

**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 NYSARH:**

Helen Evans I Board President I evansh@ardentnetwork.org

**CONTRACTING AGENCY:**

SWB Consulting Services

**PRINCIPLE PLACE OF BUSINESS:**

99 Thompson St. Fayetteville NY 13066

**PARTICIPATING FOR SWB:**

Sara Wall Bollinger I Principal I sara@SWBConsultingServices.com

*"To improve the health and well-being of rural New Yorkers and their communities"*

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") as described in the Statement of Work (SOW) attached to this Contract.

# SWB Responsibilities:

* 1. Represent NYSARH in all relevant and related events, circumstances, communications, and activities as appropriate and expected by the NYSARH Board of Directors;
	2. Submit monthly invoices for identified services rendered for payment, and;
	3. Maintain the confidentiality of all NYSARH and member/partner information identified during the course of this Contract.

# Ill. 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;
2. Evaluate and provide feedback to SWB for work rendered; and,
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.

# Term:

* 1. **Term:** The term of this Contact shall be from July 1, 2021, through August 31, 2021.

# 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 acknowledgment or receipt to the receiving party in accordance with the individual and at the address set forth below.

To **NYSARH**:

Helen Evans

NYSARH Board President c/o Ardent Solutions

85 North Main Street Wellsville, NY 14895

To **SWB**:

Sara Wall Bollinger

SWB Consulting Services

99 Thompson St. Fayetteville, NY 13066

# Indemnification / Insurance:

Each 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 keep in full force and effect at all times during the Term of this Contract, professional liability insurance policies with coverage amounts as are customary for businesses of the type and size of and the Services provided hereunder.

# Exclusion:

During the Term of this Contract, SWB warrants and represents that neither it, nor its employees or sub-contracted employees providing the Services hereunder, are subject to any fraud or other legal proceedings. 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.

* 1. 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.
	2. 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.

# Miscellaneous

* 1. **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 a third party.
	2. **Amendment.** This Contract may be amended or changed only by the mutual written consent of the Parties.
	3. **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.
	4. **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 St. Lawrence County, New York.
	5. **Entire Agreement/Waiver.** This Contract plus the attachments and exhibits contain the entire understanding between the Parties and supersede 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.
	6. **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.
1. **Payment**

SWB will invoice NYSARH. NYSARH will pay SWB a flat fee of $2,850 per month.

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

By: By: Helen Evans, NYSARH Sara Wall Bollinger, SWB

Board President Principal

Date: Date:



