 **New York State Association for Rural Health**

**Master Service Agreement**

### CLIENT:

New York State Association for Rural Health (NYSARH)

### PRINCIPLE PLACE OF BUSINESS:

01 Main Street, Suite 102, Canton, New York 13617

### PARTICIPATING FOR CLIENT:

Richard K. Merchant I Board President I rkm@nahecnet.org

**CONTRACTING AGENCY:** SWB Consulting Services (SWB)

### PRINCIPLE PLACE OF BUSINESS:

99 Thompson Street, Fayetteville NY 13066

### PARTICIPATING FOR SWB:

Sara Wall Bollinger I Principal I sara@swbconsultingservices.com

Document: Version 1.2

March 22, 2019

This Master Service Agreement (Contract) is between the New York State Association for Rural Health (NYSARH) and SWB Consulting Services (SWB) . NYSARH and SWB may each be referred to as "Party" or collectively, the "Parties".

## Purpose:

SWB will provide administrative services (the "Services") as described in the Statement of Work (SOW) attached to this Contract as Exhibit A. April to June 2019 service fees are set forth in the SOW, and subject to acceptable delivery of the deliverables itemized therein. The SOW is made part of this Contract and may be amended upon the prior written agreement of the Parties.

## SWB Responsibilities:

1) Commit staff and resources dedicated to provide administrative services identified in the SOW; 2) Represent NYSARH in all relevant and related events, circumstances, communications, and activities as appropriate and expected by the NYSARH Board of Directors Director of Strategic Development (Sara Wall Bollinger); 3) Submit monthly invoices for identified services rendered for payment, and; 4) Maintain the confidentiality of all NYSARH and member/partner information identified during the course of this Contract.

## NYSARH Responsibilities:

1. Provide service guidance and direction for SWB in alignment with the NYSARH Strategic

Plan, and by way of Board expectations and Committee charges and objectives, which shall be outlined in the SOW; 2) Evaluate and provide feedback to SWB for work rendered; 3) Provide SWB with timely responses to requests for information and communication that SWB requires for achievement of contracted deliverables, and; 4) Submit payment to SWB within 30 days of invoice for satisfactory work rendered.

## Compensation

## NYSARH will pay SWB a total of $10,000 for the term of this Agreement, to be invoiced and paid monthly.

## Sub-Contractors

## In order to provide the level of professional expertise desired by NYSARH, SWB may, at its discretion, sub-contract portions of the Scope of Work to other vendors. SWB remains responsible for oversight of these sub-contractors and is accountable for their results.

## Term/Termination:

**Term:** The term of this Contact shall be from April 01, 2019, through June 30, 2019 (the Initial Term), unless earlier terminated or renewed as set forth herein.

**Termination:** NYSARH may terminate this Contract at any time with or without cause upon 30 days' prior written notice to SWB.

NYSARH may terminate this Contract immediately if SWB, or its employees or agents providing the Services hereunder, are excluded, disqualified or otherwise sanctioned by a government health care program, including without limitation, Medicare or Medicaid. SWB understands and acknowledges that it may not be entitled to compensation by NYSARH for Services rendered during any period of such government exclusion, disqualification and/or sanctioning.

**Notice**: Any notice required to be given in connection with this Contract shall be in writing and sent by prepaid, certified mail with return-receipt requested or by hand delivery with acknowledgement or receipt to the receiving party in accordance with the individual and at the address set forth below, or as amended by giving notice in accordance with this paragraph.

To **NYSARH:**

Richard K. Merchant, Board President

01 Main Street Suite 102

Canton, New York 13617

To **SWB**:

Sara Wall Bollinger, SWB Consulting Services

 99 Thompson Street

 Fayetteville NY 13066

Indemnification/Insurance:

Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold the other party and its contractors, agents, employees, officers, directors, affiliates and assigns harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and expenses) of third parties arising from or related to the acts or omission of the Indemnifying Party, its officers, directors, employees, and agents. The obligations in this Section will not be limited in any way by any other provisions of this Contract, including the limitation of liability section set forth above. Both Parties shall have the right to participate in any defense of a third party claim against either Party, with counsel of choice at each other's own expense. The terms of this Section will survive any termination or cancellation of this Contract.

SWB shall always keep in full force and effect during the Term of this Contract professional and comprehensive liability insurance policies with coverage amounts as are customary for businesses of the type and size of SWB, and the Services provided hereunder. Upon request, SWB shall provide to NYSARH a copy of a certificate or certificates of insurance demonstrating that the insurance coverages set forth above are in full force and effect.

Limitation of Liability: In no event shall either Party be liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from: (a) the use of or inability to use the service; (b) disclosure of, unauthorized access to, or alteration of NYSARH information, data, communication or messages; (c) statements by, conduct of, or content from any service providers or other third parties in connection with the service; or (d) any other matter relating to the service, even if the other Party has been advised of the possibility of such damages. This limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts.

Exclusion. During the Term of this Contract, SWB warrants and represents that neither it, nor its employees providing the Services hereunder, are not subject to any fraud or other legal proceedings, and are limitation, Medicare or Medicaid. In the event SWB learns of any circumstance that may interfere with this warranty, it shall immediately notify NYSARH.

# Confidentiality:

During the course of the engagement, SWB or NYSARH may be given access to confidential or proprietary information that relates to the other party or its administrators, trustees, members, participants, beneficiaries, employees, partner organizations or other personnel, including, but not limited to, technology, employment, pension, financial, medical, personnel, and historical information (the "Confidential Information"). Therefore:

* 1. The Confidential Information of NYSARH and its members/partner organizations and SWB may be used by the other party only in connection with the engagement.
	2. NYSARH and SWB agree to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like-kind, but always at least in a reasonable manner. Access to Confidential Information shall be restricted to the personnel and contractors of NYSARH and SWB involved in the engagement who have in turn agreed to be bound by these confidentiality provisions.
	3. The Confidential Information may not be copied or reproduced without NYSARH's or SWB’s prior written consent.
	4. All Confidential Information made available hereunder, including all copies, shall be returned or destroyed upon the first to occur of (i) completion of the engagement, or (ii) request by NYSARH or SWB.
	5. In the event NYSARH or SWB receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of NYSARH or SWB prompt notice to the other party of such receipt. NYSARH or SWB shall thereafter be entitled to comply with such subpoena or other process to the extent required by law.
	6. In any event, NYSARH and SWB shall not permit any information regarding either Parties' members, technology, administrators, trustees, participants, beneficiaries, or other personnel or personnel data to be disseminated, sold, assigned, leased, or licensed to any third party, nor otherwise used or commercially exploited in any way

# Trustees, Members, Directors, and Employees:

The execution of this Contract shall impose no personal liability on the individual Board members, trustees, members, directors, and employees of NYSARH nor SWB and in the event of breach, non-performance or other default, NYSARH and SWB agree not to seek personal judgment against any past, present or future Board member, trustee, member, director, or employee of the other party, their heirs, executors or administrators, but to look only to the assets of NYSARH and SWB for satisfaction of any claim it may have against the other party.

# Miscellaneous:

**Non-Exclusive.** Nothing in this Agreement shall prevent NYSARH from contracting with a third party for the same or similar services. Nothing in this Agreement shall prevent SWB from providing the same or similar services to others.

**Amendment.** This Contract may be amended or changed only by the mutual written consent of the Parties.

**Assignment/Binding Effect.** Neither Party shall assign this Contract without the prior written consent of the other Party. This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**Captions.** The captions used in this Contract are for reference purposes only and shall not be used to interpret the meaning of the provisions.

**Governing Law/Venue.** This Contract shall be governed by New York Law without regard to its conflicts of law principles. Venue for any action arising under this Contract shall be in a court of competent jurisdiction located in Cortland County, New York.

**Entire Agreement/Waiver.** This Contract plus the attachments and exhibits contain the entire understanding between the Parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter of this Contract. The waiver of any term or condition of this Contract by either Party shall not operate or be construed as a subsequent waiver by either Party.

**Severability.** If any term or condition of this Contract or the application thereof to any person or circumstance shall be held to be illegal, invalid or unenforceable, the remainder of this Contract and the application of any term or condition to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and all other terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Contract as of the Effective Date set forth above.

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Sara Wall Bollinger Richard K. Merchant

SWB Consulting Services NYS Association for Rural Health

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