

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION BUSINESS MEETING**

CENTRAL OFFICE

WEDNESDAY, SEPTEMBER 10, 2014

The meeting will begin at 6:30 p.m., for the possible purpose of considering a motion to enter executive session to discuss employee Benefit Agreements, a CSEA IP charge, CSEA negotiations and the Superintendent's contract. If there is an executive session, the meeting will return to public session at approximately 7:30 p.m. to consider the agenda and all other items which may properly come before the Board of Education. The tentative agenda and supporting information for this meeting will be posted at www.southcountry.org once it becomes available.

- A. Call to Order
 - Executive Session (*if necessary*)
 - Pledge of Allegiance

- B. Emergency Evacuation Procedures
 - Smoke Free School District

- C. Board Consent Agenda – Approvals
 - 1. Minutes- Business Meeting of August 27, 2014
 - 2. Student Ex-officio Board Member- Cassidy Greco
 - 3. Claims Report- June, 2014

Tab #1

- D. Communications and Announcements

- E. Public Commentary (Agenda Items Only)

- F. Items for Discussion/Action
 - 1. Board Priorities

Tab #2

- G. Board Consent Agenda – Curriculum and Instruction
 - 1. CSE/SCSE Minutes
 - 2. CPSE Minutes

Tab #3

- H. Board Consent Agenda – Personnel
 - 1. Retirements/Leaves of Absences
 - 2. Recalls
 - 3. Long Term Substitutes
 - 4. Non-Instructional New Appointments
 - 5. Additional Work
 - 6. Extra Duty Assignments
 - 7. Salary Schedule Changes/Adjustments
 - 8. Substitutes
 - 9. New Instructional Appointments

Tab #4

- I. Board Consent Agenda – Business
 - 1. Consultant Service Agreement:
 - a. Home Care Therapies, LLC, dba Horizon Healthcare Staffing
 - b. St. James Tutoring, Inc.
 - 2. Business Associate Agreement with Brown & Brown of NY, Inc. d.b.a. Fitzharris & Co.
 - 3. Donation from DonorsChoose.org for Frank P. Long
 - 4. Central Office Employee Benefits Agreements
- J. Public Commentary (Non-Agenda Items)
- K. Closing Remarks by Board Members
- L. Adjournment

TAB #1

**BUSINESS MEETING PAGE 023 AUGUST 27, 2014
SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES**

A. CALL TO ORDER

In the absence of Board President, Chris Picini, and Vice President, Carol Herrmann, District Clerk, Nancy Poulos, called the meeting to order at 7:38 p.m. The meeting took place at the District Office, 189 Dunton Ave, E. Patchogue, NY.

Board of Education Members Present

Rocco DeVito

Lisa Di Santo Grossman (*arrived approximately 7:43 pm*)

Antoinette Huffine

Julio Morales

Rob Powell

Danielle Skelly

Allison Stines

Board of Education Members Absent: Carol Herrmann, Chris Picini.

Others Present: Superintendent Dr. Joseph Giani, Nelson Briggs, Charles Delargy, Margaret Evers, Robert McIntyre, Brian Ginty, Tim Hogan, School Attorney, Douglas Spencer.

Mrs. Poulos called for nominations for a temporary chairperson to preside over the meeting. Trustee DeVito nominated Trustee Rob Powell, seconded by Trustee Skelly. Trustee Powell nominated Trustee Morales. There was no second. Trustee Powell nominated Trustee Huffine, who declined. Upon receiving no further nominations, the nominations were declared closed.

The nomination to elect Trustee Rob Powell as temporary chairperson was approved by a majority vote (5-Yes, 0-No, *Abstain*-Powell, *Absent* – Grossman, Herrmann, Picini) and Trustee Powell presided over the remainder of the meeting.

EXECUTIVE SESSION

A motion (DeVito / Grossman) to convene to Executive Session to discuss a student settlement agreement and a personnel matter at 7:45 pm.

VOTE: *Motion carries unanimously* . 7-Yes, 0-No, Absent (Herrmann, Picini).

Public session reconvened at 8:05 pm.

Trustee Huffine led all in the Pledge of Allegiance.

B. EMERGENCY EVACUATION PROCEDURES / SMOKE FREE SCHOOL DISTRICT

Trustee Powell discussed the exits to be used in the event of an emergency and reminded all present that the South Country School District is a smoke-free District, with smoking prohibited in all buildings and on school grounds.

C. BOARD CONSENT AGENDA – APPROVALS

A motion (Stines / Huffine) to approve the following:

1. Minutes- Business Meeting of August 6, 2014

VOTE: *Motion carries*. 6-Yes, 0-No, 1-Abstain (Morales), Absent (Herrmann, Picini).

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A motion (Skelly / Huffine) to approve the following:

2. Treasurer's Report- July, 2014
3. Student Settlement Agreement
4. Parents' Bill of Rights

VOTE: *Motion carries unanimously* . 7-Yes, 0-No, Absent (Herrmann, Picini).

D. COMMUNICATIONS AND ANNOUNCEMENTS

Dr. Giani

- Reported on the success of the Frank P. Long Reading Program and Parent Workshop.
- New Teacher Orientation Day was held today.
- Superintendent's Conference Day scheduled for Tuesday, September 2nd.
- Schools will be opening September 3rd, with class sizes similar to last year.

Board of Education

- Thank you to Laurie O'Hara who did an amazing job with the Summer Field Day.
- Appreciation and thank you to the Middle School night shift custodians for the new bulletin boards.
- School Board Retreat was a wonderful opportunity for Board members.
- Thank you to John Rogers.
- Thank you to Christine Napolitano for her work with the students in "Celebrating What's Important to Me".
- A personal thank you from Trustee Powell to South Country teachers for helping his daughter achieve her goals.

E. PUBLIC COMMENTARY (AGENDA ITEMS ONLY)

None.

F. ITEMS FOR DISCUSSION/ACTION

1. Board Priorities 2014-15

Board members gave some suggestions for the 2014-2015 school year, which included partnerships with the Boys and Girls Club, using South Haven as a Pre-K Center, instituting a full-time Pre-K program with busing, usage of underutilized buildings to increase revenue, additional dates for Board members to reflect on retreat goals.

2. Bellport Village Sidewalk Request

Support for the Village's request to the Legislature for constructing sidewalks from the Village to Beaver Dam Rd.

G. BOARD CONSENT AGENDA – CURRICULUM AND INSTRUCTION

A motion (DeVito / Skelly) to approve the following:

1. CSE/SCSE Minutes
2. CPSE Minutes

VOTE: *Motion carries unanimously* . 7-Yes, 0-No, Absent (Herrmann, Picini).

H. BOARD CONSENT AGENDA – PERSONNEL

A motion (Huffine / DeVito) to approve the following personnel agenda items, H2, H3, H4, H6, H7, H8, H9 and H10:

2. Recalls
3. New Instructional Appointments
4. Non-Instructional New Appointments

BUSINESS MEETING PAGE 025 AUGUST 27, 2014

6. Additional Work
7. Extra Duty Assignments
8. Salary Schedule Changes/Adjustments
9. Tenure Recommendations
10. Substitutes

VOTE: *Motion carries unanimously.* 7-Yes, 0-No, Absent (Herrmann, Picini).

A motion (Morales / Huffine) to approve the following personnel agenda items, H1.1 through H1.6:

1. Retirements/Leaves of Absences

VOTE: *Motion carries unanimously.* 7-Yes, 0-No, Absent (Herrmann,Picini).

A motion (DeVito / Grossman) to approve the following personnel agenda item, H1.7:

1. Retirements/Leaves of Absences

VOTE: *Motion is DEFEATED.* 0-Yes, 7-No, Absent (Herrmann,Picini).

A motion (Stines / Skelly) to approve the following personnel agenda items, H5.1 to H5.22 and H5.24:

5. Long Term Substitutes

VOTE: *Motion carries unanimously.* 7-Yes, 0-No, Absent (Herrmann,Picini).

A motion (Stines / Skelly) to approve the following personnel agenda item, H5.23:

5. Long Term Substitutes

VOTE: *Motion carries.* 6-Yes, 0-No, 1-Abstain (Powell), Absent (Herrmann,Picini).
(Trustee Powell disclosed that this item referred to his daughter)

Dr. Giani congratulated the new hires.

I. BOARD CONSENT AGENDA – BUSINESS

A motion (Skelly / Morales) to approve the following:

1. Donations from B.J.'s Wholesale Club to Kreamer St. of \$1000 and \$1500 in school supplies
2. Donation of \$50 to the Katie Kokis Scholarship fund from Dorothy Hulse
3. Donation of \$20,000 from The Knapp/Swezey Foundation, Inc. to help fund The Dancing Classrooms Program
4. Discards from the Middle School Technology Department
5. Discards from Central Administration
6. Education Services Contracts with:
 - UCP of Greater Suffolk, Inc.
 - Eden II School for Autistic Children, Inc.
 - Maryhaven Center of Hope
 - School for Language and Communication Development
7. Consultant Services Agreement with Richard W. Johnson, PT
8. Donation of Furniture to Bellport Middle School Reading Program

VOTE: *Motion carries unanimously.* 7-Yes, 0-No, Absent (Herrmann,Picini).

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J. PUBLIC COMMENTARY (NON-AGENDA ITEMS)

Ron Kinsella (resident): Commented on the sidewalk request, the Greater Bellport Land Use Plan, night security, lights at Brookhaven Elementary School.

Jason Neal (resident): Reported on programs and events offered at the Boys and Girls Club.

K. CLOSING REMARKS BY BOARD MEMBERS

- Thanks to Mr. Neal for the update on the Boys and Girls Club.
- Thank you to BJ's Wholesale Club, Dorothy Hulse, and Knapp-Swezey Foundation for their donations to our District.
- Having the Board Agenda projected electronically at Board meetings.
- Thank you to Trustee Powell for chairing the meeting.

EXECUTIVE SESSION

A motion (Stines / DeVito) to convene to Executive Session to discuss a personnel matter at 9:15 pm.

VOTE: *Motion carries unanimously . 7-Yes, 0-No, Absent (Herrmann, Picini).*

Public session reconvened at 9:45 pm.

ADJOURNMENT

A motion (Morales / Stines) to adjourn the meeting at 9:45 pm.

VOTE: *Motion carries unanimously . 7-Yes, 0-No, Absent (Herrmann, Picini).*

Respectfully submitted,

Nancy Poulos

Nancy Poulos
District Clerk

Attachments

TO: Board of Education of South Country Central School District
 FROM: Denise Longobardi, Claims Auditor
 RE: Purchase Order/ Warrant Review June 2014
 DATE: July 1, 2014

I have reviewed and approved for payment the warrants and purchase orders for the period of June 2014. The warrants reviewed include the following:

<u>Warrant #</u>	<u>Date</u>	<u>Fund</u>	<u>\$ Amount</u>
38	5/29/14	General	\$ 0.00**
39	5/29/14	General	\$ 8,127.32**
40	6/2/14	General	\$3,744,640.87
41	6/2/14	General	\$ 0.00
42	6/27/14	General	\$1,908,258.55
43	6/30/14	General	\$ 165,700.50
21	6/6/14	Federal Fund	\$ 77,521.19
22	6/27/14	Federal Fund	\$ 40,611.57
21	6/6/14	Cafeteria	\$ 2,354.35
22	6/27/14	Cafeteria	\$ 182,676.76
18	6/6/14	Capital H2	\$ 536.20
16	6/6/14	Capital H3	\$ 4,690.47
17	6/27/14	Capital H3	\$ 18,470.00
50	6/6/14	Trust & Agency	\$ 2,119,618.48**
51	6/6/14	Trust & Agency	\$ 1,827.07**
52	6/6/14	Trust & Agency	\$ 2,177,777.13
53	6/6/14	Trust & Agency	\$ 114,222.28
54	6/27/14	Trust & Agency	\$ 11,491.38
55	6/27/14	Trust & Agency	\$ 2,314,363.16
56	6/27/14	Trust & Agency	\$ 7,800,814.09
57	6/30/14	Trust & Agency	\$ 679,435.14

** Not previously reported on May 2014 report

The exceptions and recommendations noted during the period include the following:

- The following payments had invoices that were over 90 days old when paid. Accounts payable made several attempts to obtain proper approval from the purchase order initiator, before payment was processed.
 - Ward's Natural Science Est LLC- check 95676, p.o. 14-0806, invoice 8056674487, invoice date 2/10/14, \$59.38, Bellport HS- M. Bernstein.
 - Follett Library Resources- check 96048, p.o. 14-1970, invoice dated 12/16/13, \$28.89, Kreamer Street- V. Williams.
 - Paul Feltman- check 24424, p.o. 14-1797, conference reimbursement 10/21/13, \$100.00.
 - Laurie O'Hara- check 24430, p.o. 14-2272, 1/15/14 mileage reimbursement, \$58.82.

2. The following payments had incorrect invoice numbers on the check stub. The check stubs were corrected before mailing to vendor:
 - Office Depot- check 96088, p.o. 14-2791, invoice 712821977002, \$57.45.
 - Schwing Electrical Supply- check 96115, p.o. 14-0073, invoice S4331555.002, \$189.12.
3. Confirming Purchase order- During my review of purchase orders in the month of June 2014, I have found 6 instances in which the expense was incurred prior to the purchase order being approved by the purchasing agent. I have found that the purchases were not emergency situations, and the expense date was before the purchase order date. I recommend using "open" purchase orders for vendors used frequently in this situation. The vendors that were confirming purchases are detailed on the attached excel spreadsheet.
 - Desmond Burke- check 95591, p.o. 14-2763, p.o. date 5/28/14, service provided 4/25 & 4/26/14, Bellport HS- S. Fandale, \$2,118.00.
 - Double Eagle Golf Ent. Inc.- check 95604, p.o. 14-2710, p.o. date 5/8/14, invoice dated 4/30/14, Athletics, \$6,600.00.
 - Education At Mather- check 95611, p.o. 14-2790, p.o. date 5/29/14, invoices dated 10/1/13, 11/5/13, 12/1/13/and 2/3/14, confirming and over 90 days old when paid, \$2,340.00, Student Support Services.
 - HCT LLC- check 95621, p.o. 14-2432, p.o. date 2/28/14, invoice date 2/1/14, and over 90 days old when paid, \$95.00, Student Support Services.
 - Montfort Therapeutic Residence- check 95642, p.o. 14-2784, p.o. date 5/29/14, invoices dated 1/6/14, 2/4/14, 3/3/14, and 4/1/14, and over 90 days old when paid. South Haven CSE- \$7,750.00.
 - SCMEA- check 96117, p.o. 14-2830, p.o. date 6/10/14, invoice dated 4/24/14, Bellport HS- J. Uzzi, \$125.00.
4. Kerry Carson- check 24404, p.o. 14-2656, Void check- reimbursement for food incorrect. \$ 1,149.89.
5. Diana Browning Wright Inc.- check 24406, p.o. 14-3593, void check, need additional documentation for travel expenses, \$13,636.13.
6. Suzette Fandale- check 95614, p.o. 142058, 5/19/14 supplies purchased were shipped to employees home address, \$50.21.
7. The following Medicare reimbursement checks were voided during processing due to changes in reimbursements after the checks were processed: check 95760, 95769, 95858, 95872, 95889.
8. The following payments were made from non-original invoices:
 - One Way Supply Corp- check 30614, p.o. 14-2277, invoice 59515, \$18.00, Ken Catalano- Bellport HS.
 - Rifton- check 24434, p.o. 14-2592, invoice 250TN-1, \$1,432.50, Student Support Services.

Number of exceptions noted: 18
 Number of checks processed: 814
 Error percentage: 2.21%

CC: Charles Delargy -Assistant Superintendent for Business

TAB #2

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

East Patchogue, New York

Board of Education Priorities 2014-15

1. Using the *Conversational Leadership* technique make working together as a Board and functioning as a leadership team a priority. (Mini Retreats 11/5/14, 2/25/15, 6/3/15)
2. Continue putting the Common Core Learning Standards (CCLS) and associated curricula and assessment into practice.
3. Demonstrate measurable progress in overall and sub-group performance at all buildings and graduation rates at the high school.
4. Maximize school-home communication and increase family engagement and the participation of all families at school and in the education of their children.
5. Review and evaluate our new initiatives and intervention programs for program effectiveness.
6. Review and evaluate school policies, procedures and structures that impact a diverse group of learners.
 - Progressive Discipline & Standards of Intervention policy for implementation with consistency and fidelity, as well as policy effectiveness
 - Eligibility policy for implementation with consistency and fidelity, as well as policy effectiveness
7. Review and evaluate our current use of South Haven, Brookhaven Annex, and the trailer at administration, and develop a facility use plan or revenue source in time for 2014-15 budget consideration.
8. Investigate full-day pre-kindergarten programming that includes transportation in time for 2015-14 budget consideration.
9. Develop a fiscally responsible and transparent budget maximizing efficiency and economy ensuring the district is using its resources to deliver the best educational program.

TAB #3

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 9/10/2014

OFFICE OF ORIGIN: *Office of Curriculum, Instruction & Technology*

DATE MATERIAL SUBMITTED: 9/2/2014

CATEGORY OF ITEM: Action

TITLE: *CSE, SCSE & CPSE Recommendations*

Request for approval of the following CSE/SCSE & CPSE recommendations:

G.1.

CSE/SCSE	112220000	CSE/SCSE	100190001
CSE/SCSE	073030005	CSE/SCSE	122230716
CSE/SCSE	092050007	CSE/SCSE	122230136
CSE/SCSE	006702579	CSE/SCSE	006801382
CSE/SCSE	052760000	CSE/SCSE	091540000
CSE/SCSE	071370002	CSE/SCSE	072470022
CSE/SCSE	072420023	CSE/SCSE	052030000
CSE/SCSE	060430003	CSE/SCSE	006701429
CSE/SCSE	082610005	CSE/SCSE	070460001
CSE/SCSE	122230365	CSE/SCSE	062480006
CSE/SCSE	112380000	CSE/SCSE	006600069
CSE/SCSE	070870012	CSE/SCSE	006702429
CSE/SCSE	122230242		

G.2.

CPSE	122230716	CPSE	122230436
CPSE	122231154	CPSE	122230656

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: September 10, 2014

OFFICE OF ORIGIN: Student Support Services

DATE MATERIAL SUBMITTED: August 29, 2014

CATEGORY OF ITEM: Action

TITLE: CSE/SCSE Recommendations

STAFF RECOMMENDATION:

Date:	Location:	# of Students
08/28/14	BOCES	2
08/26/14	BOCES	1
08/21/14	Brookhaven Elementary	1
08/20/14	BOCES	2
08/19/14	BOCES	1
08/15/14	Bellport Middle School	5
08/14/14	Bellport High School	6
08/14/14	BOCES	1
08/12/14	Student Support Services	1
08/12/14	Brookhaven Elementary	1
08/07/14	BOCES	2
08/06/14	Bellport High School	1
08/06/14	BOCES	1

BACKGROUND RATIONALE: Recommendation of the CSE/SCSE

Not an official record; subject to change

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: 9/10/14

OFFICE OF ORIGIN: Student Support Services, Southaven School

DATE MATERIAL SUBMITTED: 9/2/14

CATEGORY OF ITEM: Action

TITLE: CPSE Recommendations

STAFF RECOMMENDATION:

Date of CPSE meeting	No. of Students
8/21/14	3
8/28/14	1

BACKGROUND RATIONALE: Recommendations of the CPSE

Not an official record; subject to change

TAB #4

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT

Memo To: Dr. Joseph Giani, Superintendent of Schools
From: Nelson C. Briggs, Assistant Superintendent for Human Resources
Date: September 4, 2014
Subject: Human Resources Personnel Changes **September 10, 2014**

Administration recommends approval of the following changes in Personnel:

H.1 Approve Retirements/Leave of Absences

Resignations					
No.	Unit	Name	Assignment	Effective Date	Reason
1.1	BTAA		Teacher-LOTE/BHS	10/02/14 (No Later than)	Accepted a position in another District
1.2	BTAA		Teaching Assistant/KRM	09/02/14	Personal
1.3	BTAA		Teaching Assistant/BMS	09/02/14	Accepted a position in another District
Leave of Absence					
No.	Unit	Name	Assignment	Effective Date	Reason
1.4	BTAA		Teaching Assistant/BHS	09/02/14-TBD	FMLA

H.2 Approve Recalls

No.	Unit	Name	Assignment	Effective Date	Reason
2.1	BTAA		Teaching Assistant/KRM	09/03/14	
2.2	BTAA		Teaching Assistant/BMS	TBD	

H.3 Approve Long-Term Substitutes

Building Substitutes					
No.	Unit	Name	Assignment	Effective Date	Salary
3.1	NC		Building Substitute/BHS	09/02/14	N/A
3.2	NC		Building Substitute/BHS (Replacing)	09/11/14	\$115.00
3.3	NC		Building Substitute/VWC	09/02/14	N/A
3.4	NC		Building Substitute/VWC (Replacing)	09/11/14	\$115.00
3.5	NC		Building Substitute (ISS)/BMS	09/11/04	\$115.00
3.6	NC		Building Substitute/SSS	09/11/04	\$115.00

H.4 Approve Non-Instructional New Appointments

Full-time						
No.	Unit	Name	Assignment	Effective Date	Salary	Replacing
4.1	BTAA		School Monitor/VWC	09/11/14	\$13.22/hr.	
4.2	BTAA		School Monitor/FPL	TBD	\$13.22/hr.	
4.3	BTAA		Special Education Aide 1:1/VWC (Change in assignment from School Monitor position)	09/02/14	\$18.75/hr.	
4.4	BTAA		Special Education Aide 1:1/FPL	TBD	TBD	
4.5	BTAA		Special Education Aide 1:1/BRK	TBD	TBD	
4.6	BTAA		Special Education Aide 1:1/BMS	TBD	TBD	
4.7	BTAA		Special Education Aide Shared/BMS	TBD	TBD	

H.5 Approve Additional Work

Updates to General Education Summer School					
No.	Unit	Name	Assignment	Effective Date	Salary
5.1	BTA		Teacher -To proctor and grade Regents and RCT exams. Not to exceed 20 hours	07/7/14-08/15/14	\$26.00/hr.
Training for Teaching Assistants and Aides Funded by 611 Grant					
No.	Unit	Name	Assignment	Effective Date	Salary
5.2	BTAA		Not to exceed a total of 10 hours-BHS	08/7/14-08/15/14	\$20.98/hr.
5.3	BTAA		Not to exceed a total of 10 hours-BHS	08/7/14-08/15/14	\$23.89/hr.
5.4	BTAA		Not to exceed a total of 10 hours-BHS	08/7/14-08/15/14	\$18.99/hr.
5.5	BTAA		Not to exceed a total of 10 hours-BHS	08/7/14-08/15/14	\$19.54/hr.

H.6 Approve Extra Duty Assignments

Clubs				
No.	Unit	Name	Assignment	Stipend
6.1	BTA		Peer Facilitator (Peer Mediation)/BHS	N/A
6.2	BTA		Peer Facilitator (Peer Mediation)/BHS	\$1,714
6.3	BHS		Italian Club Honor Society/BHS	N/A

Clubs Cont'd				
No.	Unit	Name	Assignment	Stipend
6.4	BHS		Italian Club Honor Society/BHS	\$1,714
6.5	BHS		French Club Honor Society/BHS	N/A
6.6	BHS		French Club Honor Society/BHS	\$1,714
6.7	BHS		Class Advisor - 11th Grade - 2 of 2 positions	N/A
6.8	BHS		Class Advisor - 11th Grade - 2 of 2 positions	\$2,150
6.9	BHS		Writing Club/Inkwell	N/A
6.10	BHS		Writing Club/Inkwell	\$74
6.11	BHS		Log	\$1,800 (Split)
6.12	BHS		Log	\$1,800 (Split)
6.13	BHS		Computer Club	N/A
6.14	BHS		Computer Club	\$1,714

Interscholastic				
No.	Unit	Name	Assignment	Stipend
6.15	BTA		RESIGNED-Girls Cheerleading Varsity. Effective 9/12/14	N/A
6.16	BTA		RESIGNED-Girls Cheerleading JV. Effective 9/12/14	N/A
6.17	BTA		Girls Cheerleading Varsity. Effective 9/13/14 (Replacing M. Reyes)	\$8,261 (Prorated)
6.18	BTA		Girls Cheerleading JV. Effective 9/13/14 (Replacing B. Leskiewicz)	\$5,938 (Prorated)
6.19	NC		Boys Soccer Varsity	VOL
6.20	NC		Girls Soccer Varsity	VOL
6.21	NC		Girls Soccer Varsity	VOL
6.22	NC		Girls Soccer JV	VOL
6.23	NC		Boys Football Varsity	VOL

H.7 Approve Salary Schedule Changes/Adjustments

No.	Unit	Name	Position/Building	Effective Date	From	To
7.1	BTA		Teacher/BRK	09/01/14	\$65,795 (M5)	\$68,407 (M15/5)
7.2	BTA		Teacher/BHS	09/01/14	\$71,019 (M45/4)	\$73,632 (M60/4)
7.3	BTA		Teacher/BHS	09/01/14	\$73,632 (M45/5)	\$76,245 (M60/5)
7.4	BTA		Teacher/BHS	09/01/14	\$86,695 (M30/11)	\$89,309 (M45/11)
7.5	NC		Assistant Superintendent for Business/CO	07/01/14	\$200,850	\$203,850
7.6	NC		Assistant Superintendent for Human Resources/CO	07/01/14	\$185,658	\$188,658

H.8 Approve Substitutes

No.	Unit	Name	Assignment	Effective Date	Rate of Pay
8.1	NC		Substitute Teacher (Certified)-DSW	09/11/14-06/26/15	\$95.00/day
8.2	NC		Substitute Teacher (Certified)-DSW	09/11/14-06/26/15	\$95.00/day
8.3	NC		Substitute Teacher (Certified)-DSW	09/11/14-06/26/15	\$95.00/day
8.4	NC		Substitute Teacher (Certified)-DSW	09/11/14-06/26/15	\$95.00/day
8.5	NC		Substitute Teacher (Certified)-DSW	09/11/14-06/26/15	\$95.00/day
8.6	NC		Substitute Teacher (Certified)-DSW	09/11/14-06/26/15	\$95.00/day
8.7	NC		Substitute Aide-DSW	09/11/14-06/26/15	\$9.00/hr.
8.8	NC		Substitute Teaching Assistant-DSW	09/11/14-06/26/15	\$9.75/hr.
8.9	NC		Guard Substitute-DSW	09/11/14-06/30/15	\$19.00/hr.
8.10	NC		Guard Substitute-DSW	09/11/14-06/30/15	\$21.00/hr.
8.11	NC		Substitute Custodial Worker-DSW	09/11/14-06/30/15	\$11.00/hr.

LEGEND

Schools/Buildings

BHS = Bellport High School
 BMS = Bellport Middle School
 FPL = Frank P. Long Intermediate
 BRK = Brookhaven Elementary
 VWC = Verne W. Critz Elementary
 SHS = South Haven School
 SSS = Student Support Services
 DSW = District Wide

Unit/Group

BTA = Teachers
 BTAA = TA/Aides/Monitors
 SCAA = Directors/Principals/AP
 SEC = Security
 CSEA = Clerical/B&G/Nurses
 STU = Student Worker
 VOL = Volunteer
 NC = Non Contractual

TAB #5

South Country Central School District



BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: September 10, 2014

OFFICE OF ORIGIN: Business Office

DATE MATERIAL SUBMITTED: September 2, 2014

CATEGORY OF ITEM: Action

1. Consultant Service Agreement's with:
 - Home Care Therapies, LLC, dba Horizon Healthcare Staffing
 - St. James Tutoring, Inc.
2. Business Associate Agreement with Brown & Brown of NY, Inc. dba as Fitzharris & Co.
3. Donation from DonorsChoose.org for Frank P. Long
4. Central Office Employee Benefits Agreements

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of June, 2014, by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and Home Care Therapies, LLC, dba Horizon Healthcare Staffing (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 20 Jerusalem Avenue, 3rd Floor, Hicksville, New York 11801.

A. TERM

The term of this Agreement shall be from July 1, 2014 through June 30, 2015 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, CONSULTANT shall provide those services set forth on the attached Schedule "A" in accordance with the request(s) of the DISTRICT.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP), Section 504 Accommodation Plan, and/or Individual Health Services Plan (as applicable), as may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the CONSULTANT upon any modification of the foregoing.
4. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
5. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.

6. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
7. Upon execution of this Agreement, at the request of the DISTRICT, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
8. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
9. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
10. CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), the DISTRICT'S administrative staff and medical staff. The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT'S CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings, and at no additional cost.
11. CONSULTANT shall maintain records, logs, and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall receive copies of the same.
12. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
13. 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).

14. CONSULTANT shall attempt to provide substitute coverage in the event of the absence of the regularly scheduled service provider. The services of the substitute provider shall be in accordance with all terms and conditions of this Agreement.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement initiates litigation in connection with such services, CONSULTANT shall promptly give written notice of same to the DISTRICT.
16. Insurance:
 - a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
 - b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
 - c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
17. School District agrees not to directly or indirectly hire, or use the services of any Clinician assigned by Horizon within one (1) year after the last date of the assignment without written permission from Horizon. In the event School District either: (i) employs any Clinician on a permanent or temporary basis, (ii)

uses any Clinician's services in a consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing company, School District agrees to pay Horizon a referral fee of \$5,000.

In the event one particular Clinician is utilized more than an accumulated 1170 hours through Horizon, Horizon will waive referral fees if School District chooses to hire the individual directly.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED SCHEDULE "A"

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.

** If the services provided pursuant to this Agreement are covered by Medicaid, CONSULTANT shall bill Medicaid directly for such services, and will accept the Medicaid reimbursement as payment in full for such services.*

3. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with reasonable notice of the cancellation.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
5. Neither CONSULTANT nor any of its personnel shall share or accept any fee or gratuity for services provided pursuant to this Agreement except as expressly set forth in this Agreement.

D. MISCELLANEOUS

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
 - c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
2. Independent Contractor:
- a. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 - c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
4. Defense / Indemnification
- a. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, 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 CONSULTANT, its officers, directors, 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.

b. DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, 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 DISTRICT, its officers, directors, 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.

5. 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:

To District: South Country Central School District
189 Dunton Avenue
East Patchogue, NY 11772

To Consultant: Horizon Healthcare Staffing
20 Jerusalem Ave.
3rd Floor
Hicksville, NY 11801

6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. 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.
8. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect 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.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
10. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written:

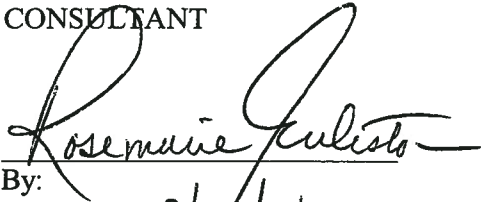
agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT


By: _____

8/20/14

DISTRICT

By:

President, Board of Education

Horizon
Healthcare
Staffing



Horizon Group

**Homecare Therapies LLC/dba Horizon Healthcare Staffing
School Services and Rates
2014 – 2015 School Year**

Nursing Services

Registered Nurse (RN)	\$47.50 per hour	– Health Office/Trip Substitute
Registered Nurse (RN)	\$48.00 per hour	– 1:1 (Skilled Nursing Services)
Licensed Practical Nurse (LPN)	\$38.50 per hour	
Certified Nursing Assistant (CNA)	\$21.00 per hour	
Health/Behavioral Paraprofessional	\$19.00 per hour	

***If the Nurse works more than eight (8) hours in a day, Horizon will bill the District in 15-minute increments.**

If the same Nurse works in the District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.

The minimum daily assignment is four (4) hours. Assignments lasting less than four (4) hours will be billed for the entire four (4) hours.

Related Educational Services

Occupational Therapist (OT)	\$75 per student in a 30-minute session* for 1 or 2 students at one site
	\$45 per student in a 30-minute session* for 3 or more students at one site
	\$37.50 per student in a group of 5:1
	\$145 per evaluation
	\$135 per consult
	\$125 per screening

Physical Therapist (PT)	\$75 per student in a 30-minute session* for 1 or 2 students at one site
	\$45 per student in a 30-minute session* for 3 or more students at one site
	\$37.50 per student in a group of 5:1
	\$145 per evaluation
	\$135 per consult
	\$125 per screening

Horizon
Healthcare
Staffing



Horizon Group

Speech Therapist (ST)

\$80 per student in a 30-minute session* for 1 or 2 students at one site

\$52 per student in a 30-minute session* for 3 or more students at one site

\$40 per student in a group of 5:1

\$175 per evaluation

\$155 per consult

\$140 per screening

***Mandates of more than 30 minutes will be prorated.**

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
189 Dunton Avenue
East Patchogue, New York 11772**

CONSULTANT SERVICES AGREEMENT

This Agreement is entered into this _____ day of June, 2014 by and between the BOARD OF EDUCATION of the SOUTH COUNTRY CENTRAL SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 189 Dunton Avenue, East Patchogue, New York 11772 and ST. JAMES TUTORING, INC. (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 24 Suite B Bellemeade Avenue, Smithtown, NY 11787.

A. TERM

The term of this Agreement shall be from July 1, 2014 through June 30, 2015 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
4. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
5. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.
6. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of the CONSULTANT, its officers, directors, agents or employees in relation to the performance of this Agreement.

C. SERVICES AND RESPONSIBILITIES:

1. The CONSULTANT shall provide the services set forth in this Agreement, as need and at the DISTRICT'S request, to those student(s) referred by the DISTRICT.
2. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to "home teaching". Elementary students shall receive (1) hour of instruction per day up to a maximum of five (5) hours of instruction per week; Secondary students shall receive (2) hours of instruction per subject up to a maximum of ten (10) hours of instruction per week. Instructional services shall consist of common branch instruction (Grades 1 – 6) and instruction in English, Mathematics, Social Studies, Science, Sportsfolio, and other major course of study as applicable.
3. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall be provided at the following location(s):
 - The student's home, provided that there is an adult (at least 18 years of age) present; or
 - the public library; or
 - any other site specified by the District
4. All services provided by CONSULTANT to students under this Agreement shall be in accordance with each student's Individualized Education Plan (IEP) to the extent applicable, as it may be modified from time to time. Prompt notice shall be given by the DISTRICT to the CONSULTANT upon any modification of a student's IEP.
5. The DISTRICT shall obtain whatever releases, prescriptions or other legal documents are necessary for the CONSULTANT to perform its services pursuant to this Agreement.
6. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
7. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
8. To the extent applicable, CONSULTANT will work cooperatively with the Committee on Special Education (CSE), the Committee on Pre-School Special Education (CPSE), and the DISTRICT'S administrative staff, and will work directly under the administrative supervision of the Assistant Superintendent for Funded Programs, Compliance and School Improvement. The CONSULTANT agrees to make relevant personnel available to participate to meetings of the DISTRICT's CSE or CPSE when appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.

9. CONSULTANT shall provide services and maintain records, logs and reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department, and DISTRICT policies and procedures in force during the term of this Agreement including those pertaining to confidentiality of student records. All students' records, logs, etc., will be the property of the DISTRICT and will be considered mandated records.
10. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.
11. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services under this Agreement.
12. CONSULTANT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
13. CONSULTANT shall provide the DISTRICT with a list of all individuals who shall be providing services pursuant to this Agreement. Said list shall contain the individuals' name, social security number, and license number (if applicable). It is the responsibility of the CONSULTANT to notify the DISTRICT of any additions or deletions to the list of service providers.
14. All teachers provided by CONSULTANT must be certified by the New York State Education Department.
 - a. This requirement may be waived by the DISTRICT on a case by case basis.
 - b. The certification of all teachers employed by CONSULTANT and providing services under this Agreement shall be provided to the DISTRICT.
15. CONSULTANT shall provide monthly attendance reports, progress reports, and report cards at the DISTRICT'S request.
16. CONSULTANT shall be responsible for the scheduling of all appointments.
17. In the event a student is absent or fails to appear for a scheduled appointment, CONSULTANT shall notify the DISTRICT in writing.

D. REPRESENTATIONS:

1. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional

standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence. Upon execution of this Agreement, CONSULTANT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement.

2. In the event that the required license/certification of any agent or employee CONSULTANT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, CONSULTANT shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the attached Schedule "A".
2. The DISTRICT will not incur any charges should any tutor placed by the CONSULTANT be absent for any reason whatsoever. However, should a student be absent, the DISTRICT will be billed for the scheduled session, unless the DISTRICT or the STUDENT provides the CONSULTANT with 24 hours notice of the student's absence.
3. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
4. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

F. INSURANCE:

1. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.

3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the District in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

G. TERMINATION:

1. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The parties agree that CONSULTANT'S failure to comply with any material terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. MISCELLANEOUS

1. 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:

To District: South Country CSD
 189 Dunton Avenue
 East Patchogue, New York 11772

To Consultant: St. James Tutoring
 24 Suite B Bellmeade Avenue
 Smithtown, NY 11787

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. 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.
4. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect 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.

5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. 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.
7. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

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

ST. JAMES TUTORING, INC.

SOUTH COUNTRY CENTRAL
SCHOOL DISTRICT



Date: 8/7/14

Date: _____

"Schedule A"

St. James Tutoring, inc.

24 Suite B Bellemeade Ave.

Smithtown, NY 11787

Tel (631)584-5318

Fax (631)584-5953

August 18, 2014

Mrs. Carol Seidman, Sr. Clerk Typist
Student Support Services
South Country Central School District
2714 Montauk Highway
Brookhaven, NY 11719

Dear Mrs. Seidman:

St. James Tutoring's fee for home teaching is \$47.00 per hour - per student.

St. James Tutoring will instruct all South Country Central School District students in all levels of instruction from Special Education to Regents and Honors programs. The South Country Central School District students who are in a hospital setting during regents week will take their Regents exams at the hospital and the exam will be immediately shipped via Fed Ex to the appropriate South Country Central School District for correction and recording of the exam grade in the South Country Central School District grade reporting system. Telephone conferences and required CSE. Meetings are priced at the same rate as the home teaching (i.e.) \$47.00 per hour.

If you have any questions please do not hesitate to call.

Thank you,

Elizabeth B. Creedon - Awad
Educational Director



August 19, 2014

**Re: *Final HIPAA Privacy and Security Rules
Revised Business Associate Agreements
Signature & Return Required***

We are a business associate for one or more of your health plans (collectively, the "Plan"). Under HIPAA, we are required to enter into a privacy/security agreement with the Plan. Enclosed is a copy of a contract prepared by our legal counsel. The agreement is based on the sample business associate agreement provisions issued by the U.S. Department of Health and Human Services ("HHS") under HIPAA. The agreement includes changes to HIPAA required by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the new HIPAA regulations issued by HHS on January 25, 2013. In reviewing the agreement, please note the following:

Section 2.1 of the contract sets forth our duties and responsibilities under HIPAA as a result of HITECH. Business associates are subject to the HIPAA privacy and security rules in a manner similar to the Plan, as a covered entity.

HITECH requires individuals, HHS and in some cases, the news media, to be notified in the event that unsecured protected health information ("PHI") is breached. Section 2.6 addresses the breach notification requirements. While the Plan (not the business associate) has the responsibility to provide these notifications under HITECH, under Section 2.6 we agree to do the following to assist you:

1.1 Notify the Plan promptly in the event we become aware of a breach, within 10 calendar days of discovery.

1.2 Notify affected individuals and the news media if we committed the breach or it was committed by our officer, employee, subcontractor or agent or is within our unique knowledge. In these circumstances, we will provide an advance copy of the notice to you for review and approval before it is sent. However, we expect you to promptly complete your review and not unreasonably withhold approval.

1.3 Maintain a log of breaches of unsecured PHI with respect to the Plan which we become aware of during a calendar year and submit it to you annually so you can notify HHS. This will occur on a calendar year basis.

Section 6.7 contains mutual indemnification language. In other words, if you or the Plan or one of your agents violates the HIPAA privacy and security rules and it causes us to

incur liability you will indemnify us. Conversely, if we violate the HIPAA privacy or security rules and it causes you or the Plan to incur liability, we agree to provide indemnification.

The new HIPAA regulations are effective on March 26, 2013. However, covered entities and business associates generally have until September 23, 2013 to bring business associate agreements into compliance for the new requirements. There is a special transition rule which provides for an additional year (until September 23, 2014) for a compliant business associate agreement to be put in place. That transition rule applies where there was an existing business associate agreement between the parties on January 25, 2013 and that contract wasn't renewed or modified between March 26, 2013 and September 23, 2013. It is important for the parties to sign a new business associate agreement within these time requirements.

We understand that you may have your own version of a business associate agreement you would prefer that we sign rather than the enclosed version. Please understand that both versions should not be signed. Only the version signed last is controlling. For this reason, we request that our version of the agreement be signed. We make this request for the following reasons:

1.4 As stated above, this contract is based on the sample business associate agreement provisions issued by HHS. For this reason, we believe that it is fair to both parties.

1.5 The indemnification language reflected in the agreement is reciprocal and also recognizes the rights of each party.

If acceptable, please sign and date the enclosed agreement. You may retain a copy for your records. **Please return the signed copy to 814 Fulton Street, Farmingdale, NY 11735 or fax a copy to 516-777-5777.** Thank you for your cooperation. If you have any questions, please contact me.

Sincerely,

Brown & Brown of New York, Inc

By 

Its Executive Vice President

Enclosures

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is being entered into between Brown & Brown of New York Inc. D.B.A. as Fitzharris & Company (“Business Associate”) and all of the Health Plans of Plan Sponsor, South Country Central School District (“Covered Entity”) to facilitate compliance with the HIPAA Rules. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article 1

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the HIPAA Rules including but not limited to: Breach, Data Aggregation, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Subcontractor, Unsecured Protected Health Information, and Use.

1.1 Business Associate

“Business Associate” means the person or entity described in the first paragraph of this Agreement, and shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

1.2 CFR

“CFR” means the Code of Federal Regulations.

1.3 Covered Entity

“Covered Entity” means all of the Health Plans maintained by Plan Sponsor, South Country Central School District, and shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103.

1.4 Designated Record Set

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

1.5 Electronic Health Record

“Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.6 HIPAA

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

1.7 HIPAA Rules

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

1.8 HITECH Amendment

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.9 Individual

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.10 Plan Sponsor

“Plan Sponsor” means South Country Central School District

1.11 Protected Health Information

“Protected Health Information” has the same meaning as the term “Protected Health Information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.12 Required By Law

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.13 Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

1.14 Security Incident

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

Article 2

Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules, Business Associate shall train its workforce regarding the HIPAA Rules, Business Associate shall enter into a privacy/security agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 146.410, and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408 or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate

receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are

defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information for the Covered Entity's approval. Covered Entity shall promptly review the proposed use and disclosure by the Business Associate of the de-identified information and shall not unreasonably withhold its approval.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Article 5

Term and Termination

5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect upon execution of this Agreement by both parties and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing. This Agreement shall automatically be terminated if Business Associate no longer provides services to Covered Entity.

5.2 Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

5.3 Effect of Termination

(a) Except as provided in subparagraph (b) upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by

Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(1) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Return to Covered Entity or if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(4) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(5) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:

Brown & Brown of New York, Inc.
Contact Person: John Triessl
814 Fulton Street
Farmingdale, NY 11735

Covered Entity:

Health Plans of: South Country Central School District
Contact Person: Charles Delargy
189 Dunton Avenue
East Patchogue, NY 11772

6.2 Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.5 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.6 Successors

This Agreement is binding on each party's legal successors.

6.7 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity and Plan Sponsor agree to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Covered Entity or Plan Sponsor, or agents of Covered Entity or Plan Sponsor, in violation of this Agreement.

6.8 No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity, Plan Sponsor and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

6.9 Choice of Law

This Business Associate Agreement shall be governed and construed under the laws of the State of New York, without regard to choice of law rules. Should a conflict between federal and state law arise, where it is determined that the laws of New York are more protective of PHI for this Business Associate Agreement, the laws of the State of New York shall apply.

6.10 Severability

In the event that any provision of this Business Associate Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

6.11 Entire Agreement.


This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements commitments or understandings with respect thereto. In the event of a conflict between the terms of this Business Associate Agreement and the Service Agreement, the terms of this Agreement shall control. The parties understand that no provision of the

Administration Agreement shall apply to this Agreement unless expressly referred to herein.”

6.12 Assignment

Neither party may assign their respective rights and obligations under this Business Associate Agreement without the written consent of the other party.”

Dated: _____

Brown & Brown of New York, Inc.
By 
Its Executive Vice President

District

Health Plans of South Country Central School

Dated: _____

By _____

Its _____

TO: Principal and Administrators at Frank P Long Intermediate School
FROM: DonorsChoose.org (212-239-3615)
RE: Mr. Suprina got funding for his classroom

Give Mr. Suprina a high five! Mr. Suprina recently earned funding at DonorsChoose.org for a classroom project called "Boomwhackers for Life Skills Students". A list of your donors is at bottom of this fax!

The resources for this project will arrive soon, and we hope you'll ensure they promptly reach Mr. Suprina's classroom.

1. Complete Upper & Lower Octave Sets Boomwhac... quantity 4, \$89.99 each

Please tell your front office to expect delivery of any materials within the next few weeks, and ask them to inform Mr. Suprina when packages arrive.

If Mr. Suprina is no longer teaching at your school, or if there is another reason this donation should not be made, please contact us immediately at principals@donorschoose.org. Save this notice if you need documentation of grants received.

DonorsChoose.org is a free nonprofit website where teachers at your school can receive funding for student resources. All we ask teachers to provide in return is a "thank-you package" for their donors. For information about control or use of resources funded through our site, visit www.donorschoose.org/resourcepolicy.

Thank you for fostering an environment where teachers go above and beyond for their students!

The DonorsChoose.org Team

P.S. Mr. Suprina inspired donations from:

Stephen Mallalieu (New York)
Anonymous Expired Giving Cards Spend Out (New York, NY)

See why these donors gave at
<http://www.donorschoose.org/project/boomwhackers-for-life-skills-students/1192961/>.

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