



**“FAMILY SUPPORT CENTER” AGREEMENT BETWEEN**

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**AND  
EAST AURORA UNION FREE SCHOOL DISTRICT**

This Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the East Aurora Union Free School District (the “District”) and \_\_\_\_\_ (the “Provider”), collectively referred to as the “Parties”.

**WHEREAS**, the Provider wishes to establish a satellite location for the purpose of providing \_\_\_\_\_ (the “Services”) to students enrolled in the District; and

**WHEREAS**, the District has office space available in its school buildings that is not currently needed for District purposes; and

**NOW, THEREFORE**, in consideration of the mutual promises and provisions contained herein, the Parties agree as follows:

1. **Definitions.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section for purposes of this Agreement:
  - a. “Satellite Clinic” means the physical site licensed under the Provider to be used for the provision of the Services.
  - b. “Regulatory Requirements” means the Federal, State and/or Local laws and regulations that apply to school districts and/or the Provider.
2. **Purpose.** The purpose of this Agreement is to outline each Party’s roles and responsibilities in the implementation and administration of a Satellite Clinic to be located in the District’s school building(s).
3. **Satellite Clinic.** The Provider will be given access to the Family Support Center and/or office spaces in District buildings to utilize such space as a Satellite Clinic to provide the Services to District students.

- a. Besides providing access to the space, the District shall have no involvement in the relationship between the Provider and the District's students. The Provider shall be solely responsible for obtaining necessary consent for Services, communicating with District students and their families to make arrangements for the Services, and any payment for the Services, if applicable, shall be arranged between the Provider and the families.
- b. The Provider shall have exclusive access to the space at mutually agreed upon times. The Provider understands, however, that District employees and/or other non-District entities have access to and may use the space at other times and, accordingly, the Provider's use is non-exclusive. The Provider is expected to maintain possession and control of their belongings and records. The District is not responsible for loss or damage to any of Provider's belongings or records that are left unattended in the Family Support Center. However, the District will ensure that the Provider is notified as soon as possible, but within twenty-four hours of its discovery, of any security incident that resulted in or that may have resulted in unauthorized access, use, disclosure, modification, or destruction of the Provider's belongings or records.
- c. Both Parties understand and acknowledge that the Services are provided by the Provider, separate and apart from the District and its programs and services. Throughout the term of the Agreement, the Provider may communicate with the District regarding non-confidential information related to referrals, intake, appointments, etc., to the extent any assistance is needed from the District to coordinate logistics for the Services. The Provider may also share information regarding particular students and/or supports that the District may be able to provide to such students in the school environment. Any such communication shall be in compliance with the Health Insurance Portability and Accountability Act ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA").

#### **4. Responsibilities of the Parties.**

During the term of this Agreement, the Provider will:

- a. Ensure that all employees working in the Satellite Clinic maintain all necessary certifications/licenses required to perform the Services.
- b. Identify and inform the District of one main contact person responsible for communicating with the District on behalf of the Provider related to any and all issues in order to carry out the Services identified within this Agreement.
- c. Communicate and collaborate with the District regarding any needs of the Provider or of the District, as well as any issues or concerns that may arise.
- d. Upon request, provide education to District staff related to the identification of students who may need to be referred for Services and/or how to best work with students with particular needs related to the Services.
- e. Provide any equipment or supplies necessary to provide the Services.
- f. Comply with the District's Code of Conduct and all other reasonable instructions or expectations provided by the District to the Provider.

- g. Ensure that the Services provided meet all applicable New York State County, and Federal Laws and Regulatory Requirements including, but not limited to, the Health Insurance Portability and Accountability Act (“HIPAA”) and the Family Educational Rights and Privacy Act (“FERPA”).

During the term of this Agreement, the District will:

- a. Identify and inform the Provider of one main contact person responsible for communicating with the Provider on behalf of the District related to any and all issues in order to carry out the Services identified within this Agreement.
- b. Allow the Provider to utilize the space identified above at the days/times identified above, in order to provide the Services to District students.
- c. Communicate and collaborate with the Provider regarding any needs of the Provider or of the District, as well as any issues or concerns that may arise.
- d. Provide education to District staff related to the identification of students who may need to be referred for Services and/or how to best work with students with particular needs related to the Services.
- e. The District will provide basic office supplies in the office space utilized for the Services.

- 5. **Term of Agreement.** This Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_ (a period of no longer than 12 consecutive months) unless sooner terminated as provided for in Paragraph 6. The Parties may agree to extend the term of this Agreement and any such extension shall be in writing and signed by both Parties.
- 6. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.
- 7. **Rates & Fees.** No charges or fees will be exchanged between the Parties as a result of this Agreement and the provision of the Services referenced in this Agreement.
- 8. **Licenses and Certificates.** The Provider represents that it possesses, and shall maintain, all required licenses and certificates necessary to provide the Services and that copies will be provided to the District upon request.
- 9. **Employment Status.** The relationship between the District and the Provider is that of an independent contractor. Neither Party nor any of either Party’s employees, representatives or agents shall be construed to be agents, employees, or officials of the other Party.
- 10. **Confidential Information.** The District will not disclose any student data, education records or other information protected by FERPA to the Provider, without specific written consent from an eligible students and/or parent/guardian in accordance with FERPA.

11. **Fingerprinting.** The Provider agrees that all individuals who will be working on behalf of the Provider at the Satellite Clinic shall receive fingerprinting clearance from NYSED. If their fingerprints are not current/active in NYS's TEACH system, it is the responsibility of the provider/individual to obtain it, including bearing the cost.
12. **Insurance Coverage.** Prior to the effective date of this Agreement, the Provider will provide to the District valid and up-to-date proof of insurance coverage. The Provider will maintain uninterrupted insurance coverage for the duration of the Agreement. The Provider will supply the District with a current certificate of liability, naming the District as additionally insured in the amount of \$1,000,000 USD.
13. **Indemnification.** The Provider agrees to indemnify and hold harmless the District, its administrators, Board of Education members, employees, agents, and representatives from any and all liability, damages, fines, or judgments (including those based on negligence) which may arise as a result of the Provider's acts and omissions in the performance of this Agreement or violation or breach of any promise, representation, or the law. The District agrees to indemnify and hold harmless the Provider from any and all liability, damages, fines, or judgments (including those based on negligence) which may arise as a result of the District's acts and omissions in the performance of this Agreement or violation or breach of any promise, representation, or the law.
14. **No Assignment.** No provision of this Agreement shall be assigned or subcontracted without the prior written consent of the other Party.
15. **Notices.** All notices between the Parties shall be in writing as follows:

<p><b>To the Provider</b></p> <p>Name:</p> <p>Address:</p> <p>Email:</p>	<p><b>To the District:</b></p> <p>East Aurora UFSD  Attn: Joanne George  430 Main Street  East Aurora, NY 14052  JGeorge@eaufsd.org</p>
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16. **Applicable Law.** The Parties agree that this Agreement shall be governed and interpreted by the laws of the State of New York, without regard to conflict of laws principles. The Parties consent to jurisdiction and venue in Erie County Supreme Court or in the United States District Court for the Western District.
17. **Survival.** Unless otherwise provided herein, the rights and obligations of any Party which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

18. **Severability.** The provisions of this Agreement are severable. If any part of it is found to be unenforceable, all other provisions shall remain fully valid and enforceable, provided that severance of the unenforceable provision does not defeat the intent of the Parties as reflected in this Agreement.

19. **Entire Agreement.** This Agreement constitutes the complete and final agreement between the Parties and may not be modified, altered or changed orally.

**IN WITNESS WHEREOF**, the Parties have agreed and executed this Agreement as of the date(s) set forth below.

\_\_\_\_\_  
Provider Name:

\_\_\_\_\_  
Date

Title:

\_\_\_\_\_  
Brian D. Russ, Superintendent of Schools  
East Aurora Union Free School District

\_\_\_\_\_  
Date

*\*Not valid unless the complete introduction and paragraphs 5 and 15 are completed.*