WCSD ***Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589***

TEL. (845) 895-7104, FAX (845) 895-8079

Tara Rounds
Assistant Superintendent for Special Education
and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement")** is made as of July 1, 2026 **("Effective Date")** by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District")** and **Anderson Center for Autism (Anderson Early Learning Center)** with its principal place of business at **4885 Route 9 Staatsburgh, NY 12580** (the **"Provider").** Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers, employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

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

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

Automobile Liability
$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

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

21. This Agreement may be terminated by District in the event of a material breach by Provider, upon three (3) days' written notice from District to Provider. In the event of such termination, District shall only pay Provider for services provided prior to the termination in full compliance with this Agreement and shall deduct from such sums (and if such sums are insufficient, Provider shall pay to District the additional sums required to compensate District for) any costs and damages incurred by the District as a result of the material breach(es) of this Agreement by Provider, including but not limited to the increased costs incurred by District to secure replacement services.

22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Tina Covington

Name: Tina Covington, PhD

Title: Chief Operating Officer

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President

WCSD Wallkill Central School District, 1500 Route 208, Box 310, Wallkill NY 12589
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Assistant Superintendent for Special Education and Intervention Services

Shannon LaRocco
Coordinator of Special Education

Julie Salisbury
Coordinator of Special Education

SEDCAR Services Agreement

This Services Agreement (the **"Agreement"**) is made as of July 1, 2026 (**"Effective Date"**) by and between **Wallkill Central School District,** located at 1500 Route 208, Wallkill, New York 12589 (the **"District"**) and **Astor Services for Children & Families** with its principal place of business at **6339 Mills Street Rhinebeck, NY 12572** (the **"Provider"**). Provider and District may be referred to individually as a "Party" and together as the "Parties."

WHEREAS, the District is the Local Education Agency (LEA) for the purposes of receiving federal IDEA flow-through funds from New York State Education Department ("NYSED") for Part B, Section 611 (P.L. 94-142 for students with disabilities ages 3-21) and Section 619 (P.L. 99-457 for students with disabilities ages 3-5) and sub- allocating such funds to approved special education programs (ASEPs) for certain students with disabilities; and

WHEREAS, the Provider is an eligible approved special education program authorized to provide special education services to preschool and/or school-aged special education students; and

WHEREAS, the District is authorized to contract with the Provider to provide special education program for preschool and/or school-aged students with education disabilities who reside within the District and who are placed in such program for the provision of special education services.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of this Agreement shall be for the school year beginning **July 1, 2026** through **June 30, 2027.** Payment of the sub-allocation of such funds to the Provider shall be made on a per student basis.

2. In order to receive payment for the services rendered under this Agreement, the Provider must complete all required forms, particularly the SEDCAR-1 Form, in accordance with the schedule established by the NYSED. The Provider will receive payment from the District based on the total number of students as indicated on the SEDCAR-1 and subject to verification.

3. Within thirty (30) days of receipt of funds from SEO, the District will process the initial payment to the Provider. The Provider may submit an FS 25 Request for subsequent payment after receipt of the initial payment, which shall be accepted by the District as long as it is timely filed in accordance with the schedule established by the NYSED. The FS 1OF shall be completed by the Provider and submitted to the District no later than sixty (60) days after the close of the Provider's grant year. Upon receipt of the required forms, the District shall process payment of funds to the Provider.

4. All forms and notices that shall be given to the District shall be sent to the Board at the following address: PO Box 310 1500 Route 208, Wallkill, New York 12589.

5. The District shall process payments to the Provider in accordance with applicable laws. The Board is only obligated to process payments to the Provider for the provision of services in the approved program as permitted under IDEA. Payments made to the Provide pursuant to this Agreement shall be utilized only for the purpose as provided in IDEA.

6. The Provider shall maintain its books, records and accounts pertaining to the use of these funds in accordance with the requirements of the Reimbursable Cost Manual. The District, SED and the State Comptroller, or their authorized representative(s) shall have the right to conduct a fiscal audit of the Project supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the Provider may have with the District for the provision of special education or other services. Access to property and personnel related to the Provider's use of these funds shall be provided during an audit.

7. If, upon audit of this Agreement, the District determines that funds were used for unapproved uses, said funds shall be returned to the District upon request.

8. Except as otherwise directed by the District, the Provider shall, until six (6) years after the end of the term of the Agreement, or until six (6) years after the termination of the Agreement, retain all books and records required hereunder, including, without limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service and time records pertaining to the use of these funds. The Provider shall make all books and records available to the District, the SED, the State Comptroller, or their authorized representatives, for review and audit at such times during business hours as they may request.

9. The Provider shall furnish any additional data and reports, including, but not limited to SEO submissions, as the District deems to be related to the performance of the Agreement, upon request of the District. The Provider shall be given a reasonable time to respond to such requests.

10. The Provider shall comply with all applicable federal, state, and local laws in connection with the services to be provided by the Provider under this Agreement.

11. Provide assurances that all individuals prior to providing services to District residents under this Agreement are cleared by the New York State Education Department based upon fingerprint criminal background checks in accordance with the provisions contained in the SAVE Legislation. Appropriate written proof of such clearance shall be provided to the District prior to such individuals providing services to the District.

12. The District and the Provider may agree that if state law or regulation is amended during the term of this Agreement to provide for the flow-through to the Provider of funds from prior years known as "carryover funds," this Agreement may also pertain to the distribution of those funds in accordance with the requirements of the law or regulation.

13. Both Parties reserve the right to amend this Agreement, as may be necessary, in order to comply with any change in applicable law, regulations and guidelines governing the operation of this Agreement.

14. This Agreement may only be modified or amended by mutual agreement of the Parties, in writing.

15. The Parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets, and affairs. Neither Party will, by virtue of this Agreement, assume any liability or obligation of the other Party.

16. The Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Provider and District from claims for which Provider may be legally liable, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, or by anyone for whose acts Provider may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, Provider hereby agrees to effectuate the naming of District as an unrestricted additional insured on Provider's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of this Agreement. The policies naming District as an additional insured shall:

    a. Be purchased from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State and licensed and admitted to issue insurance in New York State.

b. Contain a provision that provides District with 30-day prior written notice of the cancellation of any of Provider's policies.

c. State that the Provider's coverage shall be primary and non-contributory coverage for District, its Board of Education, officers, employees and volunteers.

d. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

The certificate of insurance must describe the services provided by Provider that are covered by the liability policies.

Required Insurance to be provided (all below insurance is mandatory for all Providers unless for good cause shown the Board of Education or Assistant Superintendent for Business has authorized in writing a modification that is attached hereto as Exhibit E):

Commercial General Liability
$1,000,000 per occurrence/$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than
$1,000,000.

Worker's Compensation and N.Y.S. Disability
Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and
N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Worker' Compensation Insurance must file a CE-200 form with the state and provide a copy of such form to the School District.

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

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

Automobile Liability
$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

In the event that any of the insurance coverage to be provided by Provider contains a deductible or self-insured retention, Provider shall indemnify and hold District harmless from the payment of such deductible or self-insured retention, which deductible or self-insured retention shall in all circumstances remain the sole obligation and expense of Provider.

Provider shall provide District with evidence of the above insurance requirements upon execution of the within Agreement. Provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of this Agreement and subjects Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees. At the District's request,

the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the Provider also will provide a copy of the policy endorsements and forms. The failure of the District to object to the contents of the evidence of insurance(s) or the absence of same shall not be deemed a waiver of any and all rights held by the District. Prior to commencement of its services, Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider understands and acknowledges that the procurement of the insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

17. The Provider shall indemnify, defend, and hold harmless the District, its Board of Education, officers, directors, agents and employees from all loss, costs, damages and expenses, including reasonable attorney's fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Provider or any of its officers, directors, agents or employees taken or made with respect to this Agreement. In the event of a breach or unauthorized release of any personally identifiable information of District, its employees, students or administrators by the Provider, Provider must promptly reimburse the District for the full cost of any notifications the District is required to make as a result of the breach or unauthorized release.

18. The Provider agrees that it will not discriminate with respect to its provision of special education services in this Agreement on the grounds of race, religion, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, marital status, veteran status or other non-merit factors, nor shall it discriminate against any individual on such grounds.

19. The District represents and warrants that all non-public information communicated by the Provider to the District in connection with the performance of the services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including the District's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.

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

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22. No exclusive rights are granted under this Agreement. Nothing contained in this Agreement shall be construed to render either Provider or District as a partner, agent or coventurer of the other. Each Party shall be responsible for its own debts, liabilities and obligations.

23. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Provider shall be simultaneously sent to Provider's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org.

24. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by either Party without the prior written consent of the other Party.

25. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings.

26. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws' provisions. Any litigation between the parties shall be brought in a court of competent jurisdiction in the County of Ulster in the State of New York.

27. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

28. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Provider

By: Yvette Bairan

Name: Yvette Bairan

Title: Chief Executive Officer

Wallkill Central School District

By: _____

Name: Thomas Frisbie

Title: Board of Education President