER shall not request SCHOOL DISTRICT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SERVICE PROVIDER.

d. **Relationship to Individuals Who Are Subject of Information:**

i. SERVICE PROVIDER agrees that SCHOOL DISTRICT and the applicable individual retain all ownership rights to the PHI and SERVICE PROVIDER does not obtain any right, title or interest to the PHI furnished by SCHOOL DISTRICT, except as SERVICE PROVIDER is required to maintain records in accordance with the laws and standards that govern its profession.

ii. SERVICE PROVIDER agrees to comply with all lawful requests of individuals, who are subjects of the PHI, to permit access to inspect and obtain a copy of

the PHI about the individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.

iii. SERVICE PROVIDER agrees to make PHI available for amendment and to incorporate any amendments or corrections to an individual's PHI upon request by SCHOOL DISTRICT in accordance with applicable law.

iv. SERVICE PROVIDER agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.

e. **Request for Information:** SERVICE PROVIDER agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount necessary to achieve the purpose for which the request is being made. In addition, SERVICE PROVIDER agrees to make its internal practices, books, records and information related to the use and disclosure of information available to the Department of Health and Human Services for review, upon request of the Secretary of that Department, to the extent that such is required by law.

f. **Chain of Trust:** If any information is transmitted electronically between SERVICE PROVIDER and SCHOOL DISTRICT, the parties agree to electronically exchange information and to protect the transmitted information as required by HIPAA. The parties acknowledge that they are required to, and depend upon each other to maintain the integrity and confidentiality of the transmitted information.

25. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, members of the Board of Education, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, 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.

26. **INSURANCE:**

a. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

b. The policy naming SCHOOL DISTRICT as an additional insured shall:

i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.

ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees, and volunteers with a waiver of subrogation in favor of SCHOOL DISTRICT for all coverages including Workers' Compensation.

c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.

e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

g. Required Insurance:

i. **Commercial General Liability Insurance:**
$1,000,000 per Occurrence/$2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Sexual Misconduct and Assault
$100,000 Fire Damage
$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

ii. **Automobile Liability (if applicable):**
$1,000,000 combined single limit for owned, hired, borrowed, and non-owned motor vehicles.

iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law § 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

iv. **Professional Errors and Omissions Insurance:**
$2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

v. **Umbrella/Excess Insurance:**
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT. SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any or all rights held by SCHOOL DISTRICT.

i. If SERVICE PROVIDER utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

27. NOTICES: Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Notice shall be delivered or mailed to:

The Hagedorn Little Village School
750 Hicksville Road
Seaford, New York 11783

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Executive Director for Student Support Services

28. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

29. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, 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 their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

30. **GOVERNING LAW:** 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.

31. **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.

32. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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.

33. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

34. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this

Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

35. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

36. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

37. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

38. **COUNTERPARTS/ELECTRONIC SIGNATURE:** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SEAFORD UNION FREE SCHOOL DISTRICT

Date: _____ By: _____

THE HAGEDORN LITTLE VILLAGE SCHOOL

Date: 2/26/26 By: _____

Appendix A

The Hagedorn Little Village School

2026-2027 Rates

SERVICE	RATE
Occupational & Physical Therapy - Individual	$62.00 per 30 minute session $90.00 per 45 minute session $124.00 per 60 minute session $260.00 per evaluation*
Speech Therapy – Individual	$62.00 per 30 minute session $90.00 per 45 minute session $124.00 per 60 minute session $260.00 per evaluation*
Psychological Counseling Services	$94.00 per 30 minute session $141.00 per 45 minute session $188.00 per 60 minute session
Parent Training	$100.00 per 45 minute session $120.00 per 60 minute session
ABA Services *Includes ABA Teacher, Behavior Intervention Services, Consultant Teacher Services and Extended School Hours*	$105.00 per 60 minute session $210.00 per 120 minute session
Special Education Teacher *Includes Consultant Teacher Services [Non-ABA] and Resource Room*	$69.00 per 45 minute session $100.00 per 60 minute session

EVALUATIONS*	
SERVICE	**RATE**
ADOS Evaluation	$1,000.00 per evaluation

EVALUATIONS*	
SERVICE	**RATE**
Audiological Evaluation	$260.00 per evaluation
Educational Evaluation	$260.00 per evaluation
Psychological Evaluation	$500.00 per evaluation

*Including written report

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783

Parents' Bill of Rights for Data Privacy and Security

The Seaford Union Free School District is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes. A student's data cannot be shared with an unauthorized person.

2. Parents have the right to inspect and review the contents of their child's education record from their school. Parents' have the right to see the records within forty-five (45) days and dispute any inaccuracies.

3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.

4. A complete list of all student data elements collected by the State Education Department is available for public review at: https://www.nysed.gov/data-privacy-security/student-data-inventory, or by writing to the Office of Information & Reporting Services, New York State Education Department, 89 Washington Avenue, Room 863 EBA, Albany, NY 12234.

5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Adele Pecora, Superintendent of Schools, 1600 Washington Avenue, Seaford, New York 11783. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors may be submitted to NYSED at https://www.nysed.gov/data-privacy-security/parents-and-students-file-privacy-complaint, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Room 152 EB, Albany, NY 12234, or email to privacy@nysed.gov or by telephone at (518) 474-0937.

6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.

8. Parents may access the State Education Department's Parents' Bill of Rights at: https://www.nysed.gov/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights

Acknowledged by: _____ The Hagedorn Little Village School _____ 2/26/26

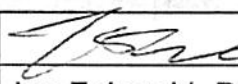
Organization Date

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

As per the Agreement between the undersigned and the School District, this information must be completed by the Service Provider within ten (10) days of execution of the Agreement.

Name of Provider:	The Hagedorn Little Village School
Description of the purpose(s) for which Provider will receive/access PII:	Tuition / 611-619 Agreements
Type of PII that Provider will receive/access:	Check all that apply: ■ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: 7/1/2026 Contract End Date: 6/30/2027
Subcontractor Written Agreement Requirement:	Provider will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by State and Federal laws and regulations, and the Contract. (check applicable option) ☐ Provider will not utilize subcontractors. ■ Provider will utilize subcontractors.
Data Transition and Secure Destruction:	Upon expiration or termination of the Contract, Provider shall: • Securely transfer data to the School District, or a successor provider at the School District's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy:	Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting the School District. If a correction to data is deemed necessary, the School District will notify Provider. Provider agrees to facilitate such corrections within 21 days of receiving the School District's written request.

Secure Storage and Data Security:	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ■ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution. ☐ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: See Attachment #1
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	
[Printed Name]	Jon Feingold, Ph.D.
[Title]	Executive Director
Date:	2/26/26

AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 1600 Washington Avenue, Seaford, New York 11783, and CORINTHIAN THERAPY MANAGEMENT SERVICES, INC. (hereinafter referred to as the "SERVICE PROVIDER") as the party of the second part, having its principal place of business for purposes of this Agreement at 1225 Franklin Avenue, Suite 325, Garden City, New York 11530.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for providing related services; and

WHEREAS, SERVICE PROVIDER is in the business of providing related services; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide related services to designated students pursuant to the Individualized Education Program(s) ("IEP") developed for the student(s) by the CSE; and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") and/or the 504 accommodation plan of each student serviced by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such students with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide services to SCHOOL DISTRICT.

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2026 to June 30, 2027, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:

   a. **Occupational Therapy**

   b. **Speech/Language Therapy**

   c. **Physical Therapy**

   d. **Evaluations (including written report)**

e. **ABA Services as follows:**

i. **Consultation Services** based on student IEPs. Consultations shall include, but not be limited to, the following areas:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Curriculum Modification;
5. Material Modification;
6. Evaluations;
7. Staff Development; and
8. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the model for these services to classroom staff and to initiate the model's implementation, making adjustments where necessary. SERVICE PROVIDER shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

ii. **Home Program Services** as determined by CSE. Such services shall include, but not be limited to, the areas of:

1. Discrete Trial Teaching;
2. Independent Living Skills;
3. Implementation of Behavior Plans;
4. Incidental Teaching Situations;
5. Verbal Behavior Techniques;
6. Generalization Programming; and
7. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide complete and accurate program data as required by the program and to implement the program as modified by the Supervisor. SERVICE PROVIDER's role shall not include the modification of programs. In addition, all home services require the presence of a parent or guardian at the time of service implementation. Such services shall not be provided without the presence of such individuals.

iii. **Supervision of Home Staff** provided by a certified special education teacher specializing in ABA as designated by the CSE. Supervisory visits shall include, but not be limited to:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Activities of Daily Living Protocols;
5. Discrete Trial teaching program creation and modification;
6. Curriculum Modification;
7. Material Modification;

8. Evaluations;
9. Teaching parents how to implement programs; and
10. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the models for these services to the home program families and staff, initiate the model's implementation, and make adjustments where necessary. SERVICE PROVIDER's shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

iv. **Parent Training Services** for families provided by a certified special education teacher or certified social worker specializing in Autism Spectrum Disorders when requested by CSE. These parental training services, include, but shall not be limited to:

1. Activities of Daily Living Protocols;
2. Social Skill Protocols;
3. Generalization Skills; and
4. Behavior Protocols.

f. SERVICE PROVIDER shall provide the services above during the school year for those students covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the students, and in accordance with the Commissioner's Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

i. The completion of progress reports regarding student achievement of objectives as per report card schedules;

ii. Provide the Committee on Special Education ("CSE") with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;

iii. Complete evaluations as per the request of the Director of Special Education on an as needed basis.

g. SCHOOL DISTRICT reserves the right to monitor and or evaluate the services provided by SERVICE PROVIDER by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection and review and any other applicable means. Services must be appropriate, allowable and consistent with SCHOOL DISTRICT funding source requirements and guidelines.

h. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with classroom teachers of such students and/or at the direction of the CSE.

i. All services shall be provided in strict compliance with the student's IEP.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the rates set forth in Appendix A.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees and independent contractors of SERVICE PROVIDER shall be deemed employees or independent contractors of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any student covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.

b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be performed pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly approved and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education ("SAVE") legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. During the term of the within Agreement, if SERVICE PROVIDER is notified of a change in the individual's clearance status, SERVICE PROVIDER shall promptly notify SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department or whose clearance status has changed, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the student(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.

13. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each student's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the student(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, *i.e.*, January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the student's progress as may be required by SCHOOL DISTRICT.

14. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

15. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

16. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. **STUDENT PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.

19. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

20. **TERMINATION:**

a. This Agreement may be terminated by either party upon seven (7) days' written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.

b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

21. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),

- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and

- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

22. **CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS:**

a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its 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. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law § 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information (hereinafter referred to as "PII") from education records, and it shall:

i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;

ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;

iii. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of education records in its custody; and

iv. 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 and the National Institute of Standards and Technology Cyber Security Framework Version 2.0.

c. SERVICE PROVIDER has no property or licensing rights or claims of ownership to PII, and SERVICE PROVIDER must not use PII for any purpose other than to provide the services set forth in the Agreement. Neither the services provided nor the manner in which such services are provided shall violate New York law.

d. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

e. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law § 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:

   i. the exclusive purposes for which the student data will be used;

   ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;

   iii. that student data will be returned or destroyed upon expiration of the Agreement;

   iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and

   v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

f. Upon request by SCHOOL DISTRICT, SERVICE PROVIDER shall provide SCHOOL DISTRICT with copies of its policies and related procedures that pertain to the protection of PII and may be made available in a form that does not violate SERVICE PROVIDER's own information security policies, confidentiality obligations, and

applicable laws. In addition, SERVICE PROVIDER may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, SCHOOL DISTRICT's policies applicable to SERVICE PROVIDER, and alignment with the NIST Cybersecurity Framework performed by an independent third party at SERVICE PROVIDER's expense, and provide the audit report to SCHOOL DISTRICT. SERVICE PROVIDER may provide SCHOOL DISTRICT with a recent industry standard independent audit report on SERVICE PROVIDER's privacy and security practices as an alternative to undergoing an audit.

g. The following requirements apply if SERVICE PROVIDER will use subcontractors that have access to PII in the course of providing the services:

   i. SERVICE PROVIDER shall only disclose PII to SERVICE PROVIDER's employees and subcontractors who need to know the PII in order to provide the services and the disclosure of PII shall be limited to the extent necessary to provide such services. SERVICE PROVIDER shall ensure that all such employees and subcontractors comply with the terms of this provision.

   ii. SERVICE PROVIDER must ensure that each subcontractor performing functions pursuant to the Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this provision.

   iii. SERVICE PROVIDER shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this provision, SERVICE PROVIDER shall notify SCHOOL DISTRICT and remove such subcontractor's access to PII and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this provision. In the event there is an incident in which the subcontractor compromises PII, SERVICE PROVIDER shall follow the data breach reporting requirements set forth herein.

   iv. SERVICE PROVIDER shall take full responsibility for the acts and omissions of its employees and subcontractors.

   v. SERVICE PROVIDER must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and SERVICE PROVIDER makes a reasonable effort to notify SCHOOL DISTRICT of the court order or subpoena in advance of compliance but in any case, provides notice to SCHOOL DISTRICT no later than the time the PII is disclosed, unless such disclosure to SCHOOL DISTRICT is expressly prohibited by the statute, court order or subpoena.

h. SERVICE PROVIDER shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

i. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. Notifications required pursuant to this section must be in writing, given by personal delivery, or by registered or certified mail, and must, to the extent available, include, (1) a description of the breach which includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of SERVICE PROVIDER's investigation, and (4) the contact information for representatives who can assist SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

j. SERVICE PROVIDER agrees that it will cooperate with SCHOOL DISTRICT and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of SERVICE PROVIDER or its authorized users, as related to such investigations, will be the sole responsibility of SERVICE PROVIDER if such breach is attributable to SERVICE PROVIDER or its subcontractors.

k. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of $5,000 or up to $20 per student, teacher, and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

l. Except as set forth in paragraph (k) above, in the event SERVICE PROVIDER violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to $1,000. A second violation involving the same data shall be punishable by a civil penalty of up to $5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to $10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

m. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

n. The following procedure shall take place upon the termination of the Agreement:

i. SERVICE PROVIDER agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing services to SCHOOL DISTRICT, unless such retention is either expressly authorized for a prescribed period by the Agreement or other written agreement between the parties, or expressly requested by SCHOOL DISTRICT for purposes of facilitating the transfer of PII to SCHOOL DISTRICT or expressly required by law. As applicable, upon expiration or termination of the Agreement, SERVICE PROVIDER shall transfer PII, in a format agreed to by the parties to SCHOOL DISTRICT.

ii. If applicable, once the transfer of PII has been accomplished in accordance with SCHOOL DISTRICT's written election to do so, SERVICE PROVIDER agrees to return or destroy all PII when the purpose that necessitated its receipt by SERVICE PROVIDER has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of SERVICE PROVIDER in a secure data center and/or cloud-based facilities that remain in the possession of SERVICE PROVIDER or its subcontractors, SERVICE PROVIDER shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

iii. SERVICE PROVIDER shall provide SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by SERVICE PROVIDER or its subcontractors.

iv. To the extent that SERVICE PROVIDER and/or its subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

o. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

23. **HIPAA AND FERPA ACKNOWLEDGMENT:** 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 the Family Education Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their

respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

24. **HIPAA COMPLIANCE:**

a. **Definitions:** Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR 164.501.

i. Business Associate. "Business Associate" shall mean SCHOOL DISTRICT.

ii. Covered Entity. "Covered Entity" shall mean SERVICE PROVIDER.

iii. De-identify/De-identified. "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual.

iv. Designated Record Set. "Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record maintained by or for a health plan.

v. Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.

vi. Disclosing Party. "Disclosing Party" means the party that is disclosing information to another party pursuant to this Agreement.

vii. HHS. "HHS" shall mean the United States Department of Health and Human Services.

viii. HIPAA. "HIPAA" shall mean Title II, subtitle F ("Administrative Simplification") of the Health and Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 (Aug. 21, 1996), enacting Sections 1171-1179 of the Social Security Act, as well as implementing regulations adopted by HHS pursuant to HIPAA.

ix. Identifying Characteristic. Includes, but is not limited to, all of the following, as well as any other unique information: name, address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; medical record number; Medicaid and Medicare numbers health plan beneficiary number; account number; certificate/license number; serial number of a vehicle or other device; internet URL; internet protocol ("IP") address, biometric identifiers, including voice prints and photographic images.

x. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).

xi. Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).

xii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160(A)(E) and 45 CFR 164(A)(E).

xiii. Protected Health Information. "Protected Health Information" or "PHI" means any information which identifies or could reasonably be believed to identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not de-identified with respect to any individual who is the subject of the information, limited to the information created or received by Business Associate from or on behalf Covered Entity.

xiv. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

xv. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

xvi. Treatment, Payment and Healthcare Operations. "Treatment, Payment and Healthcare Operations" shall have the same meaning as in 45 CFR 164.501.

xvii. Use. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of information within the Contractor organization.

b. **Obligations of SCHOOL DISTRICT:**

i. SCHOOL DISTRICT agrees to disclose PHI to SERVICE PROVIDER upon its own volition, upon SERVICE PROVIDER's request, or upon the request of a third party if such disclosure is permissible by law, so that SERVICE PROVIDER may provide the agreed to services to or on behalf of SCHOOL DISTRICT, unless SCHOOL DISTRICT otherwise objects to the disclosure, or SERVICE PROVIDER is no longer providing the services to SCHOOL DISTRICT.

ii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees contractors and agents do not use PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, 45 CFR 160 and 45 CFR 164 ("Privacy Standards") if used by SERVICE PROVIDER, except that SCHOOL DISTRICT may use PHI (a) for SCHOOL DISTRICT's proper management and administrative services, or (b) to carry out the legal responsibilities of SCHOOL DISTRICT.

iii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Privacy Standards if disclosed by SERVICE PROVIDER, except that SCHOOL DISTRICT may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent SCHOOL DISTRICT discloses PHI to a third party, SCHOOL DISTRICT must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as Required by Law or for the purposes for which it was disclosed to such third party; and (b) an agreement for such third party to immediately notify SCHOOL DISTRICT of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

iv. SCHOOL DISTRICT agrees that it will implement the necessary safeguards required by law to prevent the use of disclosure of PHI.

v. SCHOOL DISTRICT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by SCHOOL DISTRICT, its officers, directors, employees, contractors, or agents, or by a third party to which SCHOOL DISTRICT disclosed PHI pursuant to paragraph "4" above, (i) report any such disclosure to SERVICE PROVIDER and (ii) mitigate to the extent practicable any harmful effect that is known to SCHOOL DISTRICT or a use or disclosure of PHI by SCHOOL DISTRICT in violation of the requirements of this Agreement.

vi. In the event that SCHOOL DISTRICT shall enter into an Agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER, SCHOOL DISTRICT agrees to include in the terms and provisions of such Agreement that such Agreement or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to SCHOOL DISTRICT pursuant to this Agreement with respect to such PHI.

vii. Within ten (10) days of a request by a Practice for access to PHI about an individual contained in a Designated Record Set, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. Any denials of access to the PHI requested shall be the responsibility of SERVICE PROVIDER.

viii. Within ten (10) days of receipt of a request from SERVICE PROVIDER for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), SCHOOL DISTRICT shall provide such information to SERVICE PROVIDER for amendment and incorporate any such amendments in the PHI as required.

ix. Within ten (10) days of notice by SERVICE PROVIDER to SCHOOL DISTRICT that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such information as is in SCHOOL DISTRICT's possession that SERVICE PROVIDER is required to provide in such an accounting. At a minimum, SCHOOL DISTRICT shall provide SERVICE PROVIDER with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, disclosed; and (c) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that the request for an accounting is delivered directly to SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. It shall be SERVICE PROVIDER's responsibility to prepare and deliver any such accounting requested. SCHOOL DISTRICT hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this paragraph.

x. SCHOOL DISTRICT hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER available to the Secretary of the Department of Health and Human Services for purposes

of determining SERVICE PROVIDER's and SCHOOL DISTRICT's compliance with the Privacy Standards.

c. **Obligations of SERVICE PROVIDER:**

i. SERVICE PROVIDER agrees to maintain the confidentiality of any PHI provided to it by SCHOOL DISTRICT in accordance with all applicable Federal, State, and local laws, rules and regulations in addition to the following. Nothing in this provision shall be construed as limiting or prohibiting SERVICE PROVIDER from releasing PHI regarding the student treated to the student and/or the student's guardian.

ii. SERVICE PROVIDER represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by the SCHOOL DISTRICT.

iii. SERVICE PROVIDER represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, it will do so only in an amount that is the minimum necessary and only to the minimum number of individuals necessary to obtain the purpose of the services being rendered to or on behalf of SCHOOL DISTRICT.

iv. SERVICE PROVIDER agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing, or information contains any combination of data elements that might allow the deduction of the individual's identity without first obtaining written authorization from SCHOOL DISTRICT.

v. SERVICE PROVIDER shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that it provides to SCHOOL DISTRICT from using or accessing the PHI.

vi. SERVICE PROVIDER may use the PHI as necessary for the proper management and administration of SERVICE PROVIDER and or permitted by law to carry out its legal responsibilities, if: (a) disclosure is required by law.

vii. SERVICE PROVIDER shall not request SCHOOL DISTRICT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SERVICE PROVIDER.

d. **Relationship to Individuals Who Are Subject of Information:**

i. SERVICE PROVIDER agrees that SCHOOL DISTRICT and the applicable individual retain all ownership rights to the PHI and SERVICE PROVIDER does not obtain any right, title or interest to the PHI furnished by SCHOOL DISTRICT, except as SERVICE PROVIDER is required to maintain records in accordance with the laws and standards that govern its profession.

ii. SERVICE PROVIDER agrees to comply with all lawful requests of individuals, who are subjects of the PHI, to permit access to inspect and obtain a copy of the PHI about the individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.

iii. SERVICE PROVIDER agrees to make PHI available for amendment and to incorporate any amendments or corrections to an individual's PHI upon request by SCHOOL DISTRICT in accordance with applicable law.

iv. SERVICE PROVIDER agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.

e. **Request for Information:** SERVICE PROVIDER agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount necessary to achieve the purpose for which the request is being made. In addition, SERVICE PROVIDER agrees to make its internal practices, books, records and information related to the use and disclosure of information available to the Department of Health and Human Services for review, upon request of the Secretary of that Department, to the extent that such is required by law.

f. **Chain of Trust:** If any information is transmitted electronically between SERVICE PROVIDER and SCHOOL DISTRICT, the parties agree to electronically exchange information and to protect the transmitted information as required by HIPAA. The parties acknowledge that they are required to, and depend upon each other to maintain the integrity and confidentiality of the transmitted information.

25. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, members of the Board of Education, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, 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.

26. **INSURANCE:**

a. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL

DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

b. The policy naming SCHOOL DISTRICT as an additional insured shall:

   i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.

   ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees, and volunteers with a waiver of subrogation in favor of SCHOOL DISTRICT for all coverages including Workers' Compensation.

c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.

e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

g. Required Insurance:

   i. **Commercial General Liability Insurance:**
   $1,000,000 per Occurrence/$2,000,000 Aggregate
   $2,000,000 Products and Completed Operations
   $1,000,000 Personal and Advertising Injury
   $1,000,000 Sexual Misconduct and Assault
   $100,000 Fire Damage
   $10,000 Medical Expense

   Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

   ii. **Automobile Liability (if applicable):**
   $1,000,000 combined single limit for owned, hired, borrowed, and non-owned motor vehicles.

iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law § 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

iv. **Professional Errors and Omissions Insurance:**
$2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

v. **Umbrella/Excess Insurance:**
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT. SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any or all rights held by SCHOOL DISTRICT.

i. If SERVICE PROVIDER utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

27. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

Notice shall be delivered or mailed to:

Corinthian Therapy Management Services, Inc.
1225 Franklin Avenue, Suite 325
Garden City, New York 11530

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Executive Director for Student Support Services

28. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

29. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, 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 their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

30. **GOVERNING LAW:** 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.

31. **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.

32. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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.

33. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

34. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

35. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

36. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

37. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

38. **COUNTERPARTS/ELECTRONIC SIGNATURE:** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SEAFORD UNION FREE SCHOOL DISTRICT

Date: _____ By: _____

CORINTHIAN THERAPY MANAGEMENT SERVICES, INC.

Date: 3/5/26 By: Kimberly Rumberg

Kimberly Rumberg

Appendix A

Corinthian Therapy Management Services, Inc.

Related Services

2026-2027 Rates

INDIVIDUAL RATES (PT, OT, SPEECH, COUNSELING, PARENT COUNSELING/TRAINING)	
SERVICE	**RATE**
Individual Treatment Session	$65.00 per 30 minute session
IEP/CSE Meetings	$65.00 per 30 minute session
Scheduling of Students	$65.00 per 30 minute session
Parent/Teacher Consultations	$65.00 per 30 minute session
Observations	$65.00 per 30 minute session
Screenings	$65.00 per 30 minute session
Inclusions in the Classroom	$65.00 per 30 minute session
Home Care Visits for all Related Services	$65.00 per 30 minute session

GROUP RATES (PT, OT, SPEECH, COUNSELING, PARENT COUNSELING/TRAINING)	
SERVICE	**RATE**
2-5 students	$43.00 per student per 30 minute session

INDIVIDUAL RATES (APPLIED BEHAVIOR ANALYSIS (ABA), BEHAVIOR INTERVENTION SERVICES (BIS, BIC), CONSULT TEACHER, CONSULTANT SERVICES, BILINGUAL TRANSLATOR, AIDE)	
SERVICE	**RATE**
Individual (1:1) Treatment Session Homecare or School	$60.00 per 30 minute session
IEP/CSE Meetings	$60.00 per 30 minute session
Scheduling of Students	$60.00 per 30 minute session
Parent/Teacher Consultations	$60.00 per 30 minute session
Observations	$60.00 per 30 minute session
Screenings	$60.00 per 30 minute session
Inclusions in the Classroom	$60.00 per 30 minute session

GROUP RATES (APPLIED BEHAVIOR ANALYSIS (ABA), BEHAVIOR INTERVENTION SERVICES (BIS, BIC), CONSULT TEACHER, CONSULTANT SERVICES, BILINGUAL TRANSLATOR, AIDE)	
SERVICE	**RATE**
2-5 students	$38.00 per student per 30 minute session

EVALUATIONS*	
SERVICE	**RATE**
Occupational Therapy Evaluation	$350.00 per evaluation
Physical Therapy Evaluation	$350.00 per evaluation
Speech Therapy Evaluation	$350.00 per evaluation
Educational Evaluation	$350.00 per evaluation
Psychological Evaluation	$350.00 per evaluation
Social History Evaluation	$275.00 per evaluation

BILINGUAL EVALUATIONS*	
SERVICE	**RATE**
Bilingual Occupational Therapy Evaluation	$550.00 per evaluation
Bilingual Physical Therapy Evaluation	$550.00 per evaluation
Bilingual Speech Therapy Evaluation	$550.00 per evaluation
Bilingual Educational Evaluation	$550.00 per evaluation
Bilingual Psychological Evaluation	$550.00 per evaluation

*Including written report

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

As per the Agreement between the undersigned and the School District, this information must be completed by the Service Provider within ten (10) days of execution of the Agreement.

Name of Provider:	Corinthian Therapy management Services Inc.
Description of the purpose(s) for which Provider will receive/access PII:	Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law
Type of PII that Provider will receive/access:	Check all that apply: ☑ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: 7/1/26 Contract End Date: 6/30/26
Subcontractor Written Agreement Requirement:	Provider will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by State and Federal laws and regulations, and the Contract. (check applicable option) ☑ Provider will not utilize subcontractors. ☐ Provider will utilize subcontractors.
Data Transition and Secure Destruction:	Upon expiration or termination of the Contract, Provider shall: • Securely transfer data to the School District, or a successor provider at the School District's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy:	Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting the School District. If a correction to data is deemed necessary, the School District will notify Provider. Provider agrees to facilitate such corrections within 21 days of receiving the School District's written request.

Secure Storage and Data Security:	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☐ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution. ☑ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Contractor will store and process district data in compliance with educational law contractor will comply using legally required industry standard security tools
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	Kimberly Rumberg vice president
[Printed Name]	Kimberly Rumberg/VP
[Title]	Vice President
Date:	3/5/26

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783

Parents' Bill of Rights for Data Privacy and Security

The Seaford Union Free School District is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes. A student's data cannot be shared with an unauthorized person.

2. Parents have the right to inspect and review the contents of their child's education record from their school. Parents' have the right to see the records within forty-five (45) days and dispute any inaccuracies.

3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.

4. A complete list of all student data elements collected by the State Education Department is available for public review at: https://www.nysed.gov/data-privacy-security/student-data-inventory, or by writing to the Office of Information & Reporting Services, New York State Education Department, 89 Washington Avenue, Room 863 EBA, Albany, NY 12234.

5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Adele Pecora, Superintendent of Schools, 1600 Washington Avenue, Seaford, New York 11783. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors may be submitted to NYSED at https://www.nysed.gov/data-privacy-security/parents-and-students-file-privacy-complaint, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Room 152 EB, Albany, NY 12234, or email to privacy@nysed.gov or by telephone at (518) 474-0937.

6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.

8. Parents may access the State Education Department's Parents' Bill of Rights at: https://www.nysed.gov/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights

Acknowledged by: [signature] Corinthian Therapy management Services 3/5/24

Organization Date

AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 1600 Washington Avenue, Seaford, New York 11783, and CORINTHIAN THERAPY MANAGEMENT SERVICES, INC. (hereinafter referred to as the "SERVICE PROVIDER") as the party of the second part, having its principal place of business for purposes of this Agreement at 1225 Franklin Avenue, Suite 325, Garden City, New York 11530.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for the provision of academic tutoring in accordance with New York Education Laws; and

WHEREAS, SERVICE PROVIDER is in the business of providing services in the area of academic tutoring; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide the academic tutoring services of its supervised professional staff in an approved setting; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide academic tutoring services to SCHOOL DISTRICT.

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2026 to June 30, 2027, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:**

   a. SERVICE PROVIDER shall provide academic tutoring services as set forth herein in accordance with the State Education regulations, using only teachers certified by the New York State Education Department. SERVICE PROVIDER shall provide services to the students only on SCHOOL DISTRICT's day of normal operation. The program shall consist of common branch instruction for grades K-12 in English, Mathematics, Social Studies, Science, and other major courses of study as required by SCHOOL DISTRICT. Elementary students will receive two (2) hours of instruction per day, up to and including ten (10) hours per week. Secondary school students will receive three (3) hours of instruction per subject per week, for a maximum of five (5) subjects and fifteen (15) hours per week. SERVICE PROVIDER shall conduct its program in a community center, library, or designated school premises, as agreed upon by SCHOOL DISTRICT, or an appropriate public place. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present.

b. SCHOOL DISTRICT reserves the right to monitor and or evaluate the services provided by SERVICE PROVIDER by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection and review and any other applicable means. Services must be appropriate, allowable and consistent with SCHOOL DISTRICT funding source requirements and guidelines.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the rates set forth in Appendix A.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's

costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any student covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.

b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall

be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education ("SAVE") legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. During the term of the within Agreement, if SERVICE PROVIDER is notified of a change in the individual's clearance status, SERVICE PROVIDER shall promptly notify SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department or whose clearance status has changed, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the student(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.

13. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each student's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the student(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, *i.e.*, January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the student's progress as may be required by SCHOOL DISTRICT.

14. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

15. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

16. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

19. **TERMINATION:**

a. SCHOOL DISTRICT reserves the right to terminate this Agreement without cause, with seven (7) days' written notice to SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.

b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

20. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),

- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and

- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

21. **CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS:**

a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its 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. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law § 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information (hereinafter referred to as "PII") from education records, and it shall:

i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;

ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;

iii. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of education records in its custody; and

iv. 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 and the National Institute of Standards and Technology Cyber Security Framework Version 2.0.

c. SERVICE PROVIDER has no property or licensing rights or claims of ownership to PII, and SERVICE PROVIDER must not use PII for any purpose other than to provide the services set forth in the Agreement. Neither the services provided nor the manner in which such services are provided shall violate New York law.

d. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

e. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law § 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:

   i. the exclusive purposes for which the student data will be used;

   ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;

   iii. that student data will be returned or destroyed upon expiration of the Agreement;

   iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and

   v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

f. Upon request by SCHOOL DISTRICT, SERVICE PROVIDER shall provide SCHOOL DISTRICT with copies of its policies and related procedures that pertain to the protection of PII and may be made available in a form that does not violate SERVICE PROVIDER's own information security policies, confidentiality obligations, and

applicable laws. In addition, SERVICE PROVIDER may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, SCHOOL DISTRICT's policies applicable to SERVICE PROVIDER, and alignment with the NIST Cybersecurity Framework performed by an independent third party at SERVICE PROVIDER's expense, and provide the audit report to SCHOOL DISTRICT. SERVICE PROVIDER may provide SCHOOL DISTRICT with a recent industry standard independent audit report on SERVICE PROVIDER's privacy and security practices as an alternative to undergoing an audit.

g. The following requirements apply if SERVICE PROVIDER will use subcontractors that have access to PII in the course of providing the services:

   i. SERVICE PROVIDER shall only disclose PII to SERVICE PROVIDER's employees and subcontractors who need to know the PII in order to provide the services and the disclosure of PII shall be limited to the extent necessary to provide such services. SERVICE PROVIDER shall ensure that all such employees and subcontractors comply with the terms of this provision.

   ii. SERVICE PROVIDER must ensure that each subcontractor performing functions pursuant to the Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this provision.

   iii. SERVICE PROVIDER shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this provision, SERVICE PROVIDER shall notify SCHOOL DISTRICT and remove such subcontractor's access to PII and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this provision. In the event there is an incident in which the subcontractor compromises PII, SERVICE PROVIDER shall follow the data breach reporting requirements set forth herein.

   iv. SERVICE PROVIDER shall take full responsibility for the acts and omissions of its employees and subcontractors.

   v. SERVICE PROVIDER must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and SERVICE PROVIDER makes a reasonable effort to notify SCHOOL DISTRICT of the court order or subpoena in advance of compliance but in any case, provides notice to SCHOOL DISTRICT no later than the time the PII is disclosed, unless such disclosure to SCHOOL DISTRICT is expressly prohibited by the statute, court order or subpoena.

h. SERVICE PROVIDER shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

i. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. Notifications required pursuant to this section must be in writing, given by personal delivery, or by registered or certified mail, and must, to the extent available, include, (1) a description of the breach which includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of SERVICE PROVIDER's investigation, and (4) the contact information for representatives who can assist SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

j. SERVICE PROVIDER agrees that it will cooperate with SCHOOL DISTRICT and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of SERVICE PROVIDER or its authorized users, as related to such investigations, will be the sole responsibility of SERVICE PROVIDER if such breach is attributable to SERVICE PROVIDER or its subcontractors.

k. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of $5,000 or up to $20 per student, teacher, and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

l. Except as set forth in paragraph (k) above, in the event SERVICE PROVIDER violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to $1,000. A second violation involving the same data shall be punishable by a civil penalty of up to $5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to $10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

m. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

n. The following procedure shall take place upon the termination of the Agreement:

    i. SERVICE PROVIDER agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage

medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing services to SCHOOL DISTRICT, unless such retention is either expressly authorized for a prescribed period by the Agreement or other written agreement between the parties, or expressly requested by SCHOOL DISTRICT for purposes of facilitating the transfer of PII to SCHOOL DISTRICT or expressly required by law. As applicable, upon expiration or termination of the Agreement, SERVICE PROVIDER shall transfer PII, in a format agreed to by the parties to SCHOOL DISTRICT.

ii. If applicable, once the transfer of PII has been accomplished in accordance with SCHOOL DISTRICT's written election to do so, SERVICE PROVIDER agrees to return or destroy all PII when the purpose that necessitated its receipt by SERVICE PROVIDER has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of SERVICE PROVIDER in a secure data center and/or cloud-based facilities that remain in the possession of SERVICE PROVIDER or its subcontractors, SERVICE PROVIDER shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

iii. SERVICE PROVIDER shall provide SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by SERVICE PROVIDER or its subcontractors.

iv. To the extent that SERVICE PROVIDER and/or its subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

o. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

22. **HIPAA AND FERPA ACKNOWLEDGMENT:** 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 and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

23. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, members of the Board of Education, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, 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.

24. **INSURANCE:**

a. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

b. The policy naming SCHOOL DISTRICT as an additional insured shall:

   i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.

   ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees, and volunteers with a waiver of subrogation in favor of SCHOOL DISTRICT for all coverages including Workers' Compensation.

c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.

e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

g. Required Insurance:

i. **Commercial General Liability Insurance:**
$1,000,000 per Occurrence/$2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Sexual Misconduct and Assault
$100,000 Fire Damage
$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

ii. **Automobile Liability (if applicable):**
$1,000,000 combined single limit for owned, hired, borrowed, and non-owned motor vehicles.

iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law § 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

iv. **Professional Errors and Omissions Insurance:**
$2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

v. **Umbrella/Excess Insurance:**
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT.

SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any or all rights held by SCHOOL DISTRICT.

i. If SERVICE PROVIDER utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

25. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Corinthian Therapy Management Services, Inc.
1225 Franklin Avenue, Suite 325
Garden City, New York 11530

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Executive Director for Student Support Services

26. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

27. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, 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 their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

28. **GOVERNING LAW:** 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.

29. **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.

30. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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.

31. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

32. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

33. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

34. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

35. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

36. **COUNTERPARTS/ELECTRONIC SIGNATURE:** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SEAFORD UNION FREE SCHOOL DISTRICT

Date: _____ By: _____

CORINTHIAN THERAPY MANAGEMENT SERVICES, INC.

Date: 3/5/26 By: Kimberly Rumberg
Kimberly Rumberg

Appendix A

Corinthian Therapy Management Services, Inc.

Academic Tutoring

2026-2027 Rates

RESOURCE ROOM, HOME/SCHOOL TUTORING/INSTRUCTION	
SERVICE	**RATE**
Individual	$60.00 per 30 minute session
Group (2-5 students)	$38.00 per student per 30 minute session

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

As per the Agreement between the undersigned and the School District, this information must be completed by the Service Provider within ten (10) days of execution of the Agreement.

Name of Provider:	Corinthian Therapy management Services Inc.
Description of the purpose(s) for which Provider will receive/access PII:	Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law
Type of PII that Provider will receive/access:	Check all that apply: ☑ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: 7/1/26 Contract End Date: 6/30/26
Subcontractor Written Agreement Requirement:	Provider will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by State and Federal laws and regulations, and the Contract. (check applicable option) ☑ Provider will not utilize subcontractors. ☐ Provider will utilize subcontractors.
Data Transition and Secure Destruction:	Upon expiration or termination of the Contract, Provider shall: • Securely transfer data to the School District, or a successor provider at the School District's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy:	Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting the School District. If a correction to data is deemed necessary, the School District will notify Provider. Provider agrees to facilitate such corrections within 21 days of receiving the School District's written request.

Secure Storage and Data Security:	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☐ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution. ☑ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Contractor will store and process district data in compliance with educational law contractor will comply using legally required industry standard security tools
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	Kimberly Rumberg vice president
[Printed Name]	Kimberly Rumberg/VP
[Title]	Vice President
Date:	3/5/26

AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 1600 Washington Avenue, Seaford, New York 11783, and BLUE SEA EDUCATIONAL CONSULTING, INC. (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 1038 West Jericho Turnpike, Smithtown, New York 11787.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for providing related services; and

WHEREAS, SERVICE PROVIDER is in the business of providing related services; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide related services to designated students pursuant to the Individualized Education Program(s) ("IEP") developed for the student(s) by the CSE; and

WHEREAS, SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") and/or the 504 accommodation plan of each student serviced by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such students with handicapping conditions; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide services to SCHOOL DISTRICT.

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2026 to June 30, 2027, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the following services, consisting of, but not limited to the following:

   a. **Occupational Therapy**

   b. **Speech/Language Therapy**

   c. **Physical Therapy**

   d. **Augmentative/Alternative Communication**

   e. **Evaluations (including written report)**

f. **ABA Services as follows:**

i. **Consultation Services** based on student IEPs. Consultations shall include, but not be limited to, the following areas:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Curriculum Modification;
5. Material Modification;
6. Evaluations;
7. Staff Development; and
8. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the model for these services to classroom staff and to initiate the model's implementation, making adjustments where necessary. SERVICE PROVIDER shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

ii. **Home Program Services** as determined by CSE. Such services shall include, but not be limited to, the areas of:

1. Discrete Trial Teaching;
2. Independent Living Skills;
3. Implementation of Behavior Plans;
4. Incidental Teaching Situations;
5. Verbal Behavior Techniques;
6. Generalization Programming; and
7. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide complete and accurate program data as required by the program and to implement the program as modified by the Supervisor. SERVICE PROVIDER's role shall not include the modification of programs. In addition, all home services require the presence of a parent or guardian at the time of service implementation. Such services shall not be provided without the presence of such individuals.

iii. **Supervision of Home Staff** provided by a certified special education teacher specializing in ABA as designated by the CSE. Supervisory visits shall include, but not be limited to:

1. Functional Behavior Assessments;
2. Behavior Intervention Plans;
3. Behavior Modification Systems;
4. Activities of Daily Living Protocols;
5. Discrete Trial teaching program creation and modification;
6. Curriculum Modification;
7. Material Modification;

8. Evaluations;
9. Teaching parents how to implement programs; and
10. SERVICE PROVIDER's role with respect to the above-mentioned services shall be to provide the models for these services to the home program families and staff, initiate the model's implementation, and make adjustments where necessary. SERVICE PROVIDER's shall provide quarterly narrative and written reports to SCHOOL DISTRICT.

iv. **Parent Training Services** for families provided by a certified special education teacher or certified social worker specializing in Autism Spectrum Disorders when requested by CSE. These parental training services, include, but shall not be limited to:

1. Activities of Daily Living Protocols;
2. Social Skill Protocols;
3. Generalization Skills; and
4. Behavior Protocols.

g. SERVICE PROVIDER shall provide the services above during the school year for those students covered by the terms of this Agreement. The services provided by SERVICE PROVIDER shall be appropriate to the mental ability and physical condition of the students, and in accordance with the Commissioner's Regulations, currently approved methods and practices of the profession. In addition, SERVICE PROVIDER shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:

i. The completion of progress reports regarding student achievement of objectives as per report card schedules;

ii. Provide the Committee on Special Education ("CSE") with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;

iii. Complete evaluations as per the request of the Director of Special Education on an as needed basis.

h. SCHOOL DISTRICT reserves the right to monitor and or evaluate the services provided by SERVICE PROVIDER by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection and review and any other applicable means. Services must be appropriate, allowable and consistent with SCHOOL DISTRICT funding source requirements and guidelines.

i. It is understood and agreed that all services provided pursuant to this Agreement shall be in coordination with classroom teachers of such students and/or at the direction of the CSE.

j. All services shall be provided in strict compliance with the student's IEP.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the rates set forth in Appendix A.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees and independent contractors of SERVICE PROVIDER shall be deemed employees or independent contractors of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any student covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.

b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER fail to attend a session for any reason whatsoever. Should SCHOOL DISTRICT cancel a session, for any reason whatsoever, and SCHOOL DISTRICT provides at least twenty-four (24) hours' notice of such cancellation to SERVICE PROVIDER, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. In the event SCHOOL DISTRICT does not provide twenty-four (24) hours' notice of the cancellation, SERVICE PROVIDER may charge for up to one (1) hour of service for the cancellation, not to exceed the length of the scheduled session. SERVICE PROVIDER agrees to use the canceled session's time to do required paperwork or other student-related work for SCHOOL DISTRICT.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be performed pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly approved and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall

be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education ("SAVE") legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. During the term of the within Agreement, if SERVICE PROVIDER is notified of a change in the individual's clearance status, SERVICE PROVIDER shall promptly notify SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department or whose clearance status has changed, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the student(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.

13. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each student's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the student(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, *i.e.*, January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the student's progress as may be required by SCHOOL DISTRICT.

14. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

15. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

16. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. **STUDENT PRESCRIPTIONS:** Where applicable, SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to SERVICE PROVIDER. SCHOOL DISTRICT shall forward copies of these prescriptions to SERVICE PROVIDER upon its written request.

19. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

20. **TERMINATION:**

a. This Agreement may be terminated by either party upon seven (7) days' written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.

b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

21. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),

- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and

- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

22. **CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS:**

a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its 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. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law § 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information (hereinafter referred to as "PII") from education records, and it shall:

i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;

ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;

iii. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of education records in its custody; and

iv. 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 and the National Institute of Standards and Technology Cyber Security Framework Version 2.0.

c. SERVICE PROVIDER has no property or licensing rights or claims of ownership to PII, and SERVICE PROVIDER must not use PII for any purpose other than to provide the services set forth in the Agreement. Neither the services provided nor the manner in which such services are provided shall violate New York law.

d. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

e. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law § 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:

i. the exclusive purposes for which the student data will be used;

ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;

iii. that student data will be returned or destroyed upon expiration of the Agreement;

iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and

v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

f. Upon request by SCHOOL DISTRICT, SERVICE PROVIDER shall provide SCHOOL DISTRICT with copies of iis policies and related procedures that pertain to the

protection of PII and may be made available in a form that does not violate SERVICE PROVIDER's own information security policies, confidentiality obligations, and applicable laws. In addition, SERVICE PROVIDER may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, SCHOOL DISTRICT's policies applicable to SERVICE PROVIDER, and alignment with the NIST Cybersecurity Framework performed by an independent third party at SERVICE PROVIDER's expense, and provide the audit report to SCHOOL DISTRICT. SERVICE PROVIDER may provide SCHOOL DISTRICT with a recent industry standard independent audit report on SERVICE PROVIDER's privacy and security practices as an alternative to undergoing an audit.

g. The following requirements apply if SERVICE PROVIDER will use subcontractors that have access to PII in the course of providing the services:

   i. SERVICE PROVIDER shall only disclose PII to SERVICE PROVIDER's employees and subcontractors who need to know the PII in order to provide the services and the disclosure of PII shall be limited to the extent necessary to provide such services. SERVICE PROVIDER shall ensure that all such employees and subcontractors comply with the terms of this provision.

   ii. SERVICE PROVIDER must ensure that each subcontractor performing functions pursuant to the Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this provision.

   iii. SERVICE PROVIDER shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this provision, SERVICE PROVIDER shall notify SCHOOL DISTRICT and remove such subcontractor's access to PII and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this provision. In the event there is an incident in which the subcontractor compromises PII, SERVICE PROVIDER shall follow the data breach reporting requirements set forth herein.

   iv. SERVICE PROVIDER shall take full responsibility for the acts and omissions of its employees and subcontractors.

   v. SERVICE PROVIDER must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and SERVICE PROVIDER makes a reasonable effort to notify SCHOOL DISTRICT of the court order or subpoena in advance of compliance but in any case, provides notice to SCHOOL DISTRICT no later than the time the PII is disclosed, unless such disclosure to SCHOOL DISTRICT is expressly prohibited by the statute, court order or subpoena.

h. SERVICE PROVIDER shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

i. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. Notifications required pursuant to this section must be in writing, given by personal delivery, or by registered or certified mail, and must, to the extent available, include, (1) a description of the breach which includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of SERVICE PROVIDER's investigation, and (4) the contact information for representatives who can assist SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

j. SERVICE PROVIDER agrees that it will cooperate with SCHOOL DISTRICT and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of SERVICE PROVIDER or its authorized users, as related to such investigations, will be the sole responsibility of SERVICE PROVIDER if such breach is attributable to SERVICE PROVIDER or its subcontractors.

k. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of $5,000 or up to $20 per student, teacher, and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

l. Except as set forth in paragraph (k) above, in the event SERVICE PROVIDER violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to $1,000. A second violation involving the same data shall be punishable by a civil penalty of up to $5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to $10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

m. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

n. The following procedure shall take place upon the termination of the Agreement:

i. SERVICE PROVIDER agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing services to SCHOOL DISTRICT, unless such retention is either expressly authorized for a prescribed period by the Agreement or other written agreement between the parties, or expressly requested by SCHOOL DISTRICT for purposes of facilitating the transfer of PII to SCHOOL DISTRICT or expressly required by law. As applicable, upon expiration or termination of the Agreement, SERVICE PROVIDER shall transfer PII, in a format agreed to by the parties to SCHOOL DISTRICT.

ii. If applicable, once the transfer of PII has been accomplished in accordance with SCHOOL DISTRICT's written election to do so, SERVICE PROVIDER agrees to return or destroy all PII when the purpose that necessitated its receipt by SERVICE PROVIDER has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of SERVICE PROVIDER in a secure data center and/or cloud-based facilities that remain in the possession of SERVICE PROVIDER or its subcontractors, SERVICE PROVIDER shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

iii. SERVICE PROVIDER shall provide SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by SERVICE PROVIDER or its subcontractors.

iv. To the extent that SERVICE PROVIDER and/or its subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

o. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

23. **HIPAA AND FERPA ACKNOWLEDGMENT:** 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 the Family Education Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their

respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

24. **HIPAA COMPLIANCE:**

a. **Definitions:** Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR 164.501.

i. Business Associate. "Business Associate" shall mean SCHOOL DISTRICT.

ii. Covered Entity. "Covered Entity" shall mean SERVICE PROVIDER.

iii. De-identify/De-identified. "De-identify/De-identified" means to remove, encode, encrypt, or otherwise eliminate or conceal data that identifies an individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an individual.

iv. Designated Record Set. "Designated Record Set" shall mean the enrollment, payment, claims adjudication and case or medical management record maintained by or for a health plan.

v. Disclose. The release, transfer or provision of access to PHI, whether oral or recorded in any form or medium.

vi. Disclosing Party. "Disclosing Party" means the party that is disclosing information to another party pursuant to this Agreement.

vii. HHS. "HHS" shall mean the United States Department of Health and Human Services.

viii. HIPAA. "HIPAA" shall mean Title II, subtitle F ("Administrative Simplification") of the Health and Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 (Aug. 21, 1996), enacting Sections 1171-1179 of the Social Security Act, as well as implementing regulations adopted by HHS pursuant to HIPAA.

ix. Identifying Characteristic. Includes, but is not limited to, all of the following, as well as any other unique information: name, address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; medical record number; Medicaid and Medicare numbers health plan beneficiary number; account number; certificate/license number; serial number of a vehicle or other device; internet URL; internet protocol ("IP") address, biometric identifiers, including voice prints and photographic images.

x. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).

xi. Minimum Necessary Information. "Minimum Necessary Information" means (i) in the case of routine and recurring types of disclosures, the set of data or records which the disclosing party's policies and procedures have established as reasonably necessary to achieve the purpose of such disclosures; and (ii) in the case of non-routine and non-recurring disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the disclosure, upon review of each disclosure according to criteria developed by the Disclosing Party; provided that in the case of disclosure (A) to a Covered Entity, (B) to a professional for purposes of providing professional services to the Disclosing Party, or (C) to a public official for disclosures which are permitted by law without Individual consent, the Minimum Necessary Information shall be the set of data or records requested by that party, upon the party's reasonable representation that the request is for the minimum necessary given the purpose of disclosure(s).

xii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160(A)(E) and 45 CFR 164(A)(E).

xiii. Protected Health Information. "Protected Health Information" or "PHI" means any information which identifies or could reasonably be believed to identify an individual, which in any way concerns that individual's health status, healthcare, or payments for his or her healthcare, or which a party is otherwise legally required to protect under an information privacy and protection law applicable to that party, and includes as well any information derived by the processing of such information which is not de-identified with respect to any individual who is the subject of the information, limited to the information created or received by Business Associate from or on behalf Covered Entity.

xiv. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

xv. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

xvi. Treatment, Payment and Healthcare Operations. "Treatment, Payment and Healthcare Operations" shall have the same meaning as in 45 CFR 164.501.

xvii. Use. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of information within the Contractor organization.

b. **Obligations of SCHOOL DISTRICT:**

i. SCHOOL DISTRICT agrees to disclose PHI to SERVICE PROVIDER upon its own volition, upon SERVICE PROVIDER's request, or upon the request of a third party if such disclosure is permissible by law, so that SERVICE PROVIDER may provide the agreed to services to or on behalf of SCHOOL DISTRICT, unless SCHOOL DISTRICT otherwise objects to the disclosure, or SERVICE PROVIDER is no longer providing the services to SCHOOL DISTRICT.

ii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees contractors and agents do not use PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Standards for Privacy of Individually Identifiable Health Information, 45 CFR 160 and 45 CFR 164 ("Privacy Standards") if used by SERVICE PROVIDER, except that SCHOOL DISTRICT may use PHI (a) for SCHOOL DISTRICT's proper management and administrative services, or (b) to carry out the legal responsibilities of SCHOOL DISTRICT.

iii. SCHOOL DISTRICT shall not disclose and shall ensure that its directors, officers, employees, contractors, and agents do not disclose PHI received from SERVICE PROVIDER in any manner that would constitute a violation of the Privacy Standards if disclosed by SERVICE PROVIDER, except that SCHOOL DISTRICT may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent SCHOOL DISTRICT discloses PHI to a third party, SCHOOL DISTRICT must obtain, prior to making any such disclosure: (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as Required by Law or for the purposes for which it was disclosed to such third party; and (b) an agreement for such third party to immediately notify SCHOOL DISTRICT of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

iv. SCHOOL DISTRICT agrees that it will implement the necessary safeguards required by law to prevent the use of disclosure of PHI.

v. SCHOOL DISTRICT shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by SCHOOL DISTRICT, its officers, directors, employees, contractors, or agents, or by a third party to which SCHOOL DISTRICT disclosed PHI pursuant to paragraph "4" above, (i) report any such disclosure to SERVICE PROVIDER and (ii) mitigate to the extent practicable any harmful effect that is known to SCHOOL DISTRICT or a use or disclosure of PHI by SCHOOL DISTRICT in violation of the requirements of this Agreement.

vi. In the event that SCHOOL DISTRICT shall enter into an Agreement with any agent or subcontractor that will have access to PHI that is received from, or

created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER, SCHOOL DISTRICT agrees to include in the terms and provisions of such Agreement that such Agreement or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to SCHOOL DISTRICT pursuant to this Agreement with respect to such PHI.

vii. Within ten (10) days of a request by a Practice for access to PHI about an individual contained in a Designated Record Set, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such PHI for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to PHI directly from SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. Any denials of access to the PHI requested shall be the responsibility of SERVICE PROVIDER.

viii. Within ten (10) days of receipt of a request from SERVICE PROVIDER for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), SCHOOL DISTRICT shall provide such information to SERVICE PROVIDER for amendment and incorporate any such amendments in the PHI as required.

ix. Within ten (10) days of notice by SERVICE PROVIDER to SCHOOL DISTRICT that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, SCHOOL DISTRICT shall make available to SERVICE PROVIDER such information as is in SCHOOL DISTRICT's possession that SERVICE PROVIDER is required to provide in such an accounting. At a minimum, SCHOOL DISTRICT shall provide SERVICE PROVIDER with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, disclosed; and (c) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that the request for an accounting is delivered directly to SCHOOL DISTRICT, SCHOOL DISTRICT shall, within five (5) days, forward such request to SERVICE PROVIDER. It shall be SERVICE PROVIDER's responsibility to prepare and deliver any such accounting requested. SCHOOL DISTRICT hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this paragraph.

x. SCHOOL DISTRICT hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by SCHOOL DISTRICT on behalf of SERVICE PROVIDER available to the Secretary of the Department of Health and Human Services for purposes of determining SERVICE PROVIDER's and SCHOOL DISTRICT's compliance with the Privacy Standards.

c. **Obligations of SERVICE PROVIDER:**

i. SERVICE PROVIDER agrees to maintain the confidentiality of any PHI provided to it by SCHOOL DISTRICT in accordance with all applicable Federal, State, and local laws, rules and regulations in addition to the following. Nothing in this provision shall be construed as limiting or prohibiting SERVICE PROVIDER from releasing PHI regarding the student treated to the student and/or the student's guardian.

ii. SERVICE PROVIDER represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by the SCHOOL DISTRICT.

iii. SERVICE PROVIDER represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or an element of PHI, it will do so only in an amount that is the minimum necessary and only to the minimum number of individuals necessary to obtain the purpose of the services being rendered to or on behalf of SCHOOL DISTRICT.

iv. SERVICE PROVIDER agrees that no finding, listing, or information derived from the PHI, with or without identifiers, may be released if such finding, listing, or information contains any combination of data elements that might allow the deduction of the individual's identity without first obtaining written authorization from SCHOOL DISTRICT.

v. SERVICE PROVIDER shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from SCHOOL DISTRICT and to prevent individuals not involved in performing the services that it provides to SCHOOL DISTRICT from using or accessing the PHI.

vi. SERVICE PROVIDER may use the PHI as necessary for the proper management and administration of SERVICE PROVIDER and or permitted by law to carry out its legal responsibilities, if: (a) disclosure is required by law.

vii. SERVICE PROVIDER shall not request SCHOOL DISTRICT to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SERVICE PROVIDER.

d. **Relationship to Individuals Who Are Subject of Information:**

i. SERVICE PROVIDER agrees that SCHOOL DISTRICT and the applicable individual retain all ownership rights to the PHI and SERVICE PROVIDER does not obtain any right, title or interest to the PHI furnished by SCHOOL

DISTRICT, except as SERVICE PROVIDER is required to maintain records in accordance with the laws and standards that govern its profession.

ii. SERVICE PROVIDER agrees to comply with all lawful requests of individuals, who are subjects of the PHI, to permit access to inspect and obtain a copy of the PHI about the individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.

iii. SERVICE PROVIDER agrees to make PHI available for amendment and to incorporate any amendments or corrections to an individual's PHI upon request by SCHOOL DISTRICT in accordance with applicable law.

iv. SERVICE PROVIDER agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.

e. **Request for Information:** SERVICE PROVIDER agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount necessary to achieve the purpose for which the request is being made. In addition, SERVICE PROVIDER agrees to make its internal practices, books, records and information related to the use and disclosure of information available to the Department of Health and Human Services for review, upon request of the Secretary of that Department, to the extent that such is required by law.

f. **Chain of Trust:** If any information is transmitted electronically between SERVICE PROVIDER and SCHOOL DISTRICT, the parties agree to electronically exchange information and to protect the transmitted information as required by HIPAA. The parties acknowledge that they are required to, and depend upon each other to maintain the integrity and confidentiality of the transmitted information.

25. **INSURANCE:**

a. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

b. The policy naming SCHOOL DISTRICT as an additional insured shall:

i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.

ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees, and volunteers with a waiver of subrogation in favor of SCHOOL DISTRICT for all coverages including Workers' Compensation.

c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.

e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

g. Required Insurance:

i. **Commercial General Liability Insurance:**
$1,000,000 per Occurrence/$2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Sexual Misconduct and Assault
$100,000 Fire Damage
$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

ii. **Automobile Liability (if applicable):**
$1,000,000 combined single limit for owned, hired, borrowed, and non-owned motor vehicles.

iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law § 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

iv. **Professional Errors and Omissions Insurance:**
$2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

v. **Umbrella/Excess Insurance:**
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT. SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any or all rights held by SCHOOL DISTRICT.

i. If SERVICE PROVIDER utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

26. NOTICES: Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Blue Sea Educational Consulting, Inc.
1038 West Jericho Turnpike
Smithtown, New York 11787

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Executive Director for Student Support Services

27. ASSIGNMENT OF AGREEMENT: SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

28. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, 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 their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

29. **GOVERNING LAW:** 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.

30. **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.

31. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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.

32. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

33. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; and 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party.

34. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

35. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver

of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

36. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

37. **COUNTERPARTS/ELECTRONIC SIGNATURE:** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SEAFORD UNION FREE SCHOOL DISTRICT

Date: _____ By: _____

BLUE SEA EDUCATIONAL CONSULTING, INC.

Date: 3/2/26 By: Nicholas Mosher

Appendix A

Blue Sea Educational Consulting, Inc.

Related Services

2026-2027 Rates

SERVICE	RATE
AAC/AT Staff or Parent Consulting & Training Individual	$209.00 per 60 minute session
AAC/AT Direct Student Services & Training Individual	$209.00 per 60 minute session
BIS 1:1 Paraprofessional Individual	$37.40 per 60 minute session
BIS 2:1 Paraprofessional Individual	$53.25 per 60 minute session
BIS Consulting Individual	$138.00 per 60 minute session
BIS Individual	$101.00 per 60 minute session
BIS Parent Counseling and Training Individual	$112.75 per 60 minute session
BIS Ph.D. Psychology Individual	$153.50 per 60 minute session
Certified Reading Specialist Group	$209.00 per 60 minute session
Certified Reading Specialist Individual	$133.00 per 60 minute session
CSE Meeting Individual – In District	$80.00 per meeting
Education & Literacy Screening Individual	$186.50 per 60 minute session

SERVICE	RATE
Educational Screening* Individual	$100.00 per screening
AAC/AT Evaluation* Individual	$210.00 per 60 minute session
Bilingual ADOS Evaluation* Individual	$180.00 per 60 minute session
ADOS Evaluation* Individual	$160.00 per 60 minute session
Behavioral FBA/BIP Evaluation* Individual	$138.00 per 60 minute session
Bilingual Educational Evaluation* Individual	$747.00 per evaluation
Educational Evaluation* Individual	$585.00 per evaluation
Classroom Observation Evaluation*	$100.00 per evaluation
Bilingual Classroom Observation Evaluation*	$125.00 per evaluation
Feeding Speech Language Evaluation* Bilingual Individual	$480.00 per evaluation
Feeding Speech Language Evaluation* Individual	$428.00 per evaluation
Bilingual Occupational Therapy Evaluation* Individual	$318.00 per evaluation
Occupational Therapy Evaluation* Individual	$266.00 per evaluation
Bilingual Physical Therapy Evaluation* Individual	$318.00 per evaluation
Physical Therapy Evaluation* Individual	$318.00 per evaluation

SERVICE	RATE
Bilingual PROMPT Speech Language Evaluation* Individual	$480.00 per evaluation
PROMPT Speech Language Evaluation* Individual	$428.00 per evaluation
Bilingual Psychoeducational Evaluation* Individual	$1,495.00 per evaluation
Psychoeducational Evaluation* Individual	$1,175.00 per evaluation
Bilingual Psychological Evaluation* Individual	$721.00 per evaluation
Psychological Evaluation* Individual	$642.00 per evaluation
Bilingual Social History Evaluation* Individual	$266.00 per evaluation
Social History Evaluation* Individual	$214.00 per evaluation
Specialized Reading Evaluation* Individual	$909.00 per evaluation
Bilingual Specialized Reading Evaluation* Individual	$950.00 per evaluation
Bilingual Speech Language Evaluation* Individual	$428.00 per evaluation
Speech Language Evaluation* Individual	$347.00 per evaluation
Occupational Therapy Consultation Individual	$75.00 per 30 minute session
Occupational Therapy Group In District & Private	$90.00 per 30 minute session
Occupational Therapy Individual Home, In District, Community	$70.00 per 30 minute session

SERVICE	RATE
Occupational Therapy Individual In District & Private	$53.00 per 30 minute session
Occupational Therapy Screening Individual	$80.00 per screening
Physical Therapy Consultation Individual	$80.00 per 30 minute session
Physical Therapy Group In District & Private	$101.00 per 30 minute session
Physical Therapy Individual Home, In District, Community	$80.00 per 30 minute session
Physical Therapy Individual In District & Private	$64.00 per 30 minute session
Physical Therapy Screening Individual	$80.00 per screening
School Psychologist Individual	$855.00 per day $128.00 per 60 minute session
Social Work & Counseling Group In District & Private	$133.00 per 60 minute session
Social Work & Counseling Individual	$101.00 per 60 minute session
Speech Language PROMPT Therapy Individual	$74.00 per 30 minute session
Speech Language Teletherapy Individual	$53.00 per 30 minute session
Speech Language Therapy Consultation Individual	$69.00 per 30 minute session
Speech Language Therapy Feeding Individual	$75.00 per 30 minute session
Speech Language Therapy Group In District & Private	$90.60 per 30 minute session

SERVICE	RATE
Speech Language Therapy Individual Home, In District, Community	$69.25 per 30 minute session
Speech Language Therapy Individual In District & Private	$58.60 per 30 minute session
Speech Language Therapy Screening Individual	$106.00 per screening
Team Meeting Individual	$96.00 per meeting
Translation Cantonese/Mandarin Individual	$63.00 per 60 minute session
Translation Creole Individual	$53.00 per 60 minute session
Translation Other Individual	$63.00 per 60 minute session
Translation Spanish Individual	$53.00 per 60 minute session

*Including written report

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783

Parents' Bill of Rights for Data Privacy and Security

The Seaford Union Free School District is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes. A student's data cannot be shared with an unauthorized person.

2. Parents have the right to inspect and review the contents of their child's education record from their school. Parents' have the right to see the records within forty-five (45) days and dispute any inaccuracies.

3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.

4. A complete list of all student data elements collected by the State Education Department is available for public review at: https://www.nysed.gov/data-privacy-security/student-data-inventory, or by writing to the Office of Information & Reporting Services, New York State Education Department, 89 Washington Avenue, Room 863 EBA, Albany, NY 12234.

5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Adele Pecora, Superintendent of Schools, 1600 Washington Avenue, Seaford, New York 11783. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors may be submitted to NYSED at https://www.nysed.gov/data-privacy-security/parents-and-students-file-privacy-complaint, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Room 152 EB, Albany, NY 12234, or email to privacy@nysed.gov or by telephone at (518) 474-0937.

6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.

8. Parents may access the State Education Department's Parents' Bill of Rights at: https://www.nysed.gov/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights

Acknowledged by: _____ Blue Sea Educational Consulting, Inc. _____ 3/2/26
Organization Date

blue sea
EDUCATIONAL CONSULTING, INC.

Statement of Reassignment & New York State Department of Health Provider Agreement 2026 – 2027

STATEMENT OF REASSIGNMENT

Blue Sea Educational Consulting Inc. (hereinafter 'Provider')

By this reassignment the above-named Provider agrees as follows:

1. To reassign all Medicaid reimbursements to your School District that Provider has contracted with for providing medical services billed under the School Supportive Health Services Program ("SSHSP");

2. To accept as payment in full the contracted reimbursement rates for covered services as agreed to under separate contract between Provider and School District;

3. To comply with all rules and policies as described under separate contract between Provider and School District;

4. To agree not to bill Medicaid directly for any services School District would be otherwise eligible to bill for under SSHSP.

Nothing in this Statement of Reassignment would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the SSHSP.

Acknowledged by: Nicholas Mortati Date: 2/11/2026

Name/Title: Nicholas Mortati, President

Form Update 02/01/2025

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act, **BLUE SEA EDUCATIONAL CONSULTING INC.** agrees as follows to:

(A)

(1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.

(2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.

(3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

(B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color national origin, handicap, age, sec, religion, and/or marital status.

(C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules, and Regulations of the State of New York.

Provider's Authorized Signature: Nicholas Mortati Date: 2/11/2026

Name/Title: Nicholas Mortati, President

1038 West Jericho Turnpike

Smithtown, NY 11787

See page 2 List of School Districts

BLUE SEA EDUCATIONAL CONSULTING INC.	
CONTRACTED SCHOOL DISTRICTS 2025-2026	
SCHOOL DISTRICT	**SCHOOL DISTRICT**
Amagansett UFSD	Malverne UFSD
Amityville UFSD	Massapequa Public Schools
Babylon UFSD	Merrick UFSD
Baldwin UFSD	Miller Place UFSD
Bay Shore UFSD	New Hyde Park-Garden City Park UFSD
Bellmore Merrick CHSD	North Babylon
Bellmore Public Schools	North Bellmore UFSD
Center Moriches UFSD	North Merrick UFSD
Copiague UFSD	North Shore CSD
Deer Park UFSD	Northport-East Northport UFSD
East Islip UFSD	Oceanside UFSD
East Meadow UFSD	Oyster-Bay-East Norwich CSD
East Rockaway Public Schools	Patchogue-Medford School District
East Williston UFSD	Plainedge Public Schools
Eastport/South Manor CSD	Plainview-Old Bethpage CSD
Elmont UFSD	Riverhead CSD
Elwood UFSD	Rockville Centre UFSD
Farmingdale UFSD	Rocky Point UFSD
Floral Park-Bellerose UFSD	Roosevelt UFSD
Franklin Square UFSD	Roslyn UFSD
Freeport Public Schools	Sachem Central Schools
Garden City Public Schools	Sayville Public Schools
Glen Cove CSD	Seaford UFSD
Great Neck UFSD	Sewanhaka CHSD
Greenport UFSD	Smithtown CSD
Half Hollow Hills CSD	South Country CSD
Hampton Bays UFSD	Southold UFSD
Harmony Heights	The Henry Viscardi School
Hempstead UFSD	Three Village CSD
Herricks Public Schools	Tuckahoe Common School District
Hicksville UFSD	Uniondale School District
Island Park UFSD	Valley Stream CHSD
Island Trees UFSD	Valley Stream District #24
Jericho UFSD	Valley Stream UFSD #13
Kings Park CSD	Valley Stream UFSD #30
Levittown UFSD	Wantagh UFSD
Lindenhurst UFSD	West Babylon UFSD
Locust Valley CSD	Westhampton Beach UFSD
Long Beach Public Schools	West Hempstead UFSD
Longwood CSD	Westbury Public Schools
Lynbrook UFSD	Western Suffolk BOCES
Manhasset Public Schools	William Floyd UFSD

AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 2026 by and between SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 1600 Washington Avenue, Seaford, New York 11783, and BLUE SEA EDUCATIONAL CONSULTING, INC. (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for purposes of this Agreement at 1038 West Jericho Turnpike, Smithtown, New York 11787.

WITNESSETH:

WHEREAS, SCHOOL DISTRICT is authorized by law to contract with independent contractors for the provision of academic tutoring in accordance with New York Education Laws; and

WHEREAS, SERVICE PROVIDER is in the business of providing services in the area of academic tutoring; and

WHEREAS, SCHOOL DISTRICT desires that SERVICE PROVIDER provide the academic tutoring services of its supervised professional staff in an approved setting; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide academic tutoring services to SCHOOL DISTRICT.

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

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period July 1, 2026 to June 30, 2027, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:**

   a. SERVICE PROVIDER shall provide academic tutoring services as set forth herein in accordance with the State Education regulations, using only teachers certified by the New York State Education Department. SERVICE PROVIDER shall provide services to the students only on SCHOOL DISTRICT's day of normal operation. The program shall consist of common branch instruction for grades K-12 in English, Mathematics, Social Studies, Science, and other major courses of study as required by SCHOOL DISTRICT. Elementary students will receive two (2) hours of instruction per day, up to and including ten (10) hours per week. Secondary school students will receive three (3) hours of instruction per subject per week, for a maximum of five (5) subjects and fifteen (15) hours per week. SERVICE PROVIDER shall conduct its program in a community center, library, or designated school premises, as agreed upon by SCHOOL DISTRICT, or an appropriate public place. Tutoring shall not take place in a student's home unless an adult of eighteen (18) years of age or older is present.

b. SCHOOL DISTRICT reserves the right to monitor and or evaluate the services provided by SERVICE PROVIDER by conducting on site visits and observations, surveys and or interviews with participants and stakeholders, document collection and review and any other applicable means. Services must be appropriate, allowable and consistent with SCHOOL DISTRICT funding source requirements and guidelines.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the rates set forth in Appendix A.

4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

5. **INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER's

costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER's sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any student covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.

b. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER fail to attend a session for any reason whatsoever. Should SCHOOL DISTRICT cancel a session, for any reason whatsoever, and SCHOOL DISTRICT provides at least twenty-four (24) hours' notice of such cancellation to SERVICE PROVIDER, SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. In the event SCHOOL DISTRICT does not provide twenty-four (24) hours' notice of the cancellation, SERVICE PROVIDER may charge for up to one (1) hour of service for the cancellation, not to exceed the length of the scheduled session. SERVICE PROVIDER agrees to use the canceled session's time to do required paperwork or other student-related work for SCHOOL DISTRICT.

9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all

forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **COMPLIANCE WITH LAW:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education ("SAVE") legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. During the term of the within Agreement, if SERVICE PROVIDER is notified of a change in the individual's clearance status, SERVICE PROVIDER shall promptly notify SCHOOL DISTRICT. In the event that SERVICE PROVIDER utilizes an individual who is required to and who has not obtained fingerprinting clearance with the State Education Department or whose clearance status has changed, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **REPORTS OF STUDENTS:** SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that SERVICE PROVIDER may render full and complete reports concerning the progress of the student(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on SERVICE PROVIDER.

13. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each student's progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the student(s) covered by the terms of this Agreement, and will render such additional reports as may be required by SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, *i.e.*, January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the student's progress as may be required by SCHOOL DISTRICT.

14. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).

15. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.

16. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT

rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

17. **PHOTO I.D.:** SERVICE PROVIDER shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

18. **ATTENDANCE RECORDS:** SERVICE PROVIDER shall maintain monthly attendance records which shall be submitted to SCHOOL DISTRICT at the end of each month. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.

19. **TERMINATION:**

a. SCHOOL DISTRICT reserves the right to terminate this Agreement without cause, with seven (7) days' written notice to SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.

b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from SCHOOL DISTRICT to SERVICE PROVIDER.

20. **NON-EXCLUSION FROM PROGRAM PARTICIPATION:** SERVICE PROVIDER represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event SERVICE PROVIDER is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the within agreement, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to SERVICE PROVIDER, SCHOOL DISTRICT reserves the right to immediately cease contracting with SERVICE PROVIDER.

SERVICE PROVIDER further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),

- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and

- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, SERVICE PROVIDER will notify SCHOOL DISTRICT in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the term of this Agreement will immediately cease services and be replaced with an eligible individual.

21. **CONFIDENTIALITY AND DATA SECURITY AND PRIVACY STANDARDS:**

a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its 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. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law § 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information (hereinafter referred to as "PII") from education records, and it shall:

i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;

ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;

iii. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of education records in its custody; and

iv. 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 and the National Institute of Standards and Technology Cyber Security Framework Version 2.0.

c. SERVICE PROVIDER has no property or licensing rights or claims of ownership to PII, and SERVICE PROVIDER must not use PII for any purpose other than to provide the services set forth in the Agreement. Neither the services provided nor the manner in which such services are provided shall violate New York law.

d. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

e. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law § 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:

i. the exclusive purposes for which the student data will be used;

ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;

iii. that student data will be returned or destroyed upon expiration of the Agreement;

iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and

v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

f. Upon request by SCHOOL DISTRICT, SERVICE PROVIDER shall provide SCHOOL DISTRICT with copies of its policies and related procedures that pertain to the

protection of PII and may be made available in a form that does not violate SERVICE PROVIDER's own information security policies, confidentiality obligations, and applicable laws. In addition, SERVICE PROVIDER may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, SCHOOL DISTRICT's policies applicable to SERVICE PROVIDER, and alignment with the NIST Cybersecurity Framework performed by an independent third party at SERVICE PROVIDER's expense, and provide the audit report to SCHOOL DISTRICT. SERVICE PROVIDER may provide SCHOOL DISTRICT with a recent industry standard independent audit report on SERVICE PROVIDER's privacy and security practices as an alternative to undergoing an audit.

g. The following requirements apply if SERVICE PROVIDER will use subcontractors that have access to PII in the course of providing the services:

   i. SERVICE PROVIDER shall only disclose PII to SERVICE PROVIDER's employees and subcontractors who need to know the PII in order to provide the services and the disclosure of PII shall be limited to the extent necessary to provide such services. SERVICE PROVIDER shall ensure that all such employees and subcontractors comply with the terms of this provision.

   ii. SERVICE PROVIDER must ensure that each subcontractor performing functions pursuant to the Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this provision.

   iii. SERVICE PROVIDER shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this provision, SERVICE PROVIDER shall notify SCHOOL DISTRICT and remove such subcontractor's access to PII and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this provision. In the event there is an incident in which the subcontractor compromises PII, SERVICE PROVIDER shall follow the data breach reporting requirements set forth herein.

   iv. SERVICE PROVIDER shall take full responsibility for the acts and omissions of its employees and subcontractors.

   v. SERVICE PROVIDER must not disclose PII to any other party unless such disclosure is required by statute, court order, or subpoena, and SERVICE PROVIDER makes a reasonable effort to notify SCHOOL DISTRICT of the court order or subpoena in advance of compliance but in any case, provides notice to SCHOOL DISTRICT no later than the time the PII is disclosed, unless such disclosure to SCHOOL DISTRICT is expressly prohibited by the statute, court order or subpoena.

h. SERVICE PROVIDER shall ensure that all its employees and subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

i. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. Notifications required pursuant to this section must be in writing, given by personal delivery, or by registered or certified mail, and must, to the extent available, include, (1) a description of the breach which includes the date of the incident and the date of discovery, (2) the types of PII affected and the number of records affected, (3) a description of SERVICE PROVIDER's investigation, and (4) the contact information for representatives who can assist SCHOOL DISTRICT. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

j. SERVICE PROVIDER agrees that it will cooperate with SCHOOL DISTRICT and law enforcement, where necessary, in any investigations into a breach. Any costs incidental to the required cooperation or participation of SERVICE PROVIDER or its authorized users, as related to such investigations, will be the sole responsibility of SERVICE PROVIDER if such breach is attributable to SERVICE PROVIDER or its subcontractors.

k. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of $5,000 or up to $20 per student, teacher, and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

l. Except as set forth in paragraph (k) above, in the event SERVICE PROVIDER violates Education Law § 2-d, said violation shall be punishable by a civil penalty of up to $1,000. A second violation involving the same data shall be punishable by a civil penalty of up to $5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to $10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law § 899-aa(6)(a).

m. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

n. The following procedure shall take place upon the termination of the Agreement:

    i. SERVICE PROVIDER agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage

medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing services to SCHOOL DISTRICT, unless such retention is either expressly authorized for a prescribed period by the Agreement or other written agreement between the parties, or expressly requested by SCHOOL DISTRICT for purposes of facilitating the transfer of PII to SCHOOL DISTRICT or expressly required by law. As applicable, upon expiration or termination of the Agreement, SERVICE PROVIDER shall transfer PII, in a format agreed to by the parties to SCHOOL DISTRICT.

ii. If applicable, once the transfer of PII has been accomplished in accordance with SCHOOL DISTRICT's written election to do so, SERVICE PROVIDER agrees to return or destroy all PII when the purpose that necessitated its receipt by SERVICE PROVIDER has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of SERVICE PROVIDER in a secure data center and/or cloud-based facilities that remain in the possession of SERVICE PROVIDER or its subcontractors, SERVICE PROVIDER shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

iii. SERVICE PROVIDER shall provide SCHOOL DISTRICT with a written certification of the secure deletion and/or destruction of PII held by SERVICE PROVIDER or its subcontractors.

iv. To the extent that SERVICE PROVIDER and/or its subcontractors continue to be in possession of any de-identified data (*i.e.*, data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

o. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

22. **HIPAA AND FERPA ACKNOWLEDGMENT:** 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 and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

23. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, members of the Board of Education, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, 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.

24. **INSURANCE:**

a. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on SERVICE PROVIDER's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

b. The policy naming SCHOOL DISTRICT as an additional insured shall:

   i. be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State.

   ii. state that SERVICE PROVIDER's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees, and volunteers with a waiver of subrogation in favor of SCHOOL DISTRICT for all coverages including Workers' Compensation.

c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.

d. The certificate of insurance must describe the specific services provided by SERVICE PROVIDER that are covered by the liability policies.

e. At SCHOOL DISTRICT's request, SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, SERVICE PROVIDER will provide a copy of the policy endorsements and forms.

f. SERVICE PROVIDER agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

g. Required Insurance:

i. **Commercial General Liability Insurance:**
$1,000,000 per Occurrence/$2,000,000 Aggregate
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Sexual Misconduct and Assault
$100,000 Fire Damage
$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

ii. **Automobile Liability (if applicable):**
$1,000,000 combined single limit for owned, hired, borrowed, and non-owned motor vehicles.

iii. **Workers' Compensation, Employers' Liability/N.Y.S. Disability/N.Y.S. Paid Family Leave:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits/N.Y.S. Paid Family Leave Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law § 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly to the WC Board online.

iv. **Professional Errors and Omissions Insurance:**
$2,000,000 per occurrence/$2,000,000 aggregate for the professional acts of SERVICE PROVIDER performed under the contract for SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

v. **Umbrella/Excess Insurance:**
$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

h. SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to SCHOOL DISTRICT.

SERVICE PROVIDER is to provide SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any or all rights held by SCHOOL DISTRICT.

i. If SERVICE PROVIDER utilizes independent contractors, proof of coverage that extends to the independent contractors must be provided. If independent contractors are required to provide professional errors and omissions coverage of their own, then proof of this coverage must also be provided.

25. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Blue Sea Educational Consulting, Inc.
1038 West Jericho Turnpike
Smithtown, New York 11787

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783
Attn: Executive Director for Student Support Services

26. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

27. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, 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 their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

28. **GOVERNING LAW:** 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.

29. **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.

30. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, 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.

31. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

32. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

33. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

34. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

35. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

36. **COUNTERPARTS/ELECTRONIC SIGNATURE:** This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SEAFORD UNION FREE SCHOOL DISTRICT

Date: _____ By: _____

BLUE SEA EDUCATIONAL CONSULTING, INC.

Date: 3/2/26 By: _____

Appendix A

Blue Sea Educational Consulting, Inc.

Academic Tutoring

2026-2027 Rates

SERVICE	RATE
Home Instruction – General Education Individual	$80.00 per 60 minute session
Home Instruction – Special Education Individual	$90.00 per 60 minute session
Resource Room Services Group In District/Private	$130.00 per 60 minute session
Resource Room Services Individual	$85.00 per 60 minute session
Tutoring General Education Individual	$80.00 per 60 minute session
Tutoring General Education Group	$150.00 per 60 minute session
Tutoring Special Education Individual	$90.00 per 60 minute session
Tutoring Special Education Group	$175.00 per 60 minute session

Seaford Union Free School District
1600 Washington Avenue
Seaford, New York 11783

Parents' Bill of Rights for Data Privacy and Security

The Seaford Union Free School District is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes. A student's data cannot be shared with an unauthorized person.

2. Parents have the right to inspect and review the contents of their child's education record from their school. Parents' have the right to see the records within forty-five (45) days and dispute any inaccuracies.

3. The confidentiality of a student's personally identifiable information is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.

4. A complete list of all student data elements collected by the State Education Department is available for public review at: https://www.nysed.gov/data-privacy-security/student-data-inventory, or by writing to the Office of Information & Reporting Services, New York State Education Department, 89 Washington Avenue, Room 863 EBA, Albany, NY 12234.

5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Adele Pecora, Superintendent of Schools, 1600 Washington Avenue, Seaford, New York 11783. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors may be submitted to NYSED at https://www.nysed.gov/data-privacy-security/parents-and-students-file-privacy-complaint, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Room 152 EB, Albany, NY 12234, or email to privacy@nysed.gov or by telephone at (518) 474-0937.

6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

7. If the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.

8. Parents may access the State Education Department's Parents' Bill of Rights at: https://www.nysed.gov/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights

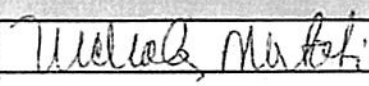
Acknowledged by: _____ Blue Sea Educational Consulting, Inc. _____ 3/2/26
Organization Date

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

As per the Agreement between the undersigned and the School District, this information must be completed by the Service Provider within ten (10) days of execution of the Agreement.

Name of Provider:	Blue Sea Educational Consulting, Inc.
Description of the purpose(s) for which Provider will receive/access PII:	See attached Blue Sea Data Security & Privacy Plan
Type of PII that Provider will receive/access:	Check all that apply: ■ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: 7/1/26 Contract End Date: 6/30/27
Subcontractor Written Agreement Requirement:	Provider will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by State and Federal laws and regulations, and the Contract. (check applicable option) ☐ Provider will not utilize subcontractors. ■ Provider will utilize subcontractors.
Data Transition and Secure Destruction:	Upon expiration or termination of the Contract, Provider shall: • Securely transfer data to the School District, or a successor provider at the School District's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy:	Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting the School District. If a correction to data is deemed necessary, the School District will notify Provider. Provider agrees to facilitate such corrections within 21 days of receiving the School District's written request.

Secure Storage and Data Security:	**Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)** ■ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution. ☐ Other: **Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:** See attached Blue Sea Data Security & Privacy Plan
Encryption:	**Data will be encrypted while in motion and at rest.**

PROVIDER	
[Signature]	
[Printed Name]	Nicholas Mortati
[Title]	President
Date:	3/2/26

blue sea
EDUCATIONAL CONSULTING, INC

2026- 2027 School Year Documents

- **Form W-9**
- **IEP Direct Frontline Confidentiality & Non-Disclosure Agreement**
- **Statement of Reassignment & NYS Department of Health Provider Agreement**
- **Provider Agreement (SSHSP)**
- **Blue Sea Data Security & Privacy Plan**

(9 Pages with Cover)

IEP DIRECT.COM FRONTLINE CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

(2026 – 2027 School Year)

- Blue Sea Educational Consulting Inc. ("Blue Sea") and its employees and providers agree to maintain the confidentiality to the best of our ability of our Login Identification and Password provided by the Client School District, and not share this information with anyone not similarly bound by an IEPDirect.com confidentiality agreement such as an Independent Contractor or other Provider affiliated with Blue Sea.

- Blue Sea agrees to inform the School District as soon as practicable if our login identification and password are stolen or compromised in any manner upon notice of same.

- Blue Sea agrees to take every responsible step to ensure the confidentiality of access to IEP Direct by or through our company computers, including limiting access to contents, screens or workings of IEPDirect.com in any manner to any one not otherwise employed by Blue Sea, or not otherwise authorized to access the program.

Acknowledged by: Nicholas Mortati Date: 2/11/2026

Name/Title: Nicholas Mortati, President

Form Update 02/01/2025

blue sea
EDUCATIONAL CONSULTING, INC.

Statement of Reassignment & New York State Department of Health Provider Agreement 2026 – 2027

STATEMENT OF REASSIGNMENT

Blue Sea Educational Consulting Inc. (hereinafter 'Provider')

By this reassignment the above-named Provider agrees as follows:

1. To reassign all Medicaid reimbursements to your School District that Provider has contracted with for providing medical services billed under the School Supportive Health Services Program ("SSHSP");

2. To accept as payment in full the contracted reimbursement rates for covered services as agreed to under separate contract between Provider and School District;

3. To comply with all rules and policies as described under separate contract between Provider and School District;

4. To agree not to bill Medicaid directly for any services School District would be otherwise eligible to bill for under SSHSP.

Nothing in this Statement of Reassignment would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the SSHSP.

Acknowledged by: Nicholas Mortati Date: 2/11/2026

Name/Title: Nicholas Mortati, President

Form Update 02/01/2025

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act, **BLUE SEA EDUCATIONAL CONSULTING INC.** agrees as follows to:

(A)

(1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.

(2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.

(3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

(B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color national origin, handicap, age, sec, religion, and/or marital status.

(C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules, and Regulations of the State of New York.

Provider's Authorized Signature: Nicholas Mortati Date: 2/11/2026

Name/Title: Nicholas Mortati, President

1038 West Jericho Turnpike

Smithtown, NY 11787

See page 2 List of School Districts

BLUE SEA EDUCATIONAL CONSULTING INC.	
CONTRACTED SCHOOL DISTRICTS 2025-2026	
SCHOOL DISTRICT	**SCHOOL DISTRICT**
Amagansett UFSD	Malverne UFSD
Amityville UFSD	Massapequa Public Schools
Babylon UFSD	Merrick UFSD
Baldwin UFSD	Miller Place UFSD
Bay Shore UFSD	New Hyde Park-Garden City Park UFSD
Bellmore Merrick CHSD	North Babylon
Bellmore Public Schools	North Bellmore UFSD
Center Moriches UFSD	North Merrick UFSD
Copiague UFSD	North Shore CSD
Deer Park UFSD	Northport-East Northport UFSD
East Islip UFSD	Oceanside UFSD
East Meadow UFSD	Oyster-Bay-East Norwich CSD
East Rockaway Public Schools	Patchogue-Medford School District
East Williston UFSD	Plainedge Public Schools
Eastport/South Manor CSD	Plainview-Old Bethpage CSD
Elmont UFSD	Riverhead CSD
Elwood UFSD	Rockville Centre UFSD
Farmingdale UFSD	Rocky Point UFSD
Floral Park-Bellerose UFSD	Roosevelt UFSD
Franklin Square UFSD	Roslyn UFSD
Freeport Public Schools	Sachem Central Schools
Garden City Public Schools	Sayville Public Schools
Glen Cove CSD	Seaford UFSD
Great Neck UFSD	Sewanhaka CHSD
Greenport UFSD	Smithtown CSD
Half Hollow Hills CSD	South Country CSD
Hampton Bays UFSD	Southold UFSD
Harmony Heights	The Henry Viscardi School
Hempstead UFSD	Three Village CSD
Herricks Public Schools	Tuckahoe Common School District
Hicksville UFSD	Uniondale School District
Island Park UFSD	Valley Stream CHSD
Island Trees UFSD	Valley Stream District #24
Jericho UFSD	Valley Stream UFSD #13
Kings Park CSD	Valley Stream UFSD #30
Levittown UFSD	Wantagh UFSD
Lindenhurst UFSD	West Babylon UFSD
Locust Valley CSD	Westhampton Beach UFSD
Long Beach Public Schools	West Hempstead UFSD
Longwood CSD	Westbury Public Schools
Lynbrook UFSD	Western Suffolk BOCES
Manhasset Public Schools	William Floyd UFSD

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 1st day of July, 2025 by and between the Board of Education of the Plainedge Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 241 Wyngate Drive, North Massapequa, NY 11758, and the Board of Education of the Seaford Union Free School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 1600 Washington Avenue, Seaford, NY 11783,

W I T N E S S E T H

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 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 July 1, 2025 through June 30, 2026, 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 will 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, SENDER agrees to pay PROVIDER the sum of $1,134.03 per eligible pupil for the 2025-2026 school year.

6. 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.

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 SENDER 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 SENDER 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 SENDER'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:

SENDER: Superintendent of Schools
Seaford Union Free School District
1600 Washington Avenue
Seaford, NY 11783

PROVIDER: Superintendent of Schools
Plainedge Union Free School District
241 Wyngate Drive
North Massapequa, NY 11758

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 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.

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 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. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

23. 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 SENDER School District.

24. This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature.

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

SENDER School District
Seaford Union Free School District

_____
Superintendent of Schools

SENDER School District,
Seaford Union Free School District

_____
President, Board of Education

PROVIDER School District,
Plainedge Union Free School District

_____
President, Board of Education

ADDENDUM #1
ENHANCED BEHAVIOR SUPPORT SERVICES (EBSS)
PROCESS/PROCEDURES

The following terms and conditions of this Addendum apply to the 2025-2026 Services Agreement between Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter "Kidz Educational Services") and the Seaford UFSD (hereinafter the "School District").

Upon inception of Enhanced Behavior Support Services, a student will enter into a 6-week assessment period in which the clinical staff will further evaluate the student's level of needs. During this 6-week time period the student will be assigned two staff members (1 to 2 ratio) at all times a Primary and an Additional Support staff. At the end of the 6-week assessment period a meeting will be convened to review the student's status and it will be determined if the level of the student's behavioral needs continue to require an Additional Support staff member (1 to 2 ratio), or if the ratio can be reduced to solely the Primary, one-to-one. In some instances, when a student is presenting with more severe behavioral challenges, it may be determined to provide additional staff to maintain safety (1 to 3, 1 to 4). Any additional staff needed will be billed at the Additional Support hourly rate. The EBSS is not a proper service if the student requires more than 4 staff to maintain safety.

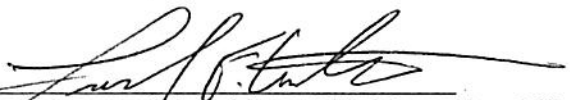
As outlined in our rate sheet, to maintain the quality of our Enhanced Behavior Support Services includes hiring, training, and maintaining staff for each individual student and a room (physical space) within our facility, the School District will be responsible for full payment of services, even when the student is absent. This applies to all child absences regardless of reason (child, parent, or District). This will reserve the student's placement for receiving services in the event of excessive absences.
In the event that the student is absent for 4 consecutive days, the School District will be notified.

In the event that the student is absent for 2 consecutive weeks, a meeting/tele-conference will be scheduled to determine if Enhanced Behavior Support Services will be maintained or forfeited. If the School District decides to continue student's services, the district will continue to be billed for services.

In the event that the student's services are forfeited, and the School District would like to request the Enhanced Behavior Support Services be resumed at a later date, the student will be reassessed and placement is subject to space availability at that time.

If services are not delivered due to an issue related to Kidz Educational Services (e.g., EBSS Location is closed), then the School District will not be charged for the non-delivery of services.

When a student is transitioning to a new placement and EBSS staff is requested to assist then the EBSS rates will apply.

Provider signature 
Provider Name, Title: Dr. Leonard Caltabiano, Chief Executive Officer
Tax ID # 84-3700766
Date 1/29/26

School District Representative Signature_____
Representative Name, Title_____
Date _____

ADDENDUM #1
ENHANCED BEHAVIOR SUPPORT SERVICES (EBSS)
PROCESS/PROCEDURES

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When a student is transitioning to a new placement and EBSS staff is requested to assist then the EBSS rates will apply.

Provider signature 
Provider Name, Title: Dr. Leonard Caltabiano, Chief Executive Officer
Tax ID # 84-3700766
Date 1/15/26

School District Representative Signature _____
Representative Name, Title _____
Date _____

Seaford Union Free School District

Project#: 2M-993909 Financed

AGREEMENT made this ____ day of _____, 20____ by and between the Seaford Union Free School District, (herein the "School District"), with its principal offices at the Seaford Administration, located at 1600 Washington Ave., Seaford, NY 11783 and THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY, (herein, "BOCES"), with its principal offices at George Farber Administrative Center, 71 Clinton Road, Garden City, NY 11530.

WHEREAS, in support of the Nassau BOCES other instructional services, Nassau BOCES and the School District are participating in Nassau BOCES' Arts In Education: Instructional Musical Instrument Service, shared cooperative services which build musical instruction through the lease-purchase of musical equipment, (herein "Shared Services"), and

WHEREAS, the School District wishes to expand its participation in Shared Services through the addition of equipment as listed in Exhibit A; which shall be connected to the School District's Musical Instrument Program, and which will be installed at mutually agreed upon sites within the School District (herein the "Participating Sites"); and

WHEREAS, the School District requires certain equipment, musical instruments and/or other services to participate in the Shared Service within the Participating Sites, and such equipment and services constitute ordinary expenses necessary for providing educational services to the School District; and

WHEREAS, BOCES is willing to provide certain equipment and services to the School District, subject to and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, BOCES and the School District agree as follows:

1. BOCES shall complete the purchase of the instruments described in Exhibits A attached hereto and made a part hereof (Hereinafter referred to collectively as the "Equipment"). During the term of this Agreement, BOCES shall dedicate the Equipment to the School District's sole and exclusive use as long as the School District participates in Shared Services, subject to and upon the terms and conditions set forth in this Agreement.
2. Upon the execution and delivery of this agreement by the School District, the School District shall pay to BOCES the sum of $100,129.44 over a four (4) year period as stated in Exhibit D. This represents the approximate cost of the Equipment and Services over the length of the contract.
3. Following the purchase of the Equipment by BOCES, BOCES shall deliver or schedule the setup or delivery with a mutually approved vendor. The School District shall fully cooperate with BOCES and the vendors and

suppliers of the Equipment to implement the transactions contemplated by this Agreement and shall take all action, reasonably requested by BOCES:

a. During the term of this Agreement, the School District shall identify and designate a person or persons who shall be responsible for assisting BOCES (and the vendors or suppliers of the Equipment) with respect to the delivery and setup of the Equipment and the implementation of Shared Services within the Participating Sites (the "School District Designee") who shall, without limitation, assume lead responsibility for learning and administering the Shared Services at Participating Districts. The School District Designee shall have full and complete authority to act on behalf of the School District with respect to all matters under this Agreement and shall act as the liaison between the School District and BOCES and any third party acting on behalf of or in conjunction with BOCES in connection with the implementation of Shared Services as contemplated by this Agreement.

b. During the term of this Agreement, representatives and designees of BOCES shall have access to the School District's facilities and telephones, including the Participating Sites, from 8:30 a.m. to 4:00 p.m. for the purpose of site preparation, equipment setup and professional development training, support and maintenance as provided for in this Agreement. The School District acknowledges and agrees that access to such facilities and telephones may also be required outside of normal working hours which such access shall be granted by the School District upon reasonable notice.

c. The School District shall be responsible for all site preparation necessary or desirable to consummate the transactions contemplated by this Agreement which shall include, without limitation:

    i. To assure that all sites where delivery of the Equipment is expected, are ready for the setup and delivery of the Equipment including, without limitation, providing proper security, storage, and appropriate climate control to protect the Equipment in accordance with the Agreements between BOCES and each of the manufacturers, vendors and/or suppliers of the equipment or providers of any services to be provided by BOCES hereunder (Vendor Agreements"), or as BOCES may reasonably specify.

    ii. The removal or moving of all heavy furniture, file cabinets, desks and supplies, etc as necessary, from the delivery site and any other areas necessary to gain access to the delivery site as needed to complete the project.

d. The School District shall comply with the requirements of all manufacturers, vendors or suppliers of the Equipment to keep each and every Equipment manufacturer's, vendor's and/or supplier's warranty and/or maintenance agreement in full force and effect.

4. Upon the School District's receipt of the Equipment, it shall bear the risk of all loss and damage to the Equipment and shall keep the Equipment at a location or locations as agreed to with BOCES, which shall in all cases be readily accessible by BOCES at a time(s) as mutually agreed upon by the School District and BOCES. The School District shall not alter, make additions to or utilize or interconnect any device to the Equipment without BOCES' prior written consent and the School District shall remove any such alterations,

attachments and additions and restore the Equipment to its unaltered condition before returning it to BOCES. The School District further agrees to be bound by the following terms and conditions:

a. The School District shall not make any alterations or additions to the Equipment without BOCES' prior written consent. An alteration is any change to the Equipment which deviates from the manufacturer's physical or mechanical design, whether or not additional devices or parts are used.
b. The School District shall remove any alteration or attachment and restore the Equipment to its unaltered condition before returning it to BOCES.
c. The School District shall furnish all labor and costs for unpacking and packing the Equipment.
d. The School District shall not assign, transfer or encumber any of the Equipment.
e. The School District shall not distribute the Equipment to any third party.
f. The School District shall follow the procedures described in the Service Delivery Standards Document for the Shared Services, copies of which will be provided to the School District.
g. The School District shall not, without the prior written consent of BOCES, use the name, trade name, trademark or other designations of BOCES, or any manufacturer, vendor or supplier of the Equipment in any promotion or publication.
h. The School District shall ensure that anyone who uses the Equipment (either on or off site) does so only for the School District's authorized use.
i. At the completion, expiration or termination of this Agreement, if BOCES agrees or is required to remove the equipment from the Participating Sites or any other School District premises, the School District shall pay BOCES for all costs and expense of such removal and disposal. The cost of such removal and disposal will be determined by BOCES at the time of such removal and disposal.

5. During the term of this Agreement, in connection with the School District's participation in Shared Services, BOCES will provide to the School District training, maintenance and coordination support services as provided for in Exhibit B and attached hereto and made a part hereof. Such services may be provided by one or more BOCES' staff members and/or designees. The training includes routine care and proper handling of the Equipment.
6. During the term of this Agreement, and for so long as the School District continues to participate in Shared Services the School District shall continue to comply with the requirements of each Equipment manufacturer, supplier or vendor to keep manufacturer's warranties and maintenance agreements in full force and effect. Notwithstanding anything to the contrary contained in this Agreement, BOCES obligation to repair and/or replace defective Equipment shall be subject to all of the terms and conditions set forth in Exhibit C attached hereto and made a part hereof.
7.

a. The School District shall promptly pay to BOCES all of BOCES' costs associated with purchasing the Equipment including without limitation, all costs and charges imposed upon BOCES pursuant to any purchase agreement and/or related agreement based on forty-eight (48) equal monthly payments.

BOCES shall furnish the School District with a schedule in accordance with the schedule of payments when the equipment costs have been determined by BOCES (the "Equipment Purchase Schedule"). In addition to the foregoing costs relating to the purchase of the Equipment, during the term of this Agreement, the School District shall pay BOCES all of BOCES' Project Fees and Other Program Fees of payments provided for in Exhibit D attached hereto and made a part hereof. For the Academic Year commencing 6-1-2026 the Initial Payment as shown on Exhibit D shall be due and payable 15 days after agreement is signed, except where said schedule refers to estimated costs actual costs shall be utilized if available. When payment is made based on estimated costs, School District shall remain liable to BOCES and shall promptly pay BOCES for such actual costs when determined. Each Academic Year thereafter, the School District shall pay BOCES the Ongoing Payments provided for in Exhibit D, which shall be payable in 12 equal monthly installments on the 1st day of each month commencing in the month of July during the Academic Year except where said schedule refers to estimated costs actual costs shall be utilized if available and School District shall remain liable to BOCES and shall promptly pay BOCES for such actual costs when determined. For the purposes of this Agreement, "Academic Year" shall mean the period commencing on July 1 and ending on June 30 of the immediately following year. Notwithstanding anything contained in this Section 7(a), Exhibit D or elsewhere in this Agreement to the contrary, in the event that the School District requests any modifications to the Equipment, including but not limited to the equipment to be purchased and/or any material modification relating to the delivery and setup of the equipment, and/or if the School District requests any modifications or enhancements to the Equipment, or additional training or service in excess of the training or services provided for in Exhibit B to this Agreement, the School District shall reimburse BOCES for any additional costs or expenses associated with such matters as then agreed upon in a new written contract between BOCES and the School District. Furthermore, any other changes with respect to the School District's participation in Shared Services and the cost the equipment, equipment upgrades or other services not specifically provided for in the Agreement shall be subject to a separate agreement between the parties. If the delivery of the Equipment, or any of the Services need to be completed outside of regular business hours (after 4 p.m. weekdays, evening and/or weekends) by BOCES agents or employees, the School District shall be responsible to reimburse BOCES for any additional costs incurred. BOCES shall obtain permission from the Assistant Superintendent for Business, in writing, prior to the start of any work outside of regular business hours. By way of illustration and not of limitation, such costs would include, among other things, overtime rates and meal allowances as per the applicable BOCES collective bargaining agreements. Additional expenses will be charged to the School District at BOCES' cost.

b. The School District shall pay all sums to BOCES provided for in this Agreement without any set-off, offset, abatement or deduction whatsoever which prohibition includes, without limitation, any sums

which the School District may claim to be due it from BOCES under any other provision of this Agreement.

8. Fees and rates for support, professional development and base subscriptions services are provided as estimates only and are subject to review and change at the close of each fiscal year. Any modifications will be reflected in the appropriate years' annual eLOI.

9.

a. In the event that the School District fails to make any payment or charge under this Agreement within 30 days after the date when any such payment or charge shall be due and payable, or if the School District fails to perform any other obligation under this Agreement, BOCES may, but is not obligated to, terminate this Agreement by giving notice to the School District. Upon such termination, the School District shall, at its own cost and expense, immediately peaceably surrender and return the Equipment to BOCES in good working order and condition, subject to ordinary wear and tear, packed for shipment in accordance with manufacturer specifications, freight prepaid and insured to BOCES or its assignee's authorized storage facility in Nassau County, or as otherwise directed by BOCES, and the School District shall be liable for and shall immediately pay BOCES upon demand any and all payments, costs and expenses hereunder which have become due and payable prior to the effective date of such termination.

b. In addition to the foregoing, upon such termination, the School District shall remain liable to BOCES and shall continue to pay BOCES all remaining payments to BOCES in accordance with the Schedule of Payments provided for in Exhibit D hereto.

10.

a. The term of this Agreement shall commence on 6-1-2026, upon the execution hereof by BOCES and the School District and shall terminate on 5-31-2030, unless terminated earlier in accordance with the terms and conditions of this Agreement. Subject to paragraph (c) below, after the School District has made all payments to BOCES, whether by acceleration or otherwise, the School District shall have the option to purchase (the "Purchase Option") the Equipment from BOCES for the value of the equipment as determined by BOCES.

b. The Purchase Option shall be exercised by notice from the School District to BOCES not later than 30 days after the School District shall have made all payments required under this Agreement. If the School District does not exercise the Purchase Option, it shall, at its own cost and expense, return the Equipment to BOCES in good working order and condition, subject to ordinary wear and tear, packed for shipment in accordance with manufacturer specifications, freight prepaid and insured to BOCES' or its assignee's authorized storage facility in Nassau County, or as otherwise directed by BOCES.

c. Notwithstanding anything contained in this Agreement, including this Section 10, to the contrary, in the event that this Agreement is terminated for any reason whatsoever and the School District does not

exercise the Purchase Option or is not entitled to exercise the Purchase Option, the School District shall, in BOCES' discretion, and at the School District's sole cost and expense:

i. return the Equipment to BOCES packed for shipment in accordance with manufacturer specifications, freight prepaid and insured, to BOCES' or its assignee's authorized storage facility in Nassau County, or as otherwise directed by BOCES, and promptly reimburse BOCES for all costs related to disposing of the Equipment in accordance with all applicable laws, rules and regulations.

11. During the term of this Agreement the School District, at its sole cost and expense, shall obtain and maintain fire and theft insurance covering all of the Equipment for its replacement cost through insurance carriers satisfactory to BOCES. Upon request by BOCES, the School District shall promptly provide BOCES with evidence of such insurance coverage. Notwithstanding the foregoing, BOCES, in its sole and absolute discretion may obtain such insurance on behalf of the School District and the School District shall immediately reimburse BOCES for all costs and expenses of such insurance.

12.

a. Except for the warranties and agreements expressly provided for herein, the Equipment is provided on an "as is" basis and there are no warranties, express or implied (including any regarding merchant-ability of fitness for a particular purpose), not specified herein, respecting services performed or equipment and materials furnished under this Agreement.

b. Notwithstanding anything to the contrary contained in this Agreement including Section 13 (c) hereof, BOCES shall not be liable for any loss of profits, loss of use, or indirect, special, incidental or consequential damages of any kind in connection with or arising out of failure to furnish or furnishing of services, equipment, or materials or the performance or maintenance under this Agreement whether or not alleged in connection with tortious conduct or otherwise; no obligation or liability shall arise or flow out of BOCES' rendering technical or other advice in connection with service, equipment or materials; BOCES' maximum liability regardless of the form of action taken shall not in any event exceed the amounts actually due and received by BOCES pursuant to the Schedule of Payments provided for in Exhibit D attached hereto.

c. BOCES is excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of BOCES or any of its subcontractors or vendors or suppliers. These contingencies include, without limitation, pandemic, epidemic, war, sabotage, insurrection, riot, or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, severe weather or other act of God, shortage of labor, fuel, raw material or machinery or technical or yield failure.

13.

a. BOCES and the School District each hereby represents, warrants and agrees that:

i. the execution, delivery and performance of this Agreement and all of the transactions contemplated hereby have been duly authorized by it and no further corporate authority or action is required;

ii. this Agreement constitutes the valid and binding obligation of it, enforceable in accordance with the terms of this Agreement; and

iii. neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereunder conflicts with, or will result in a breach of any of the terms of or constitutes a default under any agreement or other instrument to which it is a party or any statute, law, rule or regulation which is applicable to such party.

b. The School District further warrants, represents and agrees that:

i. upon receipt it shall review each copy of the Agreements between BOCES and each of the manufacturers, vendors and/or suppliers of the Equipment or of any services to be provided by BOCES hereunder (the "Vendor Agreements"). During the term of this Agreement the School District's participation in the Shared Services and its use of the Equipment shall be in full compliance with such Vendor Agreements, and shall be subject to the terms, conditions and limitations contained in the Vendor Agreements. The School District shall indemnify and hold harmless BOCES from and against any and all losses, damages or expenses (including reasonable attorneys' fees) which BOCES may sustain by reason of, or arising out of, any breach by the School District of any of its obligations under this Agreement, including but not limited to any act or omission of the School District which shall result in any breach by BOCES of any of the Vendor Agreements;

ii. the use of the Equipment and its participation in the Shared Services is essential to its proper, efficient and economic operation of the education program to be supported by the Equipment, and is necessary to maintain its educational program;

iii. the costs and expenses arising under this Agreement constitute ordinary contingent expenses necessary for providing educational services; and

iv. before executing this Agreement, the Board of Education of the School District has adopted a resolution determining that the costs and expenses arising under this Agreement are ordinary contingent expenses of the School District, and is in the best financial interests of the School District and stating the basis for such determination, and has delivered a true and accurate copy of such resolution to BOCES.

c. BOCES further warrants, represents and agrees that: BOCES shall indemnify and hold harmless the School District from and against any and all losses, damages or expenses (including reasonable attorneys' fees) which the School District may sustain by reason of, or arising out of, any breach by

BOCES of any of its obligations under this Agreement due to BOCES' gross negligence or intentional misconduct.

14. The School District may not assign this Agreement, the Equipment, or any of its rights or obligations hereunder or thereunder without the prior written consent of BOCES.
15. All notices, requests, demands, and other communications (collectively "Notices") given or made pursuant to this Agreement shall be made in writing and shall be deemed to have been duly given if sent to by certified or registered mail, return receipt requested, to the parties at the following addresses:

If to BOCES:
George Farber Administrative Center
71 Clinton Road
Garden City, New York 11530
Attention: Shaundrika Langley-Grey, Assistant Director

If to the School District:
Seaford Union Free School District
Seaford Administration
1600 Washington Ave.
Seaford, NY 11783
Attention: Adele Pecora, Superintendent of Schools

With a copy to:
Volz & Vigliotta, PLLC
Attn: Michael G. Vigliotta
280 Smithtown Blvd.
Nesconset, NY 11767

With a copy to:
Ingerman Smith, L.L.P.

150 Motor Parkway, Suite 400
Hauppauge, NY 11788

16. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, proposals, understandings, representations or warranties, written or oral, between them as to such subject matter. This Agreement may not be amended, nor may any provision hereof be modified or waived, except by an instrument in writing duly signed by each party hereto.
17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in the State of New York.
18. Nothing in this Agreement expressed or implied is intended to or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns any rights or remedies under or by reason of this Agreement.
19. Notwithstanding anything to the contrary contained in this Agreement or otherwise, neither this Agreement, nor any portion thereof, nor any of the transactions contemplated by this Agreement are conditioned upon the eligibility for, approval of, or receipt by the School District and/or BOCES of financial aid from the State Education Department of the State of New York or any other governmental agency (collectively "Aid"). BOCES does not warrant, represent or guarantee that the School District, or any of the transactions contemplated by this Agreement, are or shall be eligible for Aid. Furthermore, the parties acknowledge that due to recent developments at the State Education Department, there is substantial uncertainty as to the Shared Services' eligibility in whole or in part, for Aid, including CoSer 403, Arts in Education.
20. This is a negotiated agreement, and this Agreement will not be construed against any party by reason of the Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute,

deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of the Agreement.

21. By signing this contract, each person, and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 165-a of the state finance law.

Seaford Union Free School District

Project#: 2M-993909

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth in the first paragraph.

Seaford Union Free School District

Name: _____
(Please Print)

District Board President: _____

By: _____

Date: _____

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY

Name: Larry J. Leaven

Title: District Superintendent/Chief Executive Officer

By: _____

Date: _____

Project#: 2M-993909

Exhibit A

Destination Bldg Code / Item Name	SRH Qty for this Building (tot)	Totals Qty for this Building (tot)
Yamaha TP-8305 20", 23", 26", 29", 32"Set of five professional timpani drums, Professional Line	1	1
Yamaha YBB-105WC Tuba, Standard Line	4	4
Yamaha YBH-301MS Baritone - Marching, Standard Line	1	1
Yamaha YBS-480 Baritone Saxophone, Intermediate Line	1	1
Yamaha YCH-6118C 1.5 octave intermediate chimes, Percussion Line	1	1
Yamaha YCL-221II Bass Clarinet, Standard Line	2	2
Yamaha YHR-314II French Horn, Standard Line	1	1
Yamaha YTS-26 Tenor Saxophone, Standard Line	1	1
Yamaha YX-2035PRC 3.5 octave standard xylophone, Percussion Line	1	1
Totals (9 groups)	13	13

	Qty for this Building	Item Name
SRH - Seaford Senior High - 1575 Seamans Neck Rd.; Seaford, NY 11783 (9 Item Location records)		
	1	Yamaha TP-8305 20", 23", 26", 29", 32"Set of five professional timpani drums, Professional Line
	4	Yamaha YBB-105WC Tuba, Standard Line
	1	Yamaha YBH-301MS Baritone - Marching, Standard Line
	1	Yamaha YBS-480 Baritone Saxophone, Intermediate Line
	1	Yamaha YCH-6118C 1.5 octave intermediate chimes, Percussion Line
	2	Yamaha YCL-221II Bass Clarinet, Standard Line
	1	Yamaha YHR-314II French Horn, Standard Line
	1	Yamaha YTS-26 Tenor Saxophone, Standard Line
	1	Yamaha YX-2035PRC 3.5 octave standard xylophone, Percussion Line
TOT	**13**	

	Destination Building Name	Qty for this Building	Unit Cost		Ext Cost
Yamaha TP-8305 20", 23", 26", 29", 32"Set of five professional timpani drums, Professional Line (1 Item Location)					
	Seaford Senior High	1	$25,559.60		$25,559.60
TOT		**1**			**$25,559.60**
Yamaha YBB-105WC Tuba, Standard Line (1 Item Location)					
	Seaford Senior High	4	$4,086.30		$16,345.20
TOT		**4**			**$16,345.20**
Yamaha YBH-301MS Baritone - Marching, Standard Line (1 Item Location)					
	Seaford Senior High	1	$2,688.16		$2,688.16
TOT		**1**			**$2,688.16**
Yamaha YBS-480 Baritone Saxophone, Intermediate Line (1 Item Location)					
	Seaford Senior High	1	$6,072.74		$6,072.74
TOT		**1**			**$6,072.74**
Yamaha YCH-6118C 1.5 octave intermediate chimes, Percussion Line (1 Item Location)					
	Seaford Senior High	1	$4,934.60		$4,934.60
TOT		**1**			**$4,934.60**
Yamaha YCL-221II Bass Clarinet, Standard Line (1 Item Location)					
	Seaford Senior High	2	$2,537.11		$5,074.22
TOT		**2**			**$5,074.22**
Yamaha YHR-314II French Horn, Standard Line (1 Item Location)					
	Seaford Senior High	1	$2,185.72		$2,185.72
TOT		**1**			**$2,185.72**
Yamaha YTS-26 Tenor Saxophone, Standard Line (1 Item Location)					
	Seaford Senior High	1	$1,951.46		$1,951.46
TOT		**1**			**$1,951.46**
Yamaha YX-2035PRC 3.5 octave standard xylophone, Percussion Line (1 Item Location)					
	Seaford Senior High	1	$2,525.60		$2,525.60
TOT		**1**			**$2,525.60**

	Destination Building Name	Qty for this Building	Unit Cost		Ext Cost
TOT		**13**			**$67,337.30**

Exhibit B

TRAINING, COORDINATION, MAINTENANCE, AND SUPPORT SERVICES

Seaford Union Free School District

Project#: 2M-993909

Scope of Project

This Agreement includes the purchase and installation of the equipment as it appears in the chart below.

Destination Bldg Code	SRH	Totals
Item Name	Qty for this Building (tot)	Qty for this Building (tot)
Yamaha TP-8305 20", 23", 26", 29", 32"Set of five professional timpani drums, Professional Line	1	1
Yamaha YBB-105WC Tuba, Standard Line	4	4
Yamaha YBH-301MS Baritone - Marching, Standard Line	1	1
Yamaha YBS-480 Baritone Saxophone, Intermediate Line	1	1
Yamaha YCH-6118C 1.5 octave intermediate chimes, Percussion Line	1	1
Yamaha YCL-221II Bass Clarinet, Standard Line	2	2
Yamaha YHR-314II French Horn, Standard Line	1	1
Yamaha YTS-26 Tenor Saxophone, Standard Line	1	1
Yamaha YX-2035PRC 3.5 octave standard xylophone, Percussion Line	1	1
Totals (9 groups)	13	13

Account Management and Coordination

Nassau BOCES will provide ongoing on-site and off-site account management and coordination services that will include consultation, planning, evaluation and support throughout all phases of the project as reasonably required by the Seaford Union Free School District.

Maintenance

Warranty (minimum 1 year on manufacturer's defects) is provided as per the attached Overview (Bill of Materials) for all Manufacturer's warranties for Equipment listed in Exhibit A. At the end of the first-year warranty period, the School District has the option to pay a vendor of their choosing for repairs on a time and materials basis or accept full responsibility for Equipment maintenance. The first-year warranty period is provided only on Equipment purchased through Nassau BOCES. The School District is responsible for maintenance obligations for Equipment provided through this agreement outside of the scope of manufacturers' warranties. Equipment maintenance on district-owned Equipment is not covered through Nassau BOCES or through this Agreement. All Equipment support occurring in the first-year warranty period will be coordinated through the Nassau BOCES' Arts in Education.

Musical Instrument Support

This agreement provides the guidelines for services provided as support.

1. Description of Service

BOCES will use all reasonable efforts to:

a. Answer the district personnel's questions regarding the Agreement, CoSer #5842 or the Equipment.

2. Statement of Work

a. Scope of Effort

BOCES will provide delivery and limited support services. These services consist of assuring setup, operability, as required, and aid with problem resolution in a timely manner.

b. Key Assumptions

This agreement is based upon the following assumptions. Changes to this statement of work may result in modifications to the schedule of work and/or the fees of this agreement.

I. The instrument is delivered in playable condition.

II. Access to the Equipment is provided.

III. The appropriate Equipment service maintenance agreements are in effect to ensure that the Equipment is functioning properly.

3. Responsibilities of Nassau BOCES

a. Problem Determination and Diagnosis: In year 1, BOCES will facilitate performance and use all reasonable efforts to restore the integrity of the Equipment manufacturer's defects are encountered.

b. Working with the school district designee BOCES will supply the privileges necessary for the school district designee to maintain and administer the instruments.

c. Asset Profile - At the inception of this agreement, BOCES will maintain asset location list, and serial numbers. and in year one only, problem activity records

d. Delivery of Additional Equipment - All requests for additional Equipment must be reviewed with the BOCES account manager. The project manager will check the feasibility of delivery with the vendor. Upon approval, an addendum to this agreement will be generated to include support for said Equipment. Purchase and delivery of said Equipment is billable.

e. Training - Staff development training for district staff in the routine care and proper handling of the Equipment.

4. Responsibilities of the School District

BOCES' performance under the Agreement is predicated upon the fulfillment of the following School District responsibilities in a satisfactory manner:

a. School District Designee: Prior to the commencement of this Agreement, the School District shall designate a School District Designee to whom all communications to BOCES shall be addressed. The designated person shall have the authority to act on behalf of the School District related to all aspects of the agreement.

The responsibilities of the School District Designee are:

I. To interface between BOCES and all district departments on a timely basis.

II. To perform basic troubleshooting checks on the Equipment; to make calls to the project manager as necessitated by Equipment problems; to arrange for on-site service by the vendor.

III. To perform Equipment maintenance subsequent to year 1 as recommended by the manufacturer on a regular basis and arrange to store Equipment in a safe and secure location that is accessible to Nassau BOCES support staff.

IV. To arrange maintenance for Equipment purchased by the district and not covered under any agreement with BOCES.

V. To submit all requests for additional Equipment to the BOCES account manager prior to purchase/authorization. If the request is approved by BOCES, the School District Designee will obtain the written authorization of the district to be billed.

VI. To ensure that all BOCES Equipment is checked for operational integrity, including those that have not been operational for an extended period of time. If any problems are detected during this process, the school district designee will call their designated vendor subsequent to year 1. In year 1, Equipment issues caused by manufacturer's defects should be reported before August 15th, to insureensure operability for the opening of school, or as soon as is practicable thereafter.

b. Other Responsibilities

I. The district is responsible for proper site preparation to receive the equipment by providing appropriate climate control, and furniture. The ongoing maintenance of these items is the district's responsibility.

II. Equipment purchased by BOCES for the district is owned by Nassau BOCES as required by the regulations of the State Education Department. The district has no equity in these items. It is, however, the responsibility of the district to take proper care of the Equipment and see that it is secure at all times. It is the responsibility of the district to obtain and maintain fire and theft insurance covering all of the Equipment for its replacement cost through insurance carriers satisfactory to BOCES, and

thereby reimburse BOCES for any and all damaged, lost or stolen Equipment. Upon request by BOCES, the school district shall promptly provide BOCES with evidence of such insurance coverage.

III. No district, district personnel, or consultant hired by the district can add to, or alter the Equipment, without first consulting with Nassau BOCES so that Equipment's integrity can be maintained. Nassau BOCES has the final decision as to whether the Equipment can be altered, as required by regulations of the State Education Department. All requests must be authorized in writing as specified in 4.a.V(see previous page).

Exhibit C

MAINTENANCE LIMITATIONS

Seaford Union Free School District

Project#: 2M-993909

All Equipment support occurring in the first-year warranty period will be coordinated through the Nassau BOCES Arts in Education. The School District is responsible for all maintenance obligations for Equipment provided through this Agreement outside of the scope of the manufacturers' warranties on such Equipment. Warranty support provided (minimum 1 year on defect) as per the attached Overview (Bill of Materials) for all Manufacturer's warranties for equipment listed in Exhibit A. At the end of the first year warranty period, the School District accepts responsibility for the maintenance of the Equipment. The School District may pay a vendor of their choosing for repairs on a time and materials basis. All support in the first-year warranty period is provided only on equipment purchased through Nassau BOCES as per Exhibit A. Equipment maintenance on district-owned equipment is not covered through Nassau BOCES or through this agreement.

Maintenance provided under this agreement will be limited by the following:

A. Failure of electrical power, air conditioning or any other failure of the facilities to meet BOCES specifications or those of the original Equipment Manufacturer (OEM).
B. Accident, fire or other hazard, transportation, neglect, misuse, or any other cause beyond the range of normal usage.
C. The School District's performing or attempting to perform maintenance, installation, or repair to the Equipment (without the prior written approval of BOCES).
D. Equipment which has been modified without BOCES prior written approval.
E. Failure of the School District to allow BOCES or vendor access to the Equipment.
F. Failure of the School District to perform operator-level preventive maintenance as defined in applicable Operator's Manual(s).

ADDITIONAL EQUIPMENT MAINTENANCE TERMS AND CONDITIONS

BOCES and School District each acknowledge and agree that the Equipment that BOCES will be purchasing pursuant to this Agreement will be from Vendors who are not parties to this Agreement. In the event School District should have a claim of any kind with respect to such Equipment it shall make such claim against the Vendor or Vendors, and not against BOCES. BOCES agrees that it will use reasonable commercial efforts to cooperate with and assist School District in asserting any claims against such Vendor or Vendors. Upon request by the School District, BOCES agrees to assign any and all warranty rights and remedies it has regarding the equipment to the School District.

BOCES shall be responsible for facilitating delivery of such Equipment if requested. BOCES shall be liable to the School District for any negligent act or omission by its employees or agents arising from the delivery of such Equipment.

The School District shall give BOCES prompt written notice of any defect or condition which the School District believes requires repair or replacement. All actions asserted by the School District arising hereunder shall be commenced within nine (9) months from the date of action accrues.

BOCES and the School District further agree that this provision shall apply to the repairs and replacement of the equipment under this Agreement and replaces and supersedes all other provisions in this Agreement regarding BOCES obligation to maintain, repair and/or replace the Equipment and/any other BOCES indemnification related to the repair and/or replacement of the equipment.

BOCES repair and replacement obligation does not include:

A. Complete unit replacement or refurbishment of Equipment which in BOCES judgment are non-repairable due to wear, normal instrument life, usage or abuse.
B. Paint or refinishing the Equipment or furnishing materials for this purpose.
C. Work external to the Equipment or maintenance, alterations, installation, deinstallation and reinstallation of accessories, attachments or other devices not furnished by BOCES or BOCES' vendors.

ESTIMATED EXHIBIT D
ESTIMATED INSTRUCTIONAL MUSICAL INSTRUMENT SERVICE COSTS
Seaford Union Free School District - Project#: 2M-993909

Description	Total	Year 1 25/26	Year 2 26/27	Year 3 27/28	Year 4 28/29	Year 5 29/30
403 Arts in Education Project Costs:						
Total (Estimated) [1]	**$67,337.30**					
(Estimated-Financed @ 8.5% for 4 Years)	**$79,668.01**					
403 Arts in Education Project Costs:						
403 Arts in Education Equipment (Estimated-Financed @ 8.5% for 4 Years) [1,2]		$1,659.75	$19,917.00	$19,917.00	$19,917.00	$18,257.25
Account Management & Coordination (19.0% of 403 Arts in Education Total)		$266.54	$3,198.52	$3,198.52	$3,198.52	$2,931.99
Subtotal		**$1,926.29**	**$23,115.52**	**$23,115.52**	**$23,115.52**	**$21,189.24**
Other Project Costs:						
Estimated Professional Development (0 days) [2]		$0.00	$0.00	$0.00	$0.00	$0.00
Additional Annual Fees, Professional Development and Subscriptions [3,4]		$0.00	$0.00	$0.00	$2,750.00	$2,750.00
Lawyers Fee		$2,167.34				
Grand Total		**$4,093.63**	**$23,115.52**	**$23,115.52**	**$25,865.52**	**$23,939.24**

[1] Equipment costs are subject to changes in vendor pricing.

[2] According to the terms of the bid, the vendor will provide a one-year limited warranty covering manufacturer's defects on the equipment.

[3] Fees and rates for professional development are provided as estimates only and are subject to review and change at the close of each fiscal year. Any modifications will be reflected in the appropriate years' annual eLOI.

[4] Fees and rates for annual support and base subscriptions are provided as estimates only and are subject to review and change at the close of each fiscal year. Any modifications will be reflected in the appropriate year' annual eLOI.

Note: Products may have been reviewed against vendors' published, public data privacy policies. Compliance content and attachments that may have been provided should serve only to inform a district's decision to judge the acceptability of a product. Acceptability of a product is solely a district decision.

State University of New York at Maritime College

Revocable Permit For Non-Commercial Use of University Facilities
X020824

THIS REVOCABLE PERMIT, made this **12th** day of **March 2026**, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at SUNY Plaza, Albany, New York, 12246, by and on behalf of the State University of New York at Maritime College, having its principal place of business at 6 Pennyfield Ave. (hereinafter referred to as "SUNY Maritime" and Seaford High School , a noncommercial organization having its principal place of business located at (1575 Seamans Neck Road, Seaford, NY 11783), hereinafter referred to as "the Permittee." The Permittee and SUNY Maritime may be referred to collectively as "the Parties."

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; and

WHEREAS, SUNY Maritime has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY Maritime will make such facilities available to the Permittee for on-campus activity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. A Revocable Permit ("Permit") is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services described in ***Exhibit B***, attached hereto and made a part hereof, on the date(s) and at the times specified thereon ("Premises").

2. The term of this Permit shall commence on March 21, 2026 and shall continue only during the pleasure of SUNY Maritime and may be revoked at any time without cause. In the event of such revocation, payments by the Permittee shall continue throughout the period of actual occupancy by the Permittee, after which time the Permittee shall have no further payment obligation. Upon revocation, Permittee shall promptly discontinue the use of the Premises.

3. SUNY Maritime shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the Premises. Unless specifically indicated otherwise in ***Exhibit B***, no telephone service shall be provided by SUNY Maritime to Permittee.

4. In consideration of the facilities and services to be provided by SUNY Maritime as enumerated above, the Permittee agrees to reimburse SUNY Maritime in accordance with the costs or services stipulated to in ***Exhibit C***, attached hereto and made a part hereof, and any other extraordinary costs incurred by SUNY Campus to meet the requirements of the Permittee. Payment shall be made by Permittee upon receipt of an invoice from SUNY Maritime.

5. The Permittee shall take good care of the Premises, fixtures and appurtenances to preserve the Premises in good order and condition. Upon revocation of this Permit, the Permittee shall, at its sole cost and expense, restore the Premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the Premises.

6. The Permittee agrees to provide SUNY Maritime with a copy of its Incorporation Papers or Receipt of Filing as a nonprofit agency filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name.

7. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY Maritime or to others. Permittee shall be responsible for injury to persons (including death) which may in any way result from the operation or conducting of the Permittee's business, Permittee's use of the Premises, including facilities, appurtenances and surrounding grounds, or that may be caused by Permittee's agents, or any persons involved in the Permittee's business, whether or not directly caused by the Permittee.

8. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Permittee's business or Permittee's use of the facilities, and agrees to remove any personnel whose actions, or failure to act, shall in the sole judgment of SUNY Maritime, after consulting with the Permittee, be deemed to be detrimental to SUNY Maritime.

9. The Parties agree that if in the judgment of SUNY Maritime the activities of Permittee, or its agents, should be such that SUNY Maritime, after consultation with the Permittee, shall determine that the continuation of the Permittee's activities for the then remaining period covered by this Permit shall be contrary to the best interest of SUNY Maritime, SUNY Maritime may terminate this Permit without liability of any kind whatsoever therefor, and the Permittee and its agents shall be thereupon removed from SUNY Maritime Premises.

10. This Permit shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established State University of New York and SUNY Maritime regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto, including the SUNY Standard Contract Clauses, attached hereto, incorporated and made a part hereof as ***Exhibit A***. If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses that may be required by any local, State or Federal Governmental body.

11. The Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authority of the State University of New York or SUNY Maritime to possession, pursuant to the Education Law, of the State controlled property to which this Permit relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.

12. The Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY Maritime and the Permittee regarding the use of the State controlled property to which this Permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this Permit shall be that of licensee.

13. The Permittee specifically agrees that this Permit shall be void and of no further force and effect upon any use of the State controlled property to which this Permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of SUNY Maritime.

14. The Permittee shall have the right, so long as this Permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using the Premises described in ***Exhibit B***.

15. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this Permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York at Maritime be used by Permittee for any purpose without prior approval of the SUNY Maritime.

16. The Permittee assumes all risk incidental to the use of the Premises and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the Permittee's use of the Premises, including facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the Premises, any facilities, appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. The Permittee further agrees, on being requested to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the State of New York and/or the State University of New York in connection with the claims, suits and losses, as aforesaid. Notwithstanding the foregoing, Permittee shall not be liable for any consequential, indirect, or special damages of any kind that may result directly or indirectly from its use of said facilities, including, without limitation, damages resulting from loss of use or loss of profit by SUNY or others.

17. The Permittee agrees to obtain and maintain insurance coverage through the term of this Permit as provided in this paragraph and shall deliver Certificates of Insurance for the stated coverage upon execution of this Permit. The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" or better. Permittee agrees to provide notice to SUNY Maritime of any cancellation of such policies, renewal policies, or new policies.

    a. General Liability insurance of one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate. Such policy shall name the State of New York and the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.

    b. New York State Workers' Compensation, Disability Benefits and Paid Family Leave coverage during the term of the Permit for the benefit of Permittee's employees required to be covered under the NYS Workers' Compensation Law and the NYS Disability Benefits and Paid Family Leave Laws. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.

18. The Permittee specifically agrees that if this Permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY Campus, its officers and employees, nor any claim against the State of New York, its officers and employees, and both the State University of New York and the State of New York and their officers and employees shall be relieved from any and all liability.

19. **Executive Order No. 177**. In accordance with Executive Order No. 177, Permittee hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

20. **Permittee Responsibility**. (a) *General Responsibility*. The Permittee shall at all times during the term of this Permit remain responsible. The Permittee agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility*. The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Permit at any time when he or she discovers information that calls into question the responsibility of the Permittee. In the event of such suspension, the Permittee will be given written notice outlining the particulars of such suspension. Upon issuance of

such notice, the Permittee must comply with the terms of the suspension order. Activity under this Permit may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Permit. (c) *Termination for Non-Responsibility.* Upon written notice to the Permittee and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Permit may be terminated by the SUNY Chancellor or his or her designee at the Permittee's expense, where the Permittee is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

21. Any notice to either Party hereunder must be in writing signed by the Party giving it and shall be served either personally or by certified mail, or otherwise as specified below, addressed as follows:

TO SUNY Campus: State University of New York at Maritime College
Donovan Lorde
6 Pennyfield Ave.
718-409-7209
dlorde@sunymaritime.edu

TO THE PERMITTEE: Seaford UFSD
DR. Adele V. Pecora, Superintendent of Schools
1000 Seamans Neck Road
Seaford, NY 11783
(516) 592-4002
apecora @seaford.k12.ny.us

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

22. This Permit constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Permit, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:

1. Exhibit A, State University of New York Standard Contract Clauses
2. This Revocable Permit
3. Exhibit B, Designated Facilities and Services
4. Exhibit C, Costs and Services

23. The Permit hereby granted may be revoked at any time without cause. Notice of revocation will be served either in person or by certified mail, or, by other mutually acceptable means in exceptional circumstances. Upon receipt of Notice of revocation, Permittee shall and will promptly discontinue the use of the Premises and shall thereupon remove all of its property from the Premises and shall, at Permittee's own cost and expense, restore the Premises to the same condition it was in before use by the Permittee commenced. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.

24. **Coronavirus and COVID-19 Guidance**: Permittee agrees to adhere to the State of New York "Interim Guidance for Large Gatherings and Public Spaces During the COVID-19 Outbreak" issued March 13, 2020, available at this link: https://health.ny.gov/diseases/communicable/coronavirus/docs/guidance_for_large_gatherings.pdf; and generally, State of New York guidance on response to coronavirus, available at this link: https://health.ny.gov/diseases/communicable/coronavirus/; the U.S. Centers for Disease Control ("CDC") Interim Guidance for Coronavirus Disease 2019 on Large Events and Mass Gatherings dated March 15, 2020 available at this link: https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html; the CDC Interim Guidance for Businesses and Employers available at this link: https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html; and generally, CDC guidance on response to Coronavirus (COVID-19), available at this link: https://www.cdc.gov/coronavirus/2019-ncov/index.html. Permittee further agrees to consult the above-referenced guidance materials issued by New York state and federal authorities daily, and to conform its activities to updated guidance and recommendations. In the event Permittee has reason to suspect that any participants in its Covered Activity could potentially have been exposed to COVID-19, Permittee shall immediately contact (Appropriate Contact: (e.g. Director of Operations) ___ __ (Name) _____(Email Address) ___ (Phone Number)).

25. **Force Majeure**: A Party shall not be deemed in default of this permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this permit upon written notice.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and SUNY Maritime has caused this instrument to be executed by its duly authorized officer.

SUNY Maritime College

By: _____
Donovan Lorde
SUNY Maritime College Designee
Date: _____

PERMITTEE

By: Lisa A. Herbert
Seaford BOE President
Official Representative of Permittee Designee
Date: 3/19/26

(For long term permits (over 30 days) which include, or may include in the future, a provision for long term use (e.g. ground lease or easement), or any construction, alteration or improvement to the property, the signature of the SUNY Vice Chancellor for Capital Facilities is required.)

By: _____
Vice Chancellor for Capital Facilities
SUNY System Administration

(Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of this revocable permit is a revenue contract that exceeds $25,000.)

Approved as to Form:

LETITIA JAMES
Attorney General

By: _____

Date: _____

Approved:

THOMAS P. DI NAPOLI
NYS Office of the State Comptroller

By: _____

Date: _____

Standard Contract Clauses

State University of New York

EXHIBIT A

June 21, 2023

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of SUNY and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, the State Comptroller's approval is required for the following contracts: (i) goods, services, construction, and construction-related services for State University hospital or healthcare facilities which exceed $150,000; (ii) purchases utilizing an Office of General Services (OGS) centralized contract which exceed $200,000 (iii) goods, services, construction, and construction-related services not described in (i) or (ii) and which exceed $75,000;

(b) If this contract exceeds the threshold amounts listed above in Paragraph 3(a), or, if this is an amendment for any amount to a contract which, as so amended, exceeds said threshold amounts, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State- -approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State 's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to SUNY or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this

contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women its workforce on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992) , the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.**
It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, NY 12245
Telephone: 518-292-5100

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))

require that they be denied contracts which they would otherwise obtain.
NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa, § 899-bb, and State Technology Law § 208).

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. **PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. **PROCUREMENT LOBBYING.** To the extent this contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

26. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if SUNY determines that such action is in the best interests of the State.

27. **IRAN DIVESTMENT ACT.** By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012.

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the contract, should SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then SUNY shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SUNY reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

28. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

29. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

30. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

31. Hospital Retained Authority: Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services, management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

EXHIBIT B

Designated Facilities and Services

State University of New York at **Maritime**

Seaford High School

The following facilities and services at SUNY Maritime are provided by the State University to the above-named Permittee in accordance with the terms and conditions of this Permit.

1. **Permittee shall have access to the College's outdoor Athletic Multipurpose Field for the period, Saturday, March 21, 2026, provided Permittee has first obtained prior approval for specific use and time of use from the Director of Athletics or a designated representative.**

2. **Permittee agrees to provide on-site supervision in the form of chaperones and/or staff, nineteen years of age or older, during the time the facility is in use by the Permittee. Permittee also agrees to provide sufficient security for crowd control during the time the gym in in use. Permittee will be held solely responsible for any damages that occur to the facility.**

EXHIBIT C

Costs and Services

State University of New York at **Maritime**

Seaford High School

The Permittee agrees to pay SUNY Maritime the amount of **$500.00** (Five Hundred Dollars) for the use of facilities described in Exhibit B. Payment is determined on the following basis:

DATE(S): 3/21/2026

USE OF FACILITIES:

- **Maritime Athletics Field**
- **Pressbox**

***No team locker rooms available**
***No athletic training room available**

TOTAL: $500

BALANCE DUE: $500.00

***Payments can be made using our online credit card system or a check made payable to SUNY Maritime Athletics**

State University of New York
Notary Acknowledgement

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)
COUNTY OF Nassau) SS.:

On this 19th day of March 2026, before me personally came Lisa A. Herbert to me known, who duly being sworn, did depose and say that he/she resides in Nassau County; that he/she is the Board of Education President of the Seaford Union Free School District, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public Notary Public

CARMEN T. OUELLETTE
Notary Public, State of New York
No. 01-OU6016713
Qualified in Nassau County
Commission Expires November 30, 2026

The New York Schools Insurance Reciprocal
333 Earle Ovington Blvd., Suite 905 • Uniondale, NY, 11553-3624 • 1-800-ISNYSIR • (516) 227 3355 • Fax: (516) 227-2352

Named Insured		Endorsement Number
Seaford UFSD		**11**
Policy Number	Policy Period	Effective Date of Endorsement
SSP SEA 001	**07/01/2025 - 07/01/2026**	**03/14/2026**
Issued by (Name of Insurance Company)		
New York Schools Insurance Reciprocal		

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

Form CG2026 has been added to include the following as Additional Insured:

SUNY Maritime College
6 Pennyfield Avenue
Bronx, NY 10465

All other terms and conditions to remain the same

Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY,11553	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	New York Schools Insurance Reciprocal	34843
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Seaford UFSD
1600 Washington Ave
Seaford, NY 11783

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		SSP SEA 001	07/01/2025	07/01/2026	EACH OCCURRENCE	$1,000,000
	[X] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
A	[ ] UMBRELLA LIAB [X] OCCUR			ECL SEA 001	07/01/2025	07/01/2026	EACH OCCURRENCE	$15,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$30,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - District's use of premises/facilities for field trip(s) during the policy period.

CERTIFICATE HOLDER
SUNY Maritime College
6 Pennyfield Avenue
Bronx, NY 10465

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY,11553	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	New York Schools Insurance Reciprocal	34843
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Seaford UFSD
1600 Washington Ave
Seaford, NY 11783

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	[X] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
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	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
A	[ ] UMBRELLA LIAB [X] OCCUR			ECL SEA 001	07/01/2025	07/01/2026	EACH OCCURRENCE	$15,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$30,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER
SUNY Maritime College
6 Pennyfield Avenue
Bronx, NY 10465

CANCELLATION
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AUTHORIZED REPRESENTATIVE

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SEAFORD UNION FREE SCHOOL DISTRICT

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: Joe Polito

DONOR ADDRESS: 22 Wiggins St. Bookhaven NY 11779

DONATION: ☐ Cash or Check ☒ Goods ☐ Service

Please provide a listing of the item(s) to be donated and the related value. - $500 value
Loveseat for activity room.
DMS

Anticipated Date of Delivery to the School ASAP

Any related installation costs? ☐ Yes ☒ No Estimated Annual Cost _____
If "Yes" please attach approval from Assistant Superintendent for Business.

Any expected maintenance costs? ☐ Yes ☒ No Estimated Annual Cost _____

Where will the donation be used? Activity room seating

What grade level will benefit from the donation? 6-8

Principal's/Director's Signature & Date [signature] 3/5/24 Rhonda A Messina 3/6/24

To be completed by Central Administration:

Select the fund and provide the budget code(s) of where the donation should be recorded.

☐ General Fund ☐ Extracurricular Fund ☐ Trust & Agency Budget Code _____

Board of Education Approval Date _____

Budget Adjustment Recorded _____

This form is to be filed with the Superintendent by the first of the month, at which time the Board of Education, at the next regular meeting, will act upon the donation. No item may be accepted as a donation or gift, nor may any item be installed on school premises, prior to the BOE accepting the gift or donation.

Those considering making gifts to the District should note that the District can assume no responsibility for the accuracy of estimated values assigned to the donated item(s). Donors should also note that while the District will attempt to comply with any stated preferences of the donor(s) relative to the use of the item(s) by a particular program/grade/school, etc., it must nevertheless reserve the right to reassign and/or reallocate such gifts as it deems appropriate so as to best serve the interests of the District.

Revised September 2019

SEAFORD UNION FREE SCHOOL DISTRICT

FORM TO REQUEST BOARD OF EDUCATION ACCEPTANCE OF GIFT OR DONATION

DONOR NAME: DONORS CHOOSE

DONOR ADDRESS: 134 WEST 37TH STREET, 11TH FLOOR, NEW YORK, NY 10018

DONATION: ☐ Cash or Check ☒ Goods ☐ Service

Please provide a listing of the item(s) to be donated and the related value.

SEE ATTACHED

Anticipated Date of Delivery to the School _____

Any related installation costs? ☐ Yes ☒ No Estimated Annual Cost —

If "Yes" please attach approval from Assistant Superintendent for Business.

Any expected maintenance costs? ☐ Yes ☒ No Estimated Annual Cost —

Where will the donation be used? ROBOTICS CLUB + DRAMA CLUB/STAGE CREW

What grade level will benefit from the donation? 6-8

Principal's/Director's Signature & Date [signature] 3/4/26 Rhonda A Meserole 3/4/26

To be completed by Central Administration:

Select the fund and provide the budget code(s) of where the donation should be recorded.

☐ General Fund ☐ Extracurricular Fund ☐ Trust & Agency Budget Code _____

Board of Education Approval Date _____

Budget Adjustment Recorded _____

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Revised September 2019

SEAFORD UFSD – Obsolete Equipment Excess Form

School:

Requesting Staff Member:		
Josephine Juan	V Wells	3/24/26
Print Name:	**Signature:**	**Date:**

Approved by:		
Jennifer Bisirca	M. Bi	3/24/26
Principal Rhonda L Meserole	**Signature**	**Date**
Rhonda L Meserole	Asst. Supt for Business + Operations	3/24/26
Assistant Superintendent	**Signature**	**Date**

Equipment Type	Model	Serial No.	Inventory #	Reason for Obsoletion
Refrigerator	Summit	N/A	1000564	Broken, not repairable

BOE Approval Date: _____ 3-7-2022

CC: Treasurer

SEAFORD UNION FREE SCHOOL DISTRICT
SEAFORD, NEW YORK

*Parent Transportation
*Needs B.O.E. approval.

REQUEST FOR APPROVAL OF FIELD TRIP

BUILDING	FUNDING
X High School, 1575 Seamans Neck Road __ Middle School, 3940 Sunset Avenue __ Manor Elementary, 1590 Washington Ave. __ Harbor Elementary, 3500 Bayview Street Date: 2/25/26	Student Activity/Trust & Agency: _____ Budget: _____ Other: _____ Requestor Name: Lilly Alaimo

NOTE: THIS FORM SHOULD BE SUBMITTED TO MS. SCHNABEL'S OFFICE 90 DAYS IN ADVANCE OF REQUESTED TRIP. ALL TRIPS OUTSIDE OF NASSAU/SUFFOLK COUNTIES NEED BOARD OF EDUCATION APPROVAL. AFTER ALL BUILDING-LEVEL APPROVALS HAVE BEEN GIVEN, THIS FORM WILL BE SUBMITTED TO THE TRANSPORTATION COORDINATOR BY MS. COACCI.

Date of Trip: March 30th 2026 (3/30/26) Date of BOE Approval:
Destination: New York Hall of Science
Address: 47-01 111th St., Corona, NY 11368
Purpose Of Trip: NYSSEF ISEF Round 2 Competition
Teacher: Lilly Alaimo Class/Group: Research 2
Estimated Cost To Students (Itemize):
Of Students: 1 # of Chaperones: 2 # of Security (if leaving Long Island):
Time of Departure from School: Parent Transport (Pick up & drop off) 7:45am
Pick-Up Location: **Main Parking Lot (Students/staff must exit through Renaissance)**
Means Of Transportation: Parent Yellow Bus Railroad Coach Bus (Other)
Time Of Departure from Destination: Time of Return To School: 5:30 pm
No. Of Buses: 0 Cost Per Bus: Total Cost For Buses:

APPROVALS

Department Lead/Liaison/Director	Building Principal	Assistant Superintendent for Business
Date: 2/26/26	Date: 2/25/26	Date: 3/2/26

ONCE THE FIELD TRIP HAS BEEN APPROVED, COPIES WILL BE SENT TO:

Requestor Building Principal Superintendent Bus Company Security (when needed)

Revised September 2023-original must be printed on YELLOW paper