

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into on September 1, 2024 (the “Effective Date”) by and between St. Joseph’s Hospital, a not-for-profit corporation having an office and place of business at 127 South Broadway, Yonkers, New York 10701 (“Provider”) and Yonkers Public Schools acting by and through its Board of Education, a school district established to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (“YPS” or “School District”).

The purpose of this MOU is to define and outline the responsibilities of Provider and YPS (collectively, the “Parties”) in order to provide comprehensive health care services through School-Based Health Centers (each, an “SBHC”) at various schools in Yonkers (each, a “School”). The purpose of each SBHC is to improve accessibility and availability of high-quality comprehensive primary and preventive physical and mental health care services to preschool, elementary, middle and secondary school students in high-risk areas of Yonkers, as approved by the New York State Department of Health (“NYSDOH”). The SBHC will provide continuous, comprehensive, coordinated, culturally-sensitive, and cost-effective medical care for the School District community.

The Parties hereby agree as follows:

1. **TERM OF AGREEMENT.** The term of this MOU shall commence on September 1, 2024 and terminate on August 31, 2029 (“Term”), unless the Term is extended or terminated earlier, pursuant to the terms and conditions herein. The Parties shall review this MOU midway through the Term, by August 31, 2027, and evaluate if amendment of this MOU is needed.
2. **TERMINATION.**
 - 2.1. YPS and Provider each shall have the option to terminate this Agreement for convenience at any time during the Term upon ninety (90) days advance written notice to the other Party and the NYSDOH. At any time during the Term upon provision of ninety (90) days advance written notice to the other Party and the NYSDOH, the Provider and the YPS each shall have the additional, discrete option to terminate for convenience this Agreement with respect only to any one (1) or more Schools without the effect of terminating this MOU for any other Schools. A list of Schools covered by this MOU is set forth in **Exhibit “A.”**
 - 2.2. If for any reason whatsoever this MOU is terminated before the end of the Term, Provider shall submit a plan of transition (the “Transition Plan”) in advance to the NYSDOH with a copy transmitted simultaneously to YPS. The Transition Plan shall comply with all applicable laws and regulations and shall detail how Provider will phase out the Services (hereinafter defined) provided at the SBHC(s) to be closed. YPS and Provider shall cooperate with respect to development and implementation of the Transition Plan to serve the best interests of the SBHC enrollees.

- 2.3. In the event either Party determines that there has been a material breach by the other Party of any of the terms of this Agreement and such breach remains uncured for thirty (30) days after service on the other Party of written notice thereof, either Party may terminate this Agreement in addition to other rights and remedies the non-breaching Party may have. Prior to declaring a breach and terminating the Agreement, both Parties agree to engage in good faith efforts to remedy the breach through negotiation prior to declaring the other Party in breach.
- 2.4. This MOU shall terminate automatically and without the need for any action by either Party upon receipt of written notice by either Party that the NYSDOH has suspended or revoked the certification of the Provider.

3. SERVICES.

- 3.1. At each SBHC, Provider shall provide certain minimum services, which shall consist of a core of comprehensive, age-appropriate, primary care services to all students enrolled in the SBHC (“Core Services”). Specifically, the Core Services shall include: preventative care, comprehensive primary care; diagnosis and treatment of medical conditions; mental health services both directly and by referral, including crisis intervention; and laboratory testing either directly or by referral. Core Services shall comply in both content and frequency with all applicable statutes, regulations, guidelines and policy statements.
- 3.2. Provider may provide certain services that go beyond the Core Services (“Expanded Services”) either on-site or by referral. Expanded Services may include, but shall not necessarily be limited to: health education/promotion; social services; oral health screening and referral, nutritional education and counseling; specialty care; vision care screening; and well-child care of students’ child(ren). Provider must obtain separate approval from NYSDOH to provide dental services on-site at a School. Expanded Services shall comply with all applicable statutes, regulations, guidelines, and policy statements.
- 3.3. Core Services and Expanded Services collectively shall constitute the “Services”.
- 3.4. Provider may furnish additional Services outside of the SBHC at its principal location or at an affiliate or subcontractor facility duly licensed, provided that Provider gives NYSDOH appropriate information about such facility.
- 3.5. Provider shall offer Services to all student enrollees. Provider shall only offer care to staff, parents, and other adults present at a School in emergency situations.
- 3.6. Notwithstanding any provision contained herein, SBHC staff members shall not provide services outside of the scope of their licenses.
- 3.7. SBHC further agrees to comply with all applicable: Federal, state, and local laws; and School District policies provided in advance to SBHC, whether or not referenced herein, including, but not limited to:
 - 3.7.1. All School District practices, procedures, and policies (available at: <https://www.yonkerspublicschools.org/Page/39313>);
 - 3.7.2. New York State Education Law and New York State Education Department (“NYSED”) requirements, including without limitation, with respect to criminal background checks, finger printing, compliance filings and regulations of the

- Commissioner of Education. Provider is responsible for all NYSED compliance filings, if any;
- 3.7.3. Any and all applicable federal, state, and/or local guidance relating to COVID-19, including, but not limited to, Executive Orders issued by the Governor of the State of New York and/or New York state Department of Health regulations pertaining to the COVID-19 pandemic;
 - 3.7.4. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99);
 - 3.7.5. The Health Insurance Portability and Accountability Act (“HIPAA”);
 - 3.7.6. The requirements of New York Education Law § 2-d and any and all applicable regulations including 8 NYCRR Part 121;
 - 3.7.7. New York State Technology Law § 208;
 - 3.7.8. The SHIELD Act (Ch. 117 of the Laws of 2019);
 - 3.7.9. All labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings;
 - 3.7.10. The City’s and the State of New York’s civil rights ordinances;
 - 3.7.11. Title VI of the Civil Rights Act of 1964 as amended;
 - 3.7.12. Title VII of the Civil Rights Act of 1968 as amended;
 - 3.7.13. Section 109 of Title I of the Housing and Community Development Act of 1974;
 - 3.7.14. Section 504 of the Rehabilitation Act of 1973
 - 3.7.15. The Americans with Disabilities Act of 1990;
 - 3.7.16. The Age Discrimination Act of 1976;
 - 3.7.17. Executive Orders 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086;
 - 3.7.18. 41 CFR § 60-1.4;
 - 3.7.19. The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148);
 - 3.7.20. The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)
 - 3.7.21. The Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
 - 3.7.22. The Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352); and
 - 3.7.23. 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards;

4. SCHOOL NURSE.

- 4.1. YPS shall ensure to the best of its ability, that a school nurse (the “school Nurse”) shall be provided at each School with an SBHC, , who shall provide basic treatment including first aid and medication administration during regular school hours, and who shall generally cooperate with Provider as set forth in this Section 4.
- 4.2. School Nurse may refer students who are enrolled in the SBHC to the SBHC when needing a level of care not provided by School Nurse.
- 4.3. School Nurse and Provider shall generally foster a collaborative relationship in service of care of students. As both School Nurse and Provider are Covered Entities under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), they may and shall share health information for students receiving care

from both entities for purposes of treatment, including but not limited to immunization records and health screening results.

5. STAFFING PERTAINING ONLY TO JUSTICE SONIA SOTOMAYOR COMMUNITY SCHOOL

- 5.1. YPS agrees to pay Provider a monthly sum not-to-exceed TWENTY THOUSAND EIGHT HUNDRED THIRTY-THREE and 33/100 U.S. DOLLARS (\$20,833.33) per month for a period of thirty-six (36) months, with the total yearly amount not-to-exceed SEVEN HUNDRED FIFTY THOUSAND and 00/100 U.S. DOLLARS (\$750,000.00) for purposes of assisting Provider with the cost of reasonable personnel costs associated with the services provided under the terms of this Agreement. YPS' obligations pertaining to payment shall terminate on August 31, 2027.
- 5.2. Provider shall invoice YPS monthly and YPS agrees to remit the aforementioned sum to Provider within thirty (30) to sixty (60) days of the invoice date.
- 5.3. Upon the expiration of the current grant, YPS shall commit to diligently pursue alternative funding sources to continue sustaining the program previously supported by the grant. The School District agrees to make reasonable efforts to identify and secure additional funding through grants, donations, partnerships, or other feasible means with the aim of maintaining the continuity of the SHBCs.
- 5.4. Should the School District be unable to secure alternative funding despite its best efforts, it will promptly notify the relevant parties and engage in good-faith discussions regarding potential alternatives or next steps to mitigate any adverse effects resulting from the cessation of funding.
- 5.5. Provider shall be solely responsible for all aspects related to the installation, removal, maintenance, and all other associated costs of equipment necessary for the provision of services outlined in this Agreement. This includes, but is not limited to procurement, installation, testing, troubleshooting, repair, and replacement of equipment as needed to ensure the uninterrupted delivery of services.

6. STAFFING PERTAINING TO OTHER SCHOOLS OTHER THAN THE JUSTICE SONIA SOTOMAYOR COMMUNITY SCHOOL

- 6.1. Provider shall provide the Services with a multi-disciplinary team. At each SBHC, Services shall be provided by the following personnel: a nurse practitioner and/or physician assistant; a mental health professional; a physician; a health assistant; and others as needed and appropriate. The number of staff at each SBHC will depend on the number of students enrolled in the SBHC and the Services to be provided. Expanded staff may include health educators, community outreach workers, school nurses, nutritionists, dental hygienists, dental assistants, and/or supervising dentists, where appropriate.
- 6.2. Provider shall ensure that all SBHC staff are appropriately vetted, credentialed, trained, and experienced, and Provider shall require all SBHC staff to undergo criminal history investigations before providing Services at an SBHC. SBHC shall be trained in child abuse mandated reporter requirements, infection control, emergency care, and use of Automated External Defibrillator (AED) equipment.

- 6.3. Provider shall ensure that SBHC staff wear identification badges at all times while on School premises.
- 6.4. Provider shall provide YPS with a roster setting forth the names of all staff regularly working on School premises. Provider shall update such roster with the YPS promptly as applicable.

7. SBHC ACCESS.

- 7.1. YPS agrees to offer SBHCs in high-need schools and communities, consistent with NYSDOH guidelines.
- 7.2. The Parties agree that SBHCs shall be open and staffed during normal School hours, *e.g.*, Mondays through Fridays from 8:30 a.m. to 3:30 p.m. Provider shall notify the applicable YPS Principal in advance of any and all schedule changes and shall notify YPS and the NYSDOH in advance of any prolonged or recurrent schedule changes. If there are changes in the established schedule, Provider must notify the affected Principals immediately with notice also provided to the NYSDOH as needed.
- 7.3. Provider shall discuss with affected Principals a plan for providing staff coverage for the SBHC during planned and unplanned absences of the Provider's staff.
- 7.4. Provider shall ensure 24 hours per day, 7 days per week access to Services for enrolled students and ensure appropriate follow-up care for enrollees referred to other providers. Each SBHC telephone line shall have voicemail or an answering machine with an outgoing message that directs callers to a number where they can reach on-call services, or must forward the caller directly to such number. Telephone access shall ensure contact with an individual for triage purposes. Such access must be ensured even during School vacations.
- 7.5. Provider must make the complete range of Services available to all students who enroll, *i.e.*, those students attending the School who have obtained parental consent or who are at least 18 years of age or are otherwise able to give their own consent to receipt of care under state law.
- 7.6. Services rendered at the SBHC shall be provided at no out-of-pocket cost to the student enrollee or his/her family or guardian(s). The SBHC shall not turn any student away because of insurance status, health status, or because a student has an existing primary care provider.
- 7.7. Services that the Provider is able to provide at the SBHC shall not be referred off-site, unless requested by the student's parent or guardian.
- 7.8. When offering services via referral, the Provider shall undertake commercially reasonable efforts to minimize financial, geographical, and other barriers.

8. COMPENSATION FOR SERVICES.

- 8.1. If a student enrolled in the SBHC possesses health insurance either individually or through his or her parent(s) or guardian(s), Provider shall undertake commercially reasonable efforts to charge the insurance carrier(s) for such Services that are covered. Provider warrants that all revenue generated by the SBHCs shall be used for the operation of the SBHC program.
- 8.2. The Parties agree that YPS shall not pay Provider for the Services.

9. QUALITY IMPROVEMENT.

9.1. Per NYSDOH requirements, Provider shall develop and implement a continuous quality improvement (“CQI”) plan that addresses the full range of SBHC activities and assures the quality of care. Provider shall maintain records of its CQI activities.

9.2. Per NYSDOH requirements, Provider shall establish annual goals for each SBHC (to be expressed in an annual "Work Plan"). Provider shall send a copy of each proposed Work Plan to NYSDOH. In each such annual Work Plan, all objectives shall be measurable with timelines specified for implementation and completion. Provider shall make commercially reasonable efforts to meet the goals and objectives agreed on in the Work Plan as annually revised.

10. PARENT/GUARDIAN CONSENT FORMS.

10.1. Provider shall not provide any Services to any students without first obtaining a written informed consent from the applicable parent or legal guardian. This prohibition shall not apply to the provision of emergency treatment, first aid, or statutorily mandated medical evaluations and treatment. This prohibition shall also not apply to students who may consent to their own treatment under New York state law.

10.2. Where appropriate, Provider must use the mutually agreed to consent form as the first step in enrolling students in an SBHC.

10.3. Each School shall make consent forms available to all students.

10.4. Each School shall assist Provider with obtaining parental consent for enrollment and treatment of students.

11. MEDICAL AND SCHOOL RECORDS.

11.1. Both Parties shall maintain school and medical records, as applicable, in accordance with applicable federal, state, and local laws, rules, and regulations. Both Parties shall also protect the privacy and confidentiality of such records in accordance with applicable federal, state, and local laws, rules, and regulations.

11.2. The Parties agree that, as between the Parties, medical records are and shall remain property of Provider and shall be governed by Federal and state law.

12. EXPERIMENTAL DRUGS AND PROCEDURES PROHIBITED.

12.1. Provider shall not prescribe, administer or otherwise use any experimental drugs and/or procedures with respect to any students enrolled in an SBHC, nor shall the Provider refer or otherwise send students to any other program or institution for the prescription, administration or other use of experimental drugs and/or procedures. Provider shall not recruit, solicit, proselytize, offer incentives or rewards, or otherwise encourage parents or guardians of students to cause or allow their children to be subjected to any experimental drugs and/or procedures, or offer any disincentives to parents or guardians of YPS students or withhold medical or other treatment or services because of a failure and/or refusal of a

pupil(s) and/or his/her parents or guardians to accept the use of experimental drugs and/or procedures.

13. PROVIDER OBLIGATIONS.

- 13.1. With appropriate approval as needed from NYSDOH and YPS, Provider shall operate SBHCs at all Schools set forth in Exhibit "A."
- 13.2. Per NYSDOH requirements, Provider shall maintain a manual of program-specific administrative and clinical policies and procedures for each SBHC (a "Manual").
- 13.3. Provider, with YPS assistance, shall complete all NYSDOH required forms for each SBHC, and shall comply with all applicable NYSDOH reporting requirements.
- 13.4. Provider may only develop additional SBHCs within YPS with written permission of the YPS Superintendent and approval from NYSDOH, as required by law.
- 13.5. Provider and YPS shall each appoint a manager ("Program Manager") to serve as the liaison for purposes of this Agreement. The Program Managers shall meet periodically to review goals identified by the School-Based Health Center Advisory Council (hereinafter defined) and to discuss the effectiveness of the collaboration between the Parties and other relevant issues.
- 13.6. Provider shall ensure safe disposal of potentially infectious waste in compliance with applicable law.
- 13.7. Provider shall collaborate with appropriate School officials, in compliance with applicable law.
- 13.8. Provider shall furnish medical equipment needed to perform the Services. Provider shall be responsible for the maintenance of such equipment, which shall include, without limitation:
 - 13.8.1. A first aid kit with supplies replenished as needed; and
 - 13.8.2. Refrigerators for medical use with a separate freezer compartment of sufficient size and with the capability to maintain sufficiently cold temperature to store adequately all required immunization doses.
- 13.9. Provider shall comply with all NYSDOH requests for reports on SBHC activity, provided that no identifiable health information shall be included unless permitted by applicable law.
- 13.10. Provider shall participate in each School's emergency response plan when requested by the applicable Principal to do so.
- 13.11. Provider, with YPS and each School's participation, shall make available to parents the following written information about the Services: the scope of Services offered; the staffing pattern; and how students can access coverage when the School is closed.
- 13.12. Upon SBHC enrollment, if a student's primary care provider is an outside entity, Provider shall send such third party provider notice that the student has enrolled in the SBHC along with a description of the Services and a request for the student's health records.

14. YPS OBLIGATIONS.

14.1. YPS, with Provider's assistance, shall complete all NYSDOH required forms for each School or YPS overall related to the SBHC, and shall comply with all applicable NYSDOH reporting requirements.

14.2. YPS shall ensure that each School, if possible, arranges for each SBHC to use the "Call Forwarding" feature of the School's telephone system to forward calls from students, parents, guardians, School officials and other persons to a telephone number to be designated by the Provider for purposes of connecting callers with continuous services. If "Call Forwarding" shall be available in the School(s), all costs of such use by the SBHC(s) shall come from School funding sources. YPS shall also ensure that each SBHC has access to and use of the School's: voicemail system; Internet access; photocopy machine(s); adequate telephone lines and telephones; non-digital facsimile telephone line; a telephone answering machine; and dedicated facsimile machine.

14.3. YPS shall ensure that each School provides each SBHC with the following basic equipment:

14.3.1. Appropriate numbers and types of desks and chairs for SBHC staff;

14.3.2. Two side chairs per room;

14.3.3. Locking file cabinet(s);

14.3.4. Locking storage closet(s);

14.3.5. At least one lamp per room;

14.3.6. Appropriate numbers and types of waiting room chairs;

14.3.7. Literature rack for appropriate information;

14.3.8. Appropriate numbers and types of trash receptacles;

14.3.9. At least one folding cot; and

14.3.10. Regular replenishment of adequate paper towels, soap, toilet paper, Kleenex, and trashcan liners.

14.4. YPS shall ensure that each School provides each SBHC with the following facilities:

14.4.1. Adequate, contiguous space that meets all legal and regulatory requirements, sufficient for operation of each SBHC at no cost to Provider;

14.4.2. At least two medical exam rooms with lavatory access;

14.4.3. Counseling rooms appropriate for School size;

14.4.4. Waiting room;

14.4.5. Reception area;

14.4.6. Triage area;

14.4.7. Adequate heat, light, air conditioning, and ventilation;

14.4.8. Storage space;

14.4.9. Maintenance of SBHC area;

14.4.10. Staff access to lavatories;

14.4.11. Nursing room;

14.4.12. Dental/vision room;

14.4.13. Community health room;

14.4.14. Administration room; and

14.4.15. Break/conference room.

- 14.5. YPS shall ensure that each School provides each SBHC with the following basic services, at least:
 - 14.5.1. General repair, maintenance, and cleaning of the SBHC;
 - 14.5.2. Disposal of non-hazardous, solid wastes;
 - 14.5.3. Daily trash removal and removal/disposal of old furniture and equipment;
 - 14.5.4. Weekly dusting, sweeping, mopping, and quarterly waxing and stripping of clinic floors;
 - 14.5.5. Daily cleaning of all rooms and surfaces to comply with health code standards;
 - 14.5.6. At least daily cleaning of all bathrooms and sinks;
 - 14.5.7. Mopping and cleaning of spills and other incidents as needed;
 - 14.5.8. Replacement of light bulbs and other similar items as needed;
 - 14.5.9. Plumbing assistance;
 - 14.5.10. Routine extermination; and
 - 14.5.11. P.M. maintenance of HVAC system, along with scheduled preventative maintenance for cooling in spring and heating in fall.
- 14.6. YPS shall notify appropriate parents and guardians when enrollees graduate that Services will no longer be provided to graduated students through SBHC. YPS shall advise the parents and guardians to seek services elsewhere in the community and shall provide primary care provider contact information as well as information regarding obtaining enrollee's medical records.
- 14.7. At each School, YPS shall provide a School Nurse, as described in Section 4 hereof;
- 14.8. YPS shall provide to each SBHC:
 - 14.8.1. A list of student enrollees at the beginning of each semester, provided that FERPA-compliant releases are obtained;
 - 14.8.2. Class schedules for each student enrollee, provided that FERPA-compliant releases are obtained;
 - 14.8.3. Immunization status for each student enrollee , provided that FERPA and HIPAA-compliant releases are obtained; and
 - 14.8.4. Known chronic illnesses of each student enrollee, provided that FERPA and HIPAA compliant releases are obtained.
- 14.9. YPS shall actively promote and facilitate student enrollment in the SBHCS and shall actively market SBHCS within the Schools.
- 14.10. YPS shall endeavor to help Provider obtain applicable insurance information for student enrollees.
- 14.11. YPS shall ensure that each School:
 - 14.11.1. Provides support to ensure that enrollees attend scheduled SBHC appointments by: providing point of contact to reach students during the school day; providing access to classroom phones; escorting students to and from appointments as needed; providing access to the school's computer based student schedule; establishing appointment reminders; furnishing testing schedule; and assuring students access to the clinic during the school day; and
 - 14.11.2. Has a liaison (a "School Liaison") to serve as the point person between the School and the SBHC. The School Liaison shall meet with the SBHC on

at least a monthly basis but shall not be entitled to receive confidential health information. YPS reserves the right to determine who the School Liaison is.

- 14.12. YPS shall invite SBHC staff to School staff meetings and to parent/teacher meetings, and shall generally keep SBHC staff informed on School news and major happenings.
15. PROVIDER AND YPS JOINT OBLIGATIONS. The Parties shall be jointly responsible for the following:
 - 15.1. Integrating each SBHC into the School, and operating with mutual respect and a spirit of collaboration;
 - 15.2. Fostering a collaborative relationship between the SBHC staff and School personnel;
 - 15.3. Obtaining parent or guardian informed consent for Services;
 - 15.4. Maintaining and respecting the privacy and security of enrollees' health information;
 - 15.5. Facilitating the presence of parents and guardians at SBHC appointments, as appropriate;
 - 15.6. Routinely publicizing and marketing SBHC Services to the student body, such as by: having SBHC staff attend PTA meetings; sending notices home with students; posting notices on School bulletin boards, websites, and publications; teacher/staff referrals; signage throughout School; and regular PA announcements;
 - 15.7. Collaborating in the establishment and ongoing operation of a SBHC Advisory Council ("SBHCAC") with joint membership of, and representation from, School staff, community members, health providers, the parents of School students, and School students, as required by NYSDOH regulations. The SBHCAC shall meet regularly, and all meetings of an SBHCAC shall be held on School(s) premises during School hours without cost to the Provider;
 - 15.8. Facilitating meetings between Principals, Program Managers, School Liaisons, and SBHC staff, on an as-needed basis;
 - 15.9. Providing care for student enrollees who suffer accidents in School, including providing prompt notification to parents and guardians, and documenting accident reports; and
 - 15.10. Constructing, renovating, or relocating SBHC, and/or providing related notifications or obtaining necessary approvals from NYSDOH.
16. CONFIDENTIALITY. The Parties agree and acknowledge that Provider is a Covered Entity as defined by HIPAA. Provider is thus obligated to comply with applicable sections of HIPAA and all implementing regulations regarding maintaining the privacy and security of enrollees' Protected Health Information ("PHI"). YPS shall respect Provider's HIPAA obligations and shall not seek access to PHI in violation thereof.
17. LAW AND VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of

Westchester, State of New York. The parties hereby acknowledge and agree that the parties are sophisticated and have been represented by their separate attorneys throughout the transactions contemplated by this Agreement in connection with the negotiation and drafting of this Agreement and any agreements and instruments executed in connection herewith. As a consequence, the parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any document or instrument or instrument executed in connection herewith and therefore waive such effects.

18. ENTIRE AGREEMENT/ORDER OF PRECEDENCE. The Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. In the event of any conflict between the terms of this Agreement and any terms in any of the attached Schedules, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
19. ASSIGNMENT. In accordance with General Municipal Law § 109, the Provider shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the School District, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of work under this Agreement without the prior express written consent of the School District is void abinitio. If applicable, Provider shall cause its subcontractor(s), if any, to comply with the terms hereof. See General Municipal Law § 109.
20. WAIVER. Failure of the School District to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the School District of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the School District of any provision hereof shall be implied.
21. HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
22. ENFORCEABILITY. Provider acknowledges and agrees that all rights granted to the School District under the agreement are likewise deemed granted to the City of Yonkers. The City of Yonkers may enforce the terms of the agreement to the same extent as the School District. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Agreement may be signed electronically and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

23. **COLLABORATIVE NATURE.** The Parties understand that the operation of each SBHC is a collaborative process that requires regular communication, cooperation, and at times, compromise. The Parties agree to make a good faith effort to resolve any dispute that arises hereunder in the best interests of the students and in compliance with all applicable laws and guidelines.

24. **EQUAL OPPORTUNITY.** In the provision of the Services and other obligations hereunder, Provider shall give equal opportunity to all persons entitled to receive Services under this Agreement, and Provider shall not discriminate for any reason based on race, creed, color, sex, sexual orientation, age, national origin, ethnicity, disability, marital status, religion, or political beliefs or affiliations.

25. **NOTICES.** The addresses expressed below are hereby designated as the places where all notices directed by one Party to the other Party shall be mailed or delivered. Any notice directed by one Party to the other Party and delivered to such addresses, or sealed in a post-paid wrapper and deposited in any post office box regularly maintained by the United States Postal Service, shall be deemed sufficient service thereof upon one or both of the Parties. The below addresses may be changed at any time in writing. Nothing herein contained shall be deemed to preclude or render inoperative personal delivery of any notice, letter or other communication, written or oral, from one Party to the other Party.

Provider:

St. Joseph's Hospital
127 South Broadway
Yonkers, New York 10701
Attn: Legal

YPS:

Yonkers Public Schools
One Larkin Center
Yonkers, NY 10701
Attn: Office of the Superintendent

26. **INSURANCE AND INDEMNIFICATION.**

26.1. Provider agrees to procure and maintain insurance, or contractually cause a third party to procure and maintain insurance, naming the Yonkers Public Schools, Yonkers Board of Education, and the City of Yonkers as additional insured (including without limitation, a waiver of subrogation), as more specifically provided and described in the Schedule "B" entitled "Standard Insurance Provisions," which is attached hereto and incorporated herein by reference.

26.2. Provider is responsible for the Services at each SBHC. Provider agrees to indemnify, defend and hold harmless YPS and its officers, directors, agents, employees, and contractors on a contractual basis for claims arising from Provider's independent (i.e., sole) acts and omissions relating to the Services rendered within the SBHC to students enrolled in the SBHC. Nothing herein shall be interpreted to absolve YPS of its responsibilities or obligations to students and other individuals, or make Provider responsible for any obligations or liabilities of YPS.

27. **CONFIDENTIALITY.** SBHC agrees that if it receives a subpoena for divulgence of confidential information, it shall notify Yonkers Public Schools prior to divulging the

same, if legally permissible. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, SBHC further agrees, to the extent applicable:

- 27.1. Not to sell or release a student's personally identifiable information for any commercial purposes;
- 27.2. Not to use the education records of Yonkers Public Schools or any student, teacher and/or principal data of Yonkers Public Schools for any purpose other than those explicitly authorized in this Agreement;

[signature page to follow]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date set forth above.

ST. JOSEPH'S HOSPITAL

YONKERS PUBLIC SCHOOLS

By: _____

By: _____

Name: _____

Name: Mr. Anibal Soler, Jr.

Title: _____

Title: Superintendent

By: _____

Name: Dr. Rosalba Corrado Del Vecchio

Title: President, Board of Education

APPROVED AS TO FORM:

Yonkers Senior Associate Corporation Counsel

DATE BOE APPROVAL: _____

DATE BOCS APPROVAL: _____

BUYER: _____

Exhibit A

List of School(s)

- 1) Justice Sonia Sotomayor Community School, 121 McLean Avenue, Yonkers, New York 10705;
- 2) Martin Luther King Jr. Academy, 135 Locust Hill Avenue, Yonkers, New York 10701
- 3) Eugenio Maria de Hostos MicroSociety School, 75 Morris Street, Yonkers, New York 10705;
- 4) Rosemarie Ann Siragusa School, 60 Crescent Place, Yonkers, New York 10704;
- 5) Cesar E. Chavez School, 20 Cedar Place, Yonkers, New York 10705

Schedule "B"

STANDARD INSURANCE PROVISIONS

(Contractor)

1. Prior to commencing work, this Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the School District/the City of Yonkers, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name this Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the School District or the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the School District or the City, this Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of this Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated. Failure of this Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve this Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of this Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the School District or the City as the Corporation Counsel may direct. It is acknowledged and agreed that the limits of the School District/the City's coverage, as an additional insured hereunder, is the greater of the limits set forth herein or under the policy holder's limits.

In the event that claims, for which the School District and/or City may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due this Contractor until such time as this Contractor shall furnish such additional security covering such claims in form satisfactory to the School District or the City of Yonkers.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000 (c.s.l), naming the School District and the City of Yonkers, NY as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.
- (v) Sexual Abuse and Molestation.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Where professional services are to be performed under this Contract, this Contractor shall carry Professional Liability Insurance with a minimum limit of liability per claim of \$1,300,000 or a combined single limit of \$3,900,000, with a company or companies licensed in New York State.

3. All policies of this Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the School District or the City of Yonkers (including their respective officers, elected officials, employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The Insurance shall be primary.

(c) The insurance companies issuing the policy or policies shall have no recourse against the School District or the City of Yonkers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, this Contractor.