

WYOMING CENTRAL SCHOOL BOARD OF EDUCATION

REGULAR MEETING

Apr 11, 2024

6:00 PM

- I. Pledge of Allegiance
- II. Call to Order
- III. Agenda: Additions or Deletions 1 ___ 2 ___
- IV. Public Forum
- V. Board Discussion
- VI. Presentations
 - A. Drama Club, Art Club- Shannon Gauthier, Holly Reinhardt
 - B. Band, Chorus- Holly Reinhardt
- VII. Consent Items 1 ___ 2 ___
 - A. Approve minutes of the 3/14/24 regular meeting
 - B. Approve Treasurer Report, Budget by Function, and Budget Transfers - Feb. 2024
 - C. Approve Cooperative Natural Gas Supply Bid WFL 2025-19 Resolution
 - D. Approve Transportation Request(s) to non-public school(s) for 2024-25
 - E. Approve 2023-2024 CAFL Service Contract
 - F. Approve The 2023-24 Contract for Health and Welfare Services between the Batavia City School District and Wyoming Central School District
 - G. Approve Contracts with Wyoming County Youth Bureau to Provide Related Services and Center Based Special Education to Preschoolers With Disabilities
- VIII. President's Report
- IX. Superintendent's Report
- X. Treasurer's Report
- XI. Old Business
- XII. New Business

XIII. Executive Session

XIV. Personnel

XV. CPSE/CSE

XVI. Adjournment

WYOMING CENTRAL SCHOOL

WYOMING, NEW YORK

BOARD OF EDUCATION

SPECIAL MEETING

MARCH 14, 2024

Members present: Kaitlyn Bush, Benjamin Chamberlain, Jessica Merrill, Barry True, Haley Tygart, Rudd Wetherwax, Nicole White

Others present: Emily Herman, Nancy Norton

Guests: None.

Call to Order: The meeting was called to order at 6:00 pm by Mr. Chamberlain, Board President.

Executive Session: Resolved, the Board retired into executive session at 6:01 pm for the purpose of conducting the Superintendent's evaluation, on motion by Mr. True and second by Mrs. Merrill.

Yes-7 Bush, Chamberlain, Merrill, True, Tygart, Wetherwax, White

No-0

Motion approved.

Out of Executive Session:

The Board reconvened regular session at 6:44 pm.

Adjournment: Resolved, the Board adjourned the meeting at 6:45 pm. on motion by Mr. Chamberlain and second by Mrs. Bush.

Respectfully submitted,

Nancy Norton

District Clerk

WYOMING CENTRAL SCHOOL

WYOMING, NEW YORK

BOARD OF EDUCATION

REGULAR MEETING

MARCH 14, 2024

Members present: Kaitlyn Bush, Benjamin Chamberlain, Jessica Merrill, Barry True, Haley Tygart, Rudd Wetherwax, Nicole White

Others present: Emily Herman, Joelle Stroud, Nancy Norton

Guests: Marie May, Jessie Romasser, Blake Swearingen

Call to Order: The meeting was called to order at 6:46 pm by Mr. Chamberlain, Board President.

Approval of Agenda: Resolved, the Board approves the agenda on motion by Mrs. Merrill and second by Mr. True.

Yes-7 Bush, Chamberlain, Merrill, True, Tygart, Wetherwax, White

No-0

Motion approved.

Public Forum: None.

Board Discussion: None.

Presentations: Marie May and Jessie Romasser, Ski Club Advisors, gave a presentation on the ski club.

Marie May, Pageturners Advisors, gave a presentation on the page turners club.

Consent Items: Resolved, the Board approves the following items A.-K. on motion by Mr. Chamberlain and second by Mr. Merrill:

A. Approve the 1st reading and waive the 2nd reading of Policy #7140 Universal PreKindergarten.

B. Approve students' participation in modified softball at Pavilion CSD.

C. Approve 4/11/24 as a regular meeting at 6:00 pm and 4/22/24 as a special meeting at 6:00 pm.

D. Approve on 5/9/24 a Public Hearing on the 2024-2025 proposed annual budget at 6:00 pm, immediately followed by a regular meeting.

E. Approve the minutes of the 2/8/24 regular meeting

F. Approve the Treasurer Report and Budget by Function for January 2024

- G. Approve Staff Appreciation Week expenses, not to exceed \$250
- H. Approve \$100,000 Capital Outlay Exception Project for 2024-2025
- I. Approve a letter of intent to purchase a bus in 2024-2024
- J. Approve resolution to participate in Restated Genesee Area Healthcare Plan (“GAHP”) Municipal Cooperative Agreement:

WHEREAS, the Genesee Area Healthcare Plan (“GAHP”) was established pursuant to a Municipal Cooperation Agreement to Provide Health Benefits, which was last revised and adopted dated February 26, 2013 (the “Predecessor Agreement”); and

WHEREAS, the Wyoming Central School District is currently a participant in GAHP (“Participating District”); and

WHEREAS, Section XX of the Predecessor Agreement provides that it may be amended by an affirmative vote of two-thirds of all members of the Board of Directors (“Board Members”) then appointed and serving on the GAHP Board; and

WHEREAS, the GAHP Board voted on February 13, 2024, to revise, restate and rename the Predecessor Agreement the “Restated Municipal Cooperative Agreement to Provide Health Benefits” effective July 1, 2024; and

WHEREAS, Article 5-G Section 119-o of the New York General Municipal Law, and Article XX of the Predecessor Agreement, require that changes to the Predecessor Agreement must also be adopted by a majority vote of each Participating District’s governing body;

WHEREAS, the Wyoming Central School District desires to continue its participation in GAHP on and after July 1, 2024;

NOW THEREFORE, the Board of Education of the Wyoming Central School District has voted to remain a member of GAHP and to approve and become a Participating District in the Restated Municipal Cooperative Agreement to Provide Health Benefits effective July 1, 2024.

- K. Approve contract between Wyoming CSD and CPL for architect services for the 2023 CIP

Yes-7 Bush, Chamberlain, Merrill, True, Tygart, Wetherwax, White
No-0
Motion approved.

President’s Report: None.

Superintendent’s Report: Federal and State budgets will determine the amount of aid our district will receive for the 2024-2025 budget.

Treasurer's Report:

Budget Review for 2024-2025:

- Wyoming Teachers' Association salaries will increase 4%.
- Wyoming Support Staff Association contract is in the process of negotiations.
- Superintendent and Terms & Conditions salaries will be determined.
- Health Insurance PPO plans will increase 4.9%
- ERS employer contributions will be 15.2% and TRS employer contributions will be 10.25%
- High School tuition for regular education students will remain the same and tuition for special education students is to be determined.
- The tax cap for our district is 3.50% or \$76,742. Due to the uncertainty of the state aid formula, if we have a decrease in enrollment it results in a decrease in state aid.
- Foundation Aid projected cut is \$390,000 or 21.5%.
- Both houses of the government are trying to restore Save Harmless.
- Use \$400,000 of surplus from this years' budget to offset the decrease in foundation aid of \$390,000.
- Expecting the Governor's budget to be late, after budget decisions need to be made for next year's budget.
- Reserves will not be able to be funded as in the past, as certain grant funding will end in September.

Old Business: None.

New Business: None.

Executive Session: Resolved, the Board approves to adjourn into executive session for the purpose of contractual and personnel at 7:32 pm, on motion by Mr. Chamberlain and second by Mrs. Merrill.

Yes-7 Bush, Chamberlain, Merrill, True, Tygart, Wetherwax, White
No-0
Motion approved.

Out of Executive Session: The Board reconvened regular session at 8:00 pm.

Personnel: A. Accept letter dated March 2024, for the purpose of retirement as of June 30, 2024, of William Fuest, Bus Driver, on motion by Mrs. Merrill and second by Mr. Chamberlain.

Yes-7 Bush, Chamberlain, Merrill, True, Tygart, Wetherwax, White
No-0
Motion approved.

CSE/CPSE: Resolved, the Board approves the CSE minutes dated 2/16/24, 2/28/24, 2/29/24 and CPSE minutes dated 2/6/24 & 3/6/24 & 3/12/24, on motion by Mr. Chamberlain and second by Mrs. Merrill.

Yes-7 Bush, Chamberlain, Merrill, True, Tygart, Wetherwax, White
No-0
Motion approved.

Adjournment: Resolved, the Board approves to adjourn the meeting at 8:01 pm on motion by Mr. True and second by Mr. Wetherwax.

Yes-7 Bush, Chamberlain, Merrill, True, Tygart, Wetherwax, White
No-0
Motion approved.

Respectfully submitted,

Nancy Norton
District Clerk

GENERAL RESOLUTION
FOR THE PURPOSE OF
PARTICIPATING IN A COOPERATIVE BID COORDINATED BY
THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF
ONTARIO, SENECA, WAYNE AND YATES COUNTIES
FOR

Cooperative Natural Gas Supply Bid WFL 2025-19

WHEREAS, The Board of Education, Wyoming Central School District of New York State desires to participate in a Cooperative Bidding Program conducted by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties from year to year or, until this Resolution is rescinded, for the purchase of supply of natural gas. And...

WHEREAS, The Board of Education, Wyoming Central School District of New York State is desirous of participating with The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties in the joint bid of the commodities and/or services mentioned below as authorized by General Municipal Law, Section 119-o... And...

WHEREAS, The Board of Education, Wyoming Central School District of New York State has appointed The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties as representative to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the Board of Education, Wyoming Central School District of New York State and making recommendations thereon...

THEREFORE...

BE IT RESOLVED, That The Board of Education, Wyoming Central School District of New York State and The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties hereby accepts the appointment of The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters related above... And...

BE IT FURTHER RESOLVED, That The Board of Education Wyoming Central School District of New York State authorizes the above-mentioned Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters regarding the entering into contract for the purchase of the below-mentioned commodities and/or services... And...

BE IT FURTHER RESOLVED, That The Board of Education Wyoming Central School District of New York State agrees to assume its equitable share of the costs incurred as a result of the cooperative bidding... And...

NOW, THEREFORE, BE IT RESOLVED, That The Superintendent on behalf of the Board of Education, Wyoming Central School District of New York State hereby is authorized to participate in cooperative bidding conducted by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties for supply of natural gas and if requested to furnish The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties an estimated minimum number of units that will be purchased by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties. The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties is hereby authorized to award cooperative bids to the bidder deemed to be the lowest responsive and responsible meeting the bid specifications and otherwise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts.

Date

Supt. of Schools/ Designated Rep.

Wyoming Central School District
School District



VICTOR: 590 Fishers Station Dr., Suite 130
Victor, New York 14564

GATES: 2765 Buffalo Rd., Suite 1B
Rochester, New York 14624

BUFFALO: 875 Elmwood Ave.
Buffalo, New York 14222

Phone: (585) 924-7207
Fax: (585) 924-7049
www.clinassoc.com

2023-2024 Service Provision Contract

Clinical Associates of the Finger Lakes ("CAFL") will abide by the following terms:

- Will provide Speech-Language Pathology, Assistive Technology, Occupational Therapy, Physical Therapy and/or PNT services as needed from 4/2/24 through 10/2/24, as requested by district and based on provider availability.
- Will supervise and compensate assigned staff.
- Will assure appropriate and adequate certification and malpractice insurance requirements for staff, in amounts acceptable to the school district.
- Will complete a daily log for each client.
- Will protect the confidentiality of student records.
- Will bill a rate of \$70 per half hour for indirect/direct services provided.
- Will make every effort to make up appointments missed due to either child or therapist absence.
- Will obtain appropriate scripts, upon district request.
- Will submit an invoice to Wyoming Central School District reflecting services provided.

Wyoming Central School District will abide by the following terms:

- Will provide to CAFL the names, IEP goals and relevant information on each student to receive services.
- Will pay CAFL a rate of \$70 per half hour for indirect/direct services provided.
- Will not directly or indirectly retain the services of any CAFL staff members during this agreement or within one year after its termination, except through CAFL.

This agreement will be in effect until the end date of 10/2/24. Both parties agree to provide 30 days written notice if the contract needs to be ended prior to that date.

Wyoming Central School District
Authorized Representative

Name: _____

Signature: _____

Date: _____

CAFL Director/CEO

Laura Fenn

Laura Fenn

4/2/24





BATAVIA CITY SCHOOL DISTRICT

Andrew Lang, School Business Administrator

260 State Street, Batavia, NY 14020

Phone: (585) 343 – 2480 ext. 1002

Email: andrewlang@bataviacsd.org

March 25, 2024

Joelle Stroud, District Treasurer
1225 Route 19
Wyoming, NY 14591

Dear Joelle,

Enclosed you will find an invoice and worksheet for Health and Welfare Services provided during the 2023-2024 school year.

Also enclosed is the Contract for Health and Welfare Services for 2023-2024. Please have the contract signed by the District's Board President and Superintendent. Return the original to the Batavia City School District to my attention and keep a copy for your records.

Do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kim Mills', is written over a light blue circular stamp.

Kim Mills
District Treasurer
Phone: (585) 343 – 2480 ext. 1016
Fax: (585) 344 – 8204
Email: kmmills@bataviacsd.org

Enclosure

BATAVIA CITY SCHOOL DISTRICT
260 State Street
Batavia, New York 14020

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in duplicate this 25th day of March 2024, by and between the Board of Education of the Batavia City School District and the Board of Education of the Wyoming Central School District

WHEREAS, the District is empowered under Education Law section 912 to enter into a contract with the Batavia City School District for the purpose of having the Batavia City School District provide health and welfare services for children who are residents of the District and who attend non-public schools located in the Batavia City School District during the period from September 1, 2023 through June 30, 2024.

NOW, THEREFORE, the parties agree as follows:

1. The District shall provide Resident Students with health and welfare services. Such health and welfare services shall include, but are not limited to: services performed by a physician, dentist, dental hygienist, nurse, school psychologist, school social worker or school speech pathologist, and may also include dental prophylaxis, vision and hearing tests, the maintenance of cumulative health records and the administration of emergency care programs for ill or injured pupils.
2. The Batavia City School District shall provide to Resident Students who attend the Non-Public Schools the health and welfare services which the Batavia City School District provides the students who attend its schools. The Batavia City School District shall also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the Non-Public Schools: supplies and equipment for use by a physician, school nurse-teacher, psychologist, dental hygienist, social worker, and speech pathologist (i.e., scales, vision and hearing testing devices, health record forms, first aid supplies, and all other readily transportable equipment and supplies pertaining to the delivery of services).
3. It is expressly agreed by and between the parties that the services agreed to be provided by the Batavia City School District under the terms of this agreement shall not include any teaching service.

4. The District shall pay the Batavia City School District the sum of \$658.61 per Resident Student for the health and welfare services which the Batavia City School District provides to approximately 3 Resident Student (s) under the terms of this agreement.
5. This agreement shall not become valid and binding on either party until the same shall be approved by the Superintendent of Schools of the District.

IN WITNESS WHEREOF, we have signed this agreement on the date written below.

District of Residence
Wyoming Central School

District of Location
Batavia City School District

By: _____

President, Board of Education

By:  _____

John Marucci

President, Board of Education

By: _____

District Superintendent

By:  _____

Jason A. Smith

District Superintendent

Date: _____

Date: 3/25/24 _____

Agreement

Between

WYOMING COUNTY YOUTH BUREAU

and

Wyoming Central School

1225 State Route 19

PO Box 244

Wyoming, New York 14591

FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2027

PRESCHOOL SPECIAL EDUCATION

PROVIDED TO PRESCHOOLERS WITH DISABILITIES

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between **WYOMING COUNTY**, a municipal corporation with offices at 143 North Main Street, Warsaw, New York 14569, hereinafter referred to as "COUNTY", and **Wyoming Central School**, having an office at, **1225 Route 19, PO Box 244, Wyoming, NY 14591**, hereinafter referred to as the "CONTRACTOR", is for the provision of services to Preschool Children with Disabilities pursuant to section 4410 of the New York State Education Law.

WITNESSETH:

WHEREAS, "BOARD" shall mean:

- 1) a board of education as defined in section two (2) of the New York State Education Law; or,
- 2) trustees of a common school district as defined in section 1601 of the New York State Education Law; and,

WHEREAS, "COMMISSIONER" shall mean the Commissioner of Education of the State of New York; and

WHEREAS, the CONTRACTOR warrants that it can meet the needs of children with disabilities placed in its approved program under section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the COMMISSIONER, and shall comply with all applicable federal, state, and local laws; and

WHEREAS, the CONTRACTOR has been approved by the COMMISSIONER to provide special education services in accordance with section 4410 of the New York State Education Law and Part 200 of the Regulations of the COMMISSIONER; and

WHEREAS, the COUNTY shall provide either directly or by contract for suitable transportation to and from the CONTRACTOR'S program, in accordance with section 4410 of the New York State Education Law and the Part 200 Regulations of the COMMISSIONER; and

WHEREAS, section 4410 of the New York State Education Law requires a contract, in a form approved by the COMMISSIONER, between the COUNTY and the CONTRACTOR of the approved program selected by the BOARD.

WHEREAS, the Wyoming County Board of Supervisors, by Resolution Number _____ authorized the execution of an Agreement with the CONTRACTOR for these services.

NOW, THEREFORE, in order to make available those services to children with disabilities placed under section 4410 of the New York State Education Law as determined by the BOARD, the parties hereto mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on **7/01/2024** and shall end on **6/30/2027** unless terminated earlier as provided herein.

The County and the Contractor shall have two (2) separate and consecutive options to extend the term for periods of one (1) year each. Each option shall be exercised in writing, and such option period shall commence upon the expiration of the immediately preceding contract period.

2. **SERVICES**

The CONTRACTOR shall agree to provide all services listed on the Individual Education Plan (IEP) for children with disabilities placed by the BOARD to attend the CONTRACTOR'S program as specified in **Appendix A**. The school year is hereby defined as a two (2) month session from July 1 through August 31 and a ten (10) month session from September 1 through June 30. The CONTRACTOR shall provide such services for that part of the school year for which children are placed by the BOARD.

3. **FINANCIAL ARRANGEMENTS**

All financial arrangements for services under this Agreement shall be between the COUNTY and CONTRACTOR in accordance with the provisions of paragraph 4 of this Contract. The CONTRACTOR shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the CONTRACTOR.

4. **REIMBURSEMENT OF EXPENDITURES BY THE COUNTY**

The COUNTY, in accordance with the provisions of this Contract, shall reimburse the CONTRACTOR for expenditures made for contracted services as follows:

- (a) Rates—Such payments shall be at the rates approved for tuition and, if applicable, evaluations and maintenance for residential placements. The rate for tuition, evaluations and maintenance shall be the amount established for such purpose by the COMMISSIONER and certified by the Director of the Budget of the State of New York. The COUNTY shall pay the CONTRACTOR only those rates which are set by the COMMISSIONER and transmitted in writing by the COMMISSIONER for only such period as the CONTRACTOR has the approval of the COMMISSIONER. Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the COMMISSIONER pursuant to Part 200 of the Regulations of the COMMISSIONER.

The CONTRACTOR will send to the COUNTY the letter of rate determination from SED within ten (10) business days of its receipt and furthermore the CONTRACTOR will submit to the COUNTY the letters and documentation in support of any appeal of the rate determination within ten (10) business days of submission to the New York State Education Department.

- (b) Submission of Vouchers—To receive payment by the COUNTY, the CONTRACTOR shall prepare and submit properly completed and executed Wyoming County claims and supporting documentation setting forth in detail the services provided by the CONTRACTOR. All billings must be accompanied by a county voucher such as **Appendix B** or a similar invoice used by the CONTRACTOR. Supporting documents shall include an original, completed and signed Program Log Sheet (see **Appendix C**) for each special education service the child is receiving. Vouchers received prior to the fourth day of the month will be processed and paid within forty-five (45) days. Any voucher received after the fourth day of the month will not be processed until the next billing cycle.
- (c) Audit—Claims must be approved by the Director of the Wyoming County Youth Bureau, or by his/her duly authorized representative and audited by the Wyoming County Financial Services. The CONTRACTOR shall, upon the request of the COUNTY, provide the COUNTY such documentation, records, information and data and response to such inquiries as the COUNTY may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the COUNTY and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the COUNTY deems necessary to assure or monitor payments to the CONTRACTOR under this Agreement. Such records shall include a prescription for all speech, occupational and physical therapy services rendered to the child.

- (d) In the event of notification by the COMMISSIONER of an official rate change, the CONTRACTOR shall submit a claim to the COUNTY for any additional payment due to a rate increase or shall notify the COUNTY of any refund owed due to a rate decrease.
- (e) No payment shall be required to be made by the COUNTY for tuition prior to receipt of Notification of Determination of Placement (STAC-1) or for evaluations prior to receipt of authorization to conduct the evaluation or reevaluation (STAC-5). The COUNTY shall pay tuition pursuant to such notification commencing with the date of enrollment prescribed therein. In the case of evaluations or reevaluations the COUNTY shall pay for such evaluations or reevaluations upon receipt of the properly completed authorization.
- (f) No parent or any other person shall be required or requested to make any payment for tuition, maintenance, or transportation, in addition to the payments made by the COUNTY pursuant to this Contract.
- (g) All claims for payment made to the COUNTY by the CONTRACTOR shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the COUNTY.
- (h) The CONTRACTOR shall be held liable for any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind that the COUNTY may incur, suffer or be required to pay by reason of the CONTRACTOR, its agents, officers, members, directors or employees' failure to comply with its responsibilities under this contract. In addition, the COUNTY may offset its payment to the CONTRACTOR in an amount equal to the above-referenced liabilities.
- (i) The CONTRACTOR shall prepare and make available such statistical, financial, and other records, pursuant to section 4410 of the New York State Education Law, as are necessary for reporting and accountability. All documents and records shall be consistent with New York State financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this Agreement shall be retained by the CONTRACTOR for nine (9) years after the school year in which services were rendered.
- (j) These records pursuant to section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review, or audit by the BOARD, the municipality where the CONTRACTOR is located, the State of New York, acting through the Education Department or the Office of the State Comptroller, federal and other personnel duly authorized by such municipality. In addition, such municipality shall make available any and all copies of such documents to such other MUNICIPALITIES as may contract with the CONTRACTOR.

5. STANDARDS OF SECTION 200.2 OF THE REGULATIONS OF THE COMMISSIONER

The CONTRACTOR will maintain the standards set forth under section 200.20 of the Regulations of the COMMISSIONER to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case the CONTRACTOR shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the COUNTY any amounts already received for that portion of such school year.

6. COMPLIANCE TO FEDERAL AND NEW YORK STATE LAWS OR REGULATIONS

This Agreement is subject to and shall comply with all applicable provisions of federal and New York State laws or regulations. This Agreement shall be governed by the Laws of the State of New York.

7. CONTRACTOR QUALIFIED, LICENSED, ETC.

The CONTRACTOR represents and warrants to the COUNTY that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it shall maintain throughout the term hereof, all necessary approvals, consents and licenses and/or certifications from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders actions

8. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the CONTRACTOR is and shall in all respects be considered an independent Contractor. The CONTRACTOR, its individual members, directors, officers, employees and agents are not and shall not hold itself out or claim to be an officer or employee of Wyoming County or make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

9. EMPLOYMENT COMPENSATION, PAYROLL TAXES, INSURANCES, ETC.

The CONTRACTOR shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the CONTRACTOR'S employees' expenses; compliance with Federal, State and Local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The COUNTY shall have no responsibility for any of the incidences of employment.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the CONTRACTOR remains responsible for ensuring that all services provided pursuant to this Agreement shall comply with all pertinent provisions of Federal, State and local statutes, rules and regulations. The CONTRACTOR agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders, including but not limited to those provisions relating to confidentiality, fraud, abuse and anti-kickback laws, and to fully cooperate with the COUNTY in this regard, and to execute any amendments necessary to comply with such laws, rules, regulations, orders and programs.

11. NON-DISCRIMINATION

The CONTRACTOR agrees that in carrying out its activities under the terms of this Agreement it shall not discriminate against any person due to such person's race, color, creed, disability, sex, marital status, age or national origin and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth in Sections 290-301 of the Executive Law of the State of New York.

12. FEDERAL SINGLE AUDIT

In the event the CONTRACTOR is a recipient through this Agreement, directly, or indirectly, of any funds of or from the United States government, the CONTRACTOR agrees to comply fully with the terms and requirements of the Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The CONTRACTOR shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133, and such other circulars, interpretations, opinions, rules and regulations that may be issued in connection with the Federal Single Audit Act.

13. **FINANCIAL, STATISTICAL SERVICE RECORDS AVAILABILITY**

The CONTRACTOR shall prepare and make available such statistical, financial, service and other records pursuant to regulations promulgated by the New York State Department of Health (NYSDOH), New York State Education Department (NYSED), New York State Office of Children and Family Services (NYSOCFS) or requested by the COUNTY as applicable. These records shall be subject at all reasonable times to inspection, review or audit by the COUNTY, the State of New York, acting through the Department of Health or the Office of the State Comptroller, federal and other personnel duly authorized by the COUNTY. These records shall be maintained for the period set forth in the State Regulations.

14. **AUDITS**

The CONTRACTOR shall submit a copy of any audit findings relating to services funded under this Agreement to the Wyoming County Youth Bureau.

15. **NON-ASSIGNMENT**

The CONTRACTOR shall not, in whole or part, assign, convey, transfer, sublet, mortgage, pledge, hypothecate, or grant any security interest in or otherwise dispose of this Agreement, or any of its right, title, or interest herein or its power to execute this Agreement, to any other person or entity without the prior written consent of the BOARD and COUNTY which such consent shall be attached to this Agreement as an amendment.

16. **SUBCONTRACT**

All agreements between CONTRACTOR and Sub-Contractors shall be by written contract and a copy shall be provided to the County. All subcontracts entered into by the CONTRACTOR relative to the purchase of services pursuant to this Agreement shall be written in accordance with all applicable federal and State laws, regulations and guidelines and shall be as disclosed on the application to the COMMISSIONER for program approval. No provision of any such subcontract shall be deemed to require any obligation, financial or otherwise, on the part of the COUNTY in addition to the established tuition, evaluation, and maintenance rates. Any arrangements entered into by a CONTRACTOR with a Sub-Contractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The CONTRACTOR shall not be relieved of any responsibility under this Agreement by any subcontract.

17. **INTENT TO SUBCONTRACT**

The CONTRACTOR shall give the COUNTY thirty (30) days written notice of its intent to subcontract and the COUNTY reserves the right to approve or disapprove of Sub-Contractors. The COUNTY reimbursement for services may be withheld in the event of noncompliance with this section. The CONTRACTOR will provide

to the COUNTY any information requested regarding the proposed Sub-Contractor(s).

18. **INSURANCE**

The CONTRACTOR will, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation Insurance, if required by law; general and professional liability insurance (including, without limitation, contractual liability) with minimum limits of liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and, automobile liability insurance in the amount of \$1,000,000 each occurrence for bodily injury and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended without thirty (30) days prior written notice to the COUNTY, shall be delivered to the COUNTY before final execution of this Agreement. Original renewal certificates conforming to the requirements of this section shall be delivered to the COUNTY at least sixty (60) days prior to the expiration of such policy or policies of insurance. The CONTRACTOR'S general liability and professional liability insurance shall provide for and name Wyoming County as an additional insured. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the COUNTY.

If any required insurance coverage contains aggregate limits or applies to other operations of the CONTRACTOR, outside of those required by this Agreement, the CONTRACTOR shall provide Wyoming County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection such insurance affords Wyoming County. The CONTRACTOR shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

19. **INDEMNIFICATION**

Notwithstanding the limits of any policy of insurance provided by the CONTRACTOR pursuant to this Agreement, the CONTRACTOR agrees to defend, indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against any and all liability, damages, costs, or expenses, causes of actions, suits, judgments, losses and claims of every name not described including attorney's fees and disbursements, brought against the COUNTY which may arise, be sustained, or occasioned directly or indirectly by any person, firm, or corporation arising out of or resulting from the performance of the services by the CONTRACTOR, arising from any act, omission or negligence of the CONTRACTOR, its agents and employees, or arising from any breach or default by the CONTRACTOR under this Agreement. Nothing herein is intended to relieve the COUNTY from its own negligence or misfeasance, or to assume any such liability for the COUNTY by the CONTRACTOR. If a conflict arises between the indemnification contained in this Agreement and the insurance certificate provided by the CONTRACTOR pursuant to this Agreement, the indemnification under this paragraph controls.

20. **AMENDMENT IN WRITING ONLY**

This Agreement may be modified or amended only in writing, duly executed by all parties, and shall be attached to and become a part of this Agreement.

21. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR and supersedes any and all prior agreements between the parties hereto for the services herein to be provided.

The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

22. **TERMINATION BY COMMISSIONER OR CONTRACTOR**

This Agreement shall be deemed to be terminated at any time as the COMMISSIONER withdraws approval for the CONTRACTOR to provide services or programs for children with disabilities. However, should the CONTRACTOR request termination of this Agreement based on the CONTRACTOR'S intent to cease operation, all specific close down procedures shall be followed by the CONTRACTOR in accordance with Part 200 of the Regulations of the COMMISSIONER. Written notice of any such termination shall be provided to the COUNTY and the BOARD(S) by the CONTRACTOR not less than sixty (60) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the CONTRACTOR shall undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to close down activities hereunder.

23. **TERMINATION BY THE COUNTY**

This Agreement may be terminated at any time upon sixty (60) days written notice by either party to the other party, without incurring any penalty on account of such termination. Notwithstanding the provisions of this paragraph, the COUNTY may terminate this Agreement immediately upon written notice to the CONTRACTOR upon the happening of any of the following:

- a) Funding for the services to be performed under this Agreement is terminated or curtailed.
- b) The CONTRACTOR becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.
- c) The CONTRACTOR violates any of the terms and conditions of this agreement, or any relevant statute or regulation.
- d) The State of New York determines that the services performed by the CONTRACTOR do not adequately meet the standards as prescribed by State and Federal requirements.
- e) The State of New York determines that the CONTRACTOR is disqualified pursuant to 10NYCRR, Part 200.

25. **CONFIDENTIALITY**

The COUNTY and the CONTRACTOR shall observe and require the observance by all Sub-Contractors and their employees of all applicable federal and New York State requirements relating to confidentiality of records and information, including 10 NYCRR, Part 200. The CONTRACTOR shall sign a Confidentiality Agreement as part of this Agreement (**Appendix D**).

26. **THIRD PARTY HEALTH INSURANCE**

- a) The CONTRACTOR shall secure, maintain and send to the COUNTY, upon request, clinical documentation as required by the terms of the Agreement and any and all policies and procedures issued by the COUNTY.
- b) The CONTRACTOR has the responsibility to provide clinical documentation, when requested, to enable

the COUNTY or its Contractors to bill third party health insurance(s).

- c) If the COUNTY, or its designee, bills third party health insurance (including Medicaid) and the claim is rejected or denied because of inadequate documentation, the COUNTY reserves the right to withhold payment from the CONTRACTOR equal to the amount rejected or denied by the third party health insurer.
- d) If the third party health insurer recovers monies from the COUNTY because of inadequate documentation provided by the CONTRACTOR, the COUNTY reserves the right to recover the amount from the CONTRACTOR.

27. ZERO COST TO FAMILIES

No parent or other person shall be required by the CONTRACTOR to make any payment for services provided pursuant to this Agreement unless otherwise prescribed by law.

28. MEDICAID AGREEMENT AND STATEMENT

The CONTRACTOR will complete and sign the Medicaid Agreement (**Appendix E**) and the Statement of Reassignment of Medicaid Benefits (**Appendix F**). The CONTRACTOR shall include with the submission of their monthly Program Log Sheets a completed daily session notes form such as (**Appendix G**). Each daily session note must include: Whether the service was provided individually or in a group (specify actual group size); the setting in which the service was rendered (school, home, other); date and time the service was rendered (record session start time and end time as well as length in minutes); brief description of the student's progress made by receiving the service during the session; printed name and title as well as the signature and credentials of the servicing provider and signature/credentials of supervising clinician as appropriate; CPT code(s) must be included for EACH Medicaid billable session. The following must also be included on the session notes, but can be written just once at the top of the page: student's name and specific type of service provided. The CONTRACTOR shall adhere to all requirements of the State Plan Amendment (SPA). Additional guidance documents can be found at: http://www.oms.nysed.gov/medicaid/billing_claiming_guidance

29. WRITTEN ORDERS/REFERRALS

The COUNTY will not be responsible for payment of any evaluation or service provided without a required written order/referral such as (**Appendix H**). The written order/referral must include: the name of the child for whom the order is written; the complete date the order was written and signed; the service that is being ordered; provider's contact information (office stamp or preprinted address and telephone number); signature of a NYS licensed and registered physician, a physician assistant, or a licensed nurse practitioner acting within his or her scope of practice (for psychological counseling services this also includes an appropriate school official and for speech therapy services, a speech-language pathologist); the ordering practitioner's National Provider Identifier (NPI) or license number; and a valid ICD-10-CM diagnosis code. To provide consistency and clear direction in written orders/referrals, the preferred format for dates is mm/dd/yyyy and the CONTRACTOR has the responsibility to convey such to the ordering provider. Please note that the date of the written order/referral must be prior to delivery of the evaluation and/or services. Related services may all be on one written order/referral provided the child's need for each service is specifically documented.

30. CHILD ABUSE REGISTRY

- a) The CONTRACTOR shall screen all *current* employees and subcontractors whom it determines have the potential for regular and substantial contact with a child through the Justice Center Vulnerable Persons Central Register (VPCR) that will include a Staff Exclusion List (SEL). The CONTRACTOR shall comply with Section 424-a of NYS Social Service Law to ensure form LDSS-3370 is completed and submitted to the State Central Register (SCR). Any provider who has the potential for regular and substantial contact with a child and who has not been checked through the SEL and SCR can only provide services in a supervised setting with another professional acting as supervisor. The CONTRACTOR will notify the COUNTY in writing, for each employee and subcontractor, that the screening has been completed and the result of the screening. The COUNTY reserves the right to terminate the contract if it learns that any employee or subcontractor is the subject of an indicated report.
- b) The CONTRACTOR shall screen all *prospective* employees and subcontractors whom it is actively considering for employment and who will have the potential for regular and substantial contact with a child through the Justice Center Vulnerable Persons Central Register (VPCR) that will include a Staff Exclusion List (SEL) and the State Central Register (SCR). The clearance must be completed and acceptable responses received from the Staff Exclusion List (SEL) and the State Central Register (SCR) prior to any unsupervised contact with children receiving services. The CONTRACTOR will notify the COUNTY in writing for any employee or subcontractor that is hired, that the screening has been completed and the result of the screening. The COUNTY reserves the right to terminate this contract if it learns that any employee or subcontractor is the subject of an indicated report.

31. MANDATED CHILD ABUSE REPORTING

Pursuant to Title 6, Article 6, Chapter 55 of the New York State Social Service Law, the CONTRACTOR and his/her/their employees/subcontractors are mandated child abuse reporters, and as such, must comply with all statutes and regulations pertaining to the same.

32. TITLE VESTED TO WYOMING COUNTY

Upon the completion of the work and services performed hereunder by the CONTRACTOR, title to all equipment, property and work performed by the CONTRACTOR shall vest in the COUNTY including, but not limited to, all other materials, equipment and other property purchased or acquired by the CONTRACTOR with funds provided by the COUNTY to accomplish such work and services.

33. QUALITY ASSURANCE PARTICIPATION

The CONTRACTOR shall participate in quality assurance activities that may include unannounced and announced site visits by the COUNTY, record reviews, family satisfaction surveys and other quality assurance activities as deemed necessary by the COUNTY.

34. BASIC HEALTH REGULATION

All individuals providing direct services to children shall be required to maintain basic immunization: tetanus every 10 years; tuberculosis (PPD intradermal) every 2 years. All new agency employees and independent contractors hired after July 1, 1999 who provide direct service to children shall be required to have a physical and updated immunizations. The CONTRACTOR shall maintain documentation and be available to provide same as requested by the COUNTY.

35. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The CONTRACTOR shall sign a certification regarding debarment, suspension and responsibility as part of this Agreement (**Appendix I**).

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement.

WYOMING COUNTY

Rebecca Ryan, Chairman, Wyoming County Board of Supervisors

Date

CONTRACTOR

Contractor's Authorized Signature

Date

APPENDIX A
SERVICES LISTING

NYSED Approved Centerbased Preschool Special Education Program* **

NYSED Approved Special Education Itinerant Teacher

NYSED Approved Preschool Evaluation Team

*** Supervision of Teachers of the Speech and Hearing Handicapped.** All children receiving speech-language services may receive these services from a teacher of the speech and hearing handicapped under the direction of a New York State Licensed or ASHA Certified Speech-Language Pathologist (SLP). At the time of contract renewal, the agency providing the service will fill out the "Under the Direction of" form in **Appendix J**. This form will be updated and sent to the municipality by the agency providing the service as changes are made. The SLP providing direction to the teacher of the speech and hearing handicapped must:

- Assure the delivery of speech-language pathology services as per the student's IEP.
- Assure the services are medically appropriate
- Provide face to face contact with the child receiving speech services at the beginning of treatment (before the first actual speech therapy session) and periodically thereafter.
- Clearly document the first meeting between the qualified SLP and the child.
- Be readily available, as needed, to the teacher of the speech and hearing handicapped for assistance and consultation (but need not be on the premises); and
- Review periodic progress notes prepared by the teacher of the speech and hearing handicapped, consult with the teacher and make recommendations, as appropriate.

**** Licensed occupational and physical therapy assistants** may provide treatment according to a plan developed by or in collaboration with a licensed occupational therapist / licensed physical therapist. They must work under the supervision of a licensed occupational therapist.

APPENDIX B

**Wyoming County Youth Bureau
Preschool Special Education Program
Provider Billing Cover Sheet**

Provider's Name (print): _____

Address: _____

Billing Period (month/year) _____

Program _____

Child's Name	Type of Service	# Sessions	Bill Rate	Total

TOTAL AMOUNT BILLED: _____

Providers Signature: _____
date

APPENDIX C

WYOMING COUNTY YOUTH BUREAU
Early Intervention Program & Preschool Special Education
Program Log Sheet - APPENDIX C

Please Check EI CPSE

PAGE 13

Phone (385) 736-8531 Fax (385) 736-8532

IFSP/IEP Recommended Amount & Frequency of Services

RD-10 CODE

MDH

Early Intervention Service Coordinator/County Representative

Student Name	M or F	School District	Authorization (IEP only)	NO SERVICE CODES (Explain in comments)	SERVICE LOCATION														
<p>INSTRUCTIONS:</p> <p>1. Dates of scheduled visits are circled. Dates of make up visits are dashed out with an X.</p> <p>2. When a child receives a service, circle the date and note the applicable Service Method code, Service Location Code & obtain verifying signature.</p> <p>3. If a child does not receive a scheduled service, circle the date and note the applicable No Service Code.</p> <p>4. When a child receives a service that is not normally scheduled (i.e. a makeup visit), place an X on the date, and note the applicable Service Method Code, Service Location Code & obtain verifying signature (signature not required for centerbased students).</p>																			
<p>EI SERVICE METHOD CODES:</p> <p>B. 30+ 45 minutes - Basic Home/Community/Individual</p> <p>E. 60+ min- Extended Home/Community/Individual</p> <p>G. Parent-Child Group</p> <p>C. Classroom</p>																			
<p>PRE-SCHOOL SERVICE METHOD CODES:</p> <ol style="list-style-type: none"> Individual (pullout, direct 1:1 therapy) Individual (integrated, push in) Group (pull out, not > 5 children with IEP's) Group (integrated, push in, not > 5 children with IEP's) Special Education Classroom (classroom teacher use only) 																			
Month	Year	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S
Date																			
Serv. Method																			
CFE Code																			
Start Time																			
End Time																			
Length																			
Location																			
MO Service																			
Verifying Signature																			
COMMENTS/NOTES:																			
Total Scheduled _____ Total Received _____																			

I hereby certify that the above referenced child has received the therapy listed.
 SERVICE PROVIDER PRINTED NAME-SIGNATURE LICENSE # NPI # _____ Date _____
 SUPERVISING PROVIDER (IF APPLICABLE) PRINTED NAME SIGNATURE LICENSE # NPI # _____ Date _____

**APPENDIX C-1
APPENDIX D**

WYOMING COUNTY YOUTH BUREAU

PRESCHOOL SPECIAL EDUCATION AND EVALUATIONS

CONFIDENTIALITY AGREEMENT

Wyoming Central School, provider of services to children eligible under this contract, agrees to adhere to the confidentiality and access to information requirements pursuant to all relevant law and regulation, including the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA) laws and New York State Education Department (NYSED) rules and regulations, including but not limited to the clinical records. This requirement applies to all employees, officers, agents and volunteers.

Date: _____ Signed: _____

Agency: _____

APPENDIX E

MEDICAID PROVIDER AGREEMENT

**BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND SERVICE PROVIDERS**

Contingent upon approval by the New York State Department of Health and Wyoming County to participate in Preschool (Section 4410) Program and the satisfactory completion of a Medicaid provider agreement and statement of reassignment for the purpose of establishing eligibility to participate in the New York State Medicaid Program under title XIX of the Social Security Act, **Wyoming Central School** hereinafter called the Provider, agrees as follows to:

A. (1) Keep any records necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medical Assistance.

(2) On request, furnish the New York State Department of Health, or its designee, and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider to the Preschool County Agency.

(3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

B. Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and marital status.

C. Abide by all applicable federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York.

D. Provide services in accordance with Section 4410 of the New York State Education Department as amended and Part 200 of the Commission Regulations (SED).

Authorized Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Date signed: _____

**APPENDIX F
STATEMENT OF REASSIGNMENT**

Wyoming Central School

By this reassignment, the above-named program/provider of Preschool Services agrees:

- 1. - to permit the County to retain any MEDICAID revenues received for Preschool services provided to Medicaid eligible children.**
- 2. - to accept as payment in full the contracted reimbursement rates for preschool related covered services.**
- 3. - to agree not to bill Medicaid directly for any service billed by the County under this contract.**
- 4. - to comply with all the rules and policies as described in the Agreement with Wyoming County for Preschool related services.**

Note: Nothing in this statement of assignment would prohibit a Medicaid Provider from claiming reimbursement for Medicaid eligible services rendered outside the scope this agreement.

AUTHORIZED SIGNATURE

DATE

APPENDIX G
WYOMING COUNTY YOUTH BUREAU
Daily Session Notes

Child's Name: _____ Therapy: _____ Month/Year: _____

<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>
<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>
<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>
<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>
<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>

APPENDIX H
Wyoming County Youth Bureau
Preschool Special Education Program

**Recommendation for Evaluations and all Health Related Support Services
as Indicated on a Student's Individualized Education Program**

Child's Name: _____ **Date of Birth:** _____

School District: _____

It is necessary to obtain prescriptions for the therapies as indicated by the above child's IEP (Individualized Education Plan). Provider please note Speech, Physical and Occupational *therapy* includes evaluation and services if warranted.

Service	Frequency & Duration	Reason Recommended:
_____ Physical Therapy	_____	_____
_____ Occupational Therapy	_____	_____
_____ Speech Therapy	_____	_____
_____ Psychological Counseling	_____	_____
_____ Audiological Evaluation	_____	_____
_____ Other Evaluation (please specify _____)	_____	_____

Medical Diagnosis Code (ICD-10): _____

Start date of Referral: _____ **End Date of Referral:** _____

Recommendation by (Print Name & Title): _____
(Physician, PA, Nurse Practitioner, NYS Licensed Speech/Language Pathologist)

Signature: _____ **License #:** _____ **Date:** _____
(Physician, PA, or Nurse Practitioner)

Signature: _____ **License #:** _____ **Date:** _____
(NYS Licensed Speech/Language Pathologist)

ASHA #: _____ **NPI #:** _____
(If Applicable)

Address: _____ **Phone #:** _____

*This script is required in accordance with Therapists' Practice Acts and therapy **CANNOT** begin until receipt of a **signed and dated** prescription is received.*

APPENDIX I

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

Wyoming Central School

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and,
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause of default.

Date: _____

[Print Name of Contractor]

By: _____

[Signature]

APPENDIX J
CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY

I, _____, CCC-SLP, Licensed Speech-Language Pathologist, with current license number _____, certify that I am providing "Under the Direction" (attached) services to the following Certified Teachers of the Speech and Hearing Handicapped (Therapist):

Name of Therapist	

I am providing accessibility to the Teachers of the Speech and Hearing Handicapped in the following manner:

Signature of Licensed Speech/Language Pathologist

Date

Agreement

Between

WYOMING COUNTY YOUTH BUREAU

and

WYOMING CENTRAL SCHOOL

1225 State Route 19

PO Box 244

Wyoming, New York 14591

FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2027

FOR RELATED SERVICES

PROVIDED TO PRESCHOOLERS WITH DISABILITIES

AGREEMENT

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this agreement, by and between **WYOMING COUNTY**, a municipal corporation with offices at 143 North Main Street, Warsaw, New York 14569, hereinafter referred to as "**County**" and, **Wyoming Central School**, having an office or residing at: **1225 Route 19, PO Box 244, Wyoming, NY 14591**, hereinafter referred to as the "**Contractor**" is for the provision of related services to preschool children with disabilities.

WITNESSETH:

WHEREAS, the County is required to contract with qualified service providers in order to make available those related services to preschool children with disabilities pursuant to section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education of the State of New York.

WHEREAS, the Wyoming County Board of Supervisors, by Resolution, authorized the execution of an agreement with the Contractor for such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **TERM:**

The term of this agreement shall commence on **July 1, 2024** and shall end on **June 30, 2027** unless terminated earlier as provided herein.

The County and the Contractor shall have two (2) separate and consecutive options to extend the term for periods of one (1) year each. Each option shall be exercised in writing, and such option period shall commence upon the expiration of the immediately preceding contract period.

2. **SERVICES:**

Appropriate services as set forth in **Appendices A and A-1** shall be provided by the Contractor subject to and in accordance with the requirements of section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education and all other applicable federal, state, and local laws and regulations. Copies of current regulations may be obtained from any local SETRC office.

Services shall adhere to the Individual Education Plan (IEP) established for each enrolled child. The Contractor may not modify, revise, initiate, or terminate the provision, duration, or frequency of any of the related services recommended by a student's IEP for any reason. Such modifications, revisions, initiations or terminations must first be recommended by the Committee on Preschool Special Education (CPSE) and the Board of Education (BOE) for the appropriate school district as the result of a scheduled CPSE meeting. The Contractor shall report in writing any desired change in location, frequency, and/or duration of services to the municipality representative and the CPSE chairperson of the school district in which the child resides.

The Contractor shall submit to the municipality representative, CPSE chairperson, and parents/legal guardians copies of all progress reports (**See Appendices B and C**). Such reports shall be prepared every ten weeks during the school year session and once at the conclusion of summer session if applicable. The Contractor shall also submit copies of results and reports of any additional formal or informal testing completed following the initial evaluation. The Contractor shall attempt to attend all CPSE meetings for the children being served. If unable to attend, Contractor will submit most recent testing and progress reports to the CPSE chairperson prior to the scheduled CPSE meeting for the committee to review.

The Contractor shall to the extent reasonably possible, provide timely notice to an appropriate individual

at the location where services were scheduled to be provided in case of any delay or cancellation due to illness, weather conditions, or other unforeseen events.

The Contractor shall supply all equipment required for performance of services rendered as per this agreement.

3. STANDARDS OF PERFORMANCE:

The Contractor warrants and represents that it is duly licensed, certified, registered and/or approved under all applicable local, state, and federal laws, statutes, and regulations to provide the services required by this agreement. The Contractor warrants and represents that each person engaged in providing services hereunder shall be:

- a) Completely trained, fully qualified, and competent to provide such services;
- b) Properly licensed, certified or registered as required by law; and
- c) Approved as required by the regulations to deliver such services to the extent authorized by their licensure, certification, registration, and/or qualifications. The Contractor shall provide written documented verification of the required licensure; certification, registration or approval of any person providing services under this agreement or such information as may be requested regarding the training and qualifications of any such person.

All professional services provided by the Contractor under this agreement shall be performed consistent with the professional standards and skills established and expected for such services. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff. Individuals shall honor their responsibility to achieve and maintain the highest level of professional competence and practice according to the requirement of their licensure and/or certification. Individuals shall engage in only those aspects of the professions that are within the scope of their competence, considering their level of education, training and experience. Individuals licensed by the NYSED Office of Professions Division of Professionals Licensing Services, shall abide by the Rules of the Board of Regents on Professional Conduct, Section 29.1 General Provisions for all Professions. (See appendix D)

4. BASIC HEALTH REQUIREMENTS:

To the extent permitted by the Americans with Disabilities Act and other federal and state laws, the Contractor shall be required to have a physical and shall be free from any health impairment that would pose a risk to the children or that may interfere with the performance of the Contractor's duties. All individuals providing direct services to children shall be required to maintain immunization: tetanus every ten (10) years; tuberculosis (PPD intradermal) every two (2) years. The Contractor shall maintain documentation and be able to provide same as requested by the County.

5. CHILD ABUSE REGISTRY:

The Contractor shall cooperate with the County to comply with Section 424-a of NYS Social Service Law requiring municipalities to ensure submission to the Justice Center for a check of the Staff Exclusion List (SEL) and completion/submittal of form LDSS-3370 to the State Central Register of Child Abuse and Maltreatment (SCR). Municipalities are responsible for submitting this information for owners/operators of agencies and individual practitioners who are being considered for contract for related services and who have the potential for regular and substantial contact with children who receive preschool special education services.

The database checks must be completed and acceptable responses received from the SEL and SCR prior to any unsupervised contact between a child receiving services and the individual service provider. The presence of a parent or caregiver in the home is not considered supervision in this context and does not preclude the need for an SEL and/or SCR database check. Therefore, any provider who has the

potential for regular and substantial contact with a child, and who has not been checked through the SEL and SCR, can only provide services in a supervised setting, with another professional acting as supervisor.

The results of the SEL check shall be handled in accordance with Social Services Law 495(3). If any provider is listed on the SEL, the County is required to prohibit that provider from service provision. If any provider is not on the SEL, the County shall make an inquiry of the SCR through the Office of Children and Family Services. The SCR will notify the County in writing that the person being checked either has or has not been found to be the subject of an indicated report of child abuse or maltreatment as defined under Section 424-a of Social Services Law. At least 30 days should be allowed for the SEL and SCR to respond to a database check request.

6. MANDATED CHILD ABUSE REPORTING:

Pursuant to Title 6, Article 6, Chapter 55 of the New York State Social Service Law, the Contractor and his/her/their employees/subcontractors are mandated child abuse reporters, and as such, must comply with all statutes and regulations pertaining to the same.

7. PAYMENT FOR SERVICES:

The County, in accordance with the provisions of this agreement, shall reimburse the Contractor for contracted services as follows:

- a) Rates—Reimbursements shall be according to the related services as designated in **Appendix A**. When the Contractor travels to the child; the Contractor shall be compensated at the rate of \$62.00 per half hour of individual service and at the rate of \$62.00 per half hour per child for group of one service and at the rate of \$42.00 per half hour per child for groups of two to four children EXCEPT as noted in section d) below. When the child is transported by the parent/guardian to the site of the Contractor to receive related services, the Contractor shall be compensated at the rate of \$40.00 per half hour of individual service and at the rate of \$20.00 per half hour per child for group service. A group shall not exceed four (4) children with IEP's. One to one aide services shall be compensated at the rate of \$12.00 per half hour.
- b) Submission of Vouchers—All billings must be accompanied by a county voucher such as **Appendix E** or a similar invoice used by the Contractor. Supporting documents shall include an completed, and signed Program Logsheets attached as **Appendix F** or a similar form used by the contractor. The Contractor shall include on the monthly Program Logsheets for each child, attendance records for the services provided and a verifying signature from the child's parent, daycare provider, etc. witnessing the provision of services by the Contractor. The Contractor shall only bill for services performed and involving direct contact with a child. No billing shall be submitted nor processed for attendance at meetings, completion of paperwork, and unavailability of the child for the rendering of services or similar circumstances. Vouchers received prior to the fourth day of the month will be processed and paid within forty-five (45) days. Any voucher received after the fourth day of the month will not be processed and paid until the next billing cycle.
- c) Reimbursement—Preschool related services may be reimbursed only if they are specifically authorized in the child's IEP. No payment shall be required to be made by the County for services prior to receipt of a Request for Commissioner's Approval of Services for Children with Disabilities (STAC-1). No claim will be accepted or paid if such claim is not eligible for reimbursement under Section 4410 of the New York State Education Law and in accordance with Part 200 of the Regulations of the Commissioner at the time the claim is submitted. Payment shall be made after audit and approval by the County Board of Legislators. All claims for payment shall be submitted in accordance with the billing and audit expectations of the County as previously stated in this section.

- d) Service Coordination, Assistive Technology, Parent Counseling and Training, and Music Therapy shall all be reimbursed at the rate of \$57.00 per half hour of individual service. Service Coordination - service providers will be assigned by the school district to coordinate two (2) or more related services pursuant to section 4410 (10) (c) of the Education Law. The rate shall be paid once monthly for up to (10) sessions during the school year and up to two (2) sessions during a summer or extended schoolyear (ESY).

No parent or any other person shall be required or requested to make any payment for services in addition to the payments made by the County pursuant to this agreement unless otherwise prescribed by law.

8. MEDICAID:

The Contractor will complete and sign the Medicaid Provider Agreement and the Statement of Reassignment in **Appendices G and H**. The Contractor shall include with the submission of their monthly Program Logsheets a completed daily session notes form such as **Appendix I**. Each daily session note must include: Whether the service was provided individually or in a group (specify actual group size); the setting in which the service was rendered (school, home, other); date and time the service was rendered (record session start time and end time as well as length in minutes); brief description of the student's progress made by receiving the service during the session; printed name and title as well as the signature and credentials of the servicing provider and signature/credentials of supervising clinician as appropriate; CPT code(s) must be included for EACH Medicaid billable session. The following must also be included on the session notes, but can be written just once at the top of the page: student's name and specific type of service provided. The Contractor shall adhere to all requirements of the new State Plan Amendment (SPA). Additional guidance documents can be found at: http://www.oms.nysed.gov/medicaid/billing_claiming_guidance/

9. WRITTEN ORDERS/REFERRALS:

The County will not be responsible for payment of any evaluation or service provided without a required written order/referral such as **Appendix J**. The written order/referral must include: the name of the child for whom the order is written; the complete date the order was written and signed; the service that is being ordered; provider's contact information (office stamp or preprinted address and telephone number); signature of a NYS licensed and registered physician, a physician assistant, or a licensed nurse practitioner acting within his or her scope of practice (for psychological counseling services this also includes an appropriate school official and for speech therapy services, a speech-language pathologist); the ordering practitioner's National Provider Identifier (NPI) or license number; and a valid ICD-10-CM diagnosis code. While providing an National Provider Identifier (NPI) to the county is optional, doing so will ensure that the county can efficiently meet claims submission requirements. To provide consistency and clear direction in written orders/referrals, the preferred format for dates is mm/dd/yyyy and the Contractor has the responsibility to convey such to the ordering provider. Please note that the date of the written order/referral must be prior to delivery of the evaluation and/or services. Related services may all be on one written order/referral provided the child's need for each service is specifically documented.

10. RECORDS:

The Contractor shall prepare and make available such statistical, financial, and other records pursuant to Section 4410 of the New York State Education Law, as are necessary for reporting and accountability. All documents and records shall be consistent with New York State financial requirements. The financial records and other financial documents relevant to this agreement shall be retained by the Contractor for nine (9) years after the school year in which services were rendered. These records pursuant to section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York, acting through the Education Department or the Office of the State Comptroller, federal and other personnel duly authorized.

11. QUALITY ASSURANCE PARTICIPATION:

The Contractor shall participate in quality assurance activities that may include unannounced and announced site visits by the County, record reviews, family satisfaction surveys and other quality assurance activities as deemed necessary by the County.

12. CONFIDENTIALITY:

The Contractor is subject to the provisions of the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. Section 1232g; 34 C.F.R. Part 99). The Contractor shall observe and require all employees to observe all applicable Federal and New York State requirements relating to confidentiality of records and information. Personally identifiable data, information, or records pertaining to an eligible child shall not be disclosed by any officer or employee of the Department of Education, municipalities, evaluators, or service providers to any person other than the parent of such child, except in accordance with Title 34 of the Code of Federal Regulations Part 99, Sections 300.560 through 300.576 (with the modification specified in section 303.5b of Title 34 of the Code of Federal Regulations) and Part 303 of Title 34 of the Code of Federal Regulations (Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402) to preserve the confidentiality of records pertaining to children participating in the preschool special education program.

13. INDEPENDENT CONTRACTOR:

For the purpose of this agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold itself out or claim to be an officer or employee of Wyoming County or make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

14. EMPLOYMENT COMPENSATION, PAYROLL TAXES, INSURANCES, ETC.:

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, State and Local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

15. NON-DISCRIMINATION:

The Contractor agrees that in carrying out its activities under the terms of this agreement it shall not discriminate against any person due to such person's race, color, creed, disability, sex, marital status, age or national origin and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth in Sections 290-301 of the Executive Law of the State of New York.

16. NON-ASSIGNMENT:

The Contractor shall not, in whole or part, assign, convey, transfer, sublet, mortgage, pledge, hypothecate, or grant any security interest in or otherwise dispose of this agreement, or any of its right, title, or interest herein or its power to execute this agreement, to any other person or entity without the prior written consent of the County.

17. SUBCONTRACTORS:

All agreements between Contractor and subcontractors shall be by written contract and a copy shall be provided to the County. All subcontracts entered into by the Contractor relative to the purchase of services pursuant to this Contract shall be written in accordance with all applicable federal and State laws, regulations and guidelines. No provision of any such subcontract shall be deemed to require any obligation, financial or otherwise, on the part of the County in addition to the established rates of the County. Any arrangements entered into by a Contractor with a subcontractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The Contractor shall not be relieved of any responsibility under this Contract by any subcontract.

18. INSURANCE:

The Contractor will, at its own expense, procure and maintain a policy or policies of insurance during the term of this agreement. The policy or policies of insurance required are standard Worker's Compensation Insurance; general and professional liability insurance (including, without limitation, contractual liability) with minimum limits of liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and, automobile liability insurance in the amount of \$250,000 each occurrence for bodily injury and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended without thirty (30) days prior written notice to the County, shall be delivered to the County before final execution of this agreement. If any such policies expire or are cancelled during the term of this agreement, the Contractor shall immediately furnish an original Certificate of Insurance evidencing proper renewal or replacement of the policies. The Contractor's general liability and professional liability insurance shall provide for and name Wyoming County as an additional insured for the purposes of coverage but not the payment of premium. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contains aggregate limits or applies to other operations of the Contractor, outside of those required by this agreement, the Contractor shall provide Wyoming County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection such insurance affords Wyoming County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

19. INDEMNIFICATION:

Notwithstanding the limits of any policy of insurance provided by the Contractor pursuant to this agreement, the Contractor agrees to indemnify and hold harmless the County and at the request of the County, defend the County against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the County may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission or negligence of the Contractor, its agents, officers, members, directors or employees, including any misrepresentations contained in the agreement or the breach of any warranty made herein or the failure of the Contractor to carry out its duties under this agreement or otherwise arising out of or in connection with, directly or indirectly, this agreement. The Contractor shall not be required to indemnify the County for any damage or loss arising out of any negligent acts or willful misconduct of the County, its officers or agents. If a conflict arises between the indemnification contained in this agreement and the insurance certificate provided by the Contractor pursuant to this agreement, the indemnification under this paragraph controls.

20. AMENDMENT IN WRITING ONLY:

This agreement may be modified or amended only in writing, duly executed by all parties, and shall be attached to and become a part of this agreement.

21. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the County and the Contractor and supersedes any and all prior agreements between the parties hereto for the services herein to be provided. The agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND RESPONSIBILITY:

The contractor certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this or other covered transactions by any Federal department or agency;
- b) Have not within a three (3) year period been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract, including any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b above;
- d) Have not within a three (3) year period had one or more public transactions (Federal, State or local) terminated for cause of default.

If the Contractor is unable to certify to any of the statements lettered (a) through (d) above, a written explanation shall be submitted to the County.

23. TERMINATION:

This agreement may be terminated at any time upon sixty (60) days written notice by either party to the other party, without incurring any penalty on account of such termination. Notwithstanding the provisions of this paragraph, the County may terminate this agreement immediately upon written notice to the Contractor upon the happening of any of the following:

- a) Funding for the services to be performed under this contract is terminated or curtailed
- b) The Contractor becomes bankrupt, insolvent or makes an assignment for the benefit of creditors
- c) The Contractor violates any of the terms and conditions of this agreement, or any relevant statute or regulation

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement.

Rebecca Ryan, Chairman, Wyoming County Board of Supervisors

Date

CONTRACTOR

Contractor's Authorized Signature

Date

APPENDIX A SERVICES LISTING

- Speech Language Pathologist
- Teacher of the Speech and Hearing Handicapped*
- Physical Therapist
- Occupational Therapist
- Occupational Therapy Assistant**
- Teacher of the Visually Impaired
- Teacher of the Hearing Impaired
- Interpreter
- Psychological Counseling
- 1:1 Aide-----Individual assistance with education

* **Supervision of Teachers of the Speech and Hearing Handicapped.** All children receiving speech-language services may receive these services from a teacher of the speech and hearing handicapped under the direction of a New York State Licensed or ASHA Certified Speech-Language Pathologist (SLP). At the time of contract renewal, the agency providing the service will fill out the "Under the Direction of" form in **Appendix A-1**. This form will be updated and sent to the municipality by the agency providing the service as changes are made. The SLP providing direction to the teacher of the speech and hearing handicapped must:

- Assure the delivery of speech-language pathology services as per the student's IEP.
- Assure the services are medically appropriate.
- Provide face to face contact with the child receiving speech services at the beginning of treatment (before the first actual speech therapy session) and periodically thereafter.
- Clearly document the first meeting between the qualified SLP and the child.
- Be readily available, as needed, to the teacher of the speech and hearing handicapped for assistance and consultation but need not be on the premises; and
- Review periodic progress notes prepared by the teacher of the speech and hearing handicapped, consult with the teacher and make recommendations, as appropriate.

** **Licensed occupational therapy assistants** may provide treatment according to a plan developed by or in collaboration with a licensed occupational therapist. They must work under the supervision of a licensed occupational therapist.

APPENDIX A-1

**CERTIFICATION
OF
UNDER THE DIRECTION AND ACCESSIBILITY**

I, _____, CCC-SLP, Licensed Speech-Language Pathologist, with current license number _____, certify that I am providing "Under the Direction" (attached) services to the following Certified Teachers of the Speech and Hearing Handicapped (Therapist):

Name of Therapist	

I am providing accessibility to the Teachers of the Speech and Hearing Handicapped in the following manner:

Signature of Licensed Speech/Language Pathologist

Date

APPENDIX B
WYOMING COUNTY YOUTH BUREAU
Preschoolers with Disabilities
QUARTERLY ASSESSMENT

Child's Name _____ Report Date _____

Child's Address: _____

Date of Birth: _____ Chronological Age: _____

Diagnosis: _____

Service Provided: _____ Date Service Initiated: _____

Provider Name: _____ Agency: _____

PRESENT LEVEL OF SERVICES:

____ Individual _____ times/wk _____ minutes/visit _____ location
____ Group _____ times/wk _____ minutes/visit _____ location
____ Other(describe) _____

PHYSICAL ASSESSMENT: *(Include physical status as well as changes in medical status.)*

DEVELOPMENTAL ASSESSMENT: *(Identify progress per objective in service plan for which you are providing service. Include dates, assessment performed, tools & methodology used, and results.*

RECOMMENDATIONS FOR SERVICE: *Include need for additional evaluation, change in service, etc.* _____

APPENDIX C

GOALS AND OBJECTIVES

Student Name: _____
Year: _____
School/Placement: _____
Service: _____
Teacher/Therapist: _____

ANNUAL GOALS AND OBJECTIVES:

Author: _____ Provider: _____
Assigned Date: _____

Table with 8 columns: SHORT TERM MEASUREABLE OBJECTIVES, CRITERIA, METHODS, 1ST, 2ND, 3RD, 4TH, 5TH. It contains four rows of empty cells for data entry.

CODE: M-Mastered and Date Mastered CP-Continuing Progress NR-Needs Re-teaching NP-Needs Practice
NT-Not Taught D-Discontinued

COMMENTS

1st _____
2nd _____
3rd _____
4th _____
5th _____

* Teacher and/or related service personnel will update this document on a quarterly basis with the report card to parents or guardians

APPENDIX D

THE BOARD OF REGENTS ON PROFESSIONAL CONDUCT

Section 29.1

GENERAL PROVISIONS FOR ALL PROFESSIONALS

(a) Unprofessional conduct shall be the conduct prohibited by this section. The Provisions of these rules applicable to a particular profession may define additional acts or omissions as unprofessional conduct and may establish exceptions to these general prohibitions.

(b) Unprofessional conduct in the practice of any profession licensed or certified pursuant to title VIII of the Education Law shall include:

(1) Willful or grossly negligent failure to comply with substantial provisions of Federal, State or local laws, rules or regulations governing the practice of the profession;

(2) Exercising undue influence on the patient or client, including the promotion of the sale of services, appliances or drugs in such manners as to exploit the patient or client for the financial gain of the practitioner or of a third party;

(3) Directly or indirectly offering, giving, soliciting, or receiving or agreeing to receive, any fee or other consideration to or from a third party for the referral of a patient or client or in connection with the performance of professional services;

(4) Permitting any person to share in the fees for professional services other than: a partner, employee, associate in a professional firm or corporation, professional subcontractor or consultant authorized to practice the same profession, or a legally authorized trainee practicing under the supervision of a licensed practitioner. This prohibition shall include any arrangement or agreement whereby the amount received in payment for furnishing space, facilities, equipment or personnel services used by a professional licensee constitutes a percentage of, or is otherwise dependent upon, the income or receipts of the licensee from such practice, except as otherwise provided by law with respect to a facility licensed pursuant to article 28 of the Public Health Law or article 13 of the Mental Hygiene Law;

(5) Conduct in the practice of a profession which evidences moral unfitness to practice the profession;

(6) Willfully making or filing a false report, or failing to file a report required by law or by the Education Department or willfully impeding or obstructing such filing, or inducing another person to do so;

(7) Failing to make available to a patient or client, upon request, copies of documents in the possession or under the control of the licensee which have been prepared for and paid for by the patient or client;

(8) Revealing of personally identifiable facts, data or information obtained in a professional capacity without the prior consent of the patient or client, except as authorized by law;

(9) Practicing or offering to practice beyond the scope permitted by law, or accepting and performing professional responsibilities which the licensee knows or has reason to know that he or she is not competent to perform, or performing without adequate supervision professional services which the licensee is authorized to perform only under the supervision of a licensed professional, except in an emergency situation where a person's life or health is in danger;

(10) Delegating professional responsibilities to a person when the license delegating such responsibilities knows or has reason to know that such person is not qualified, by training, by experience or by licensure, to perform them;

(11) Performing professional services, which have not been duly authorized by the patient or client or his or her legal representative;

(12) Advertising or soliciting for patronage that is not in the public interest:

(i) Advertising or soliciting not in the public interest shall include but not be limited to advertising or soliciting that:

(a) Is false, fraudulent, deceptive, misleading, sensational or flamboyant;

(b) Represents intimidation or undue pressure;

(c) Uses testimonials;

(d) Guarantees any service;

(e) Makes any claim relating to professional services or products or the cost or price therefore which cannot be substantiated by the licensee, who shall have the burden of proof;

(f) Makes claims of professional superiority which cannot be substantiated by the licensee, who shall have the burden of proof;

(g) Offers bonuses or inducements in any form other than a discount or reduction in an established fee or price for a professional service or product;

(ii) The following shall be deemed appropriate means of informing the public of the availability of professional services:

(a) Informational advertising not contrary to the foregoing prohibitions; and

(b) The advertising in a newspaper, periodical or professional directory or on radio or television of fixed prices, or a stated range of prices, for specified routine professional services, provided that there is an additional charge for related services which are an integral part of the overall service being provided by the licensee and the advertisement shall so state, and provided further that the advertisement indicates the period of time for which the advertised prices shall be in effect;

(iii)

(a) All licensees placing advertisements shall maintain, or cause to be maintained, an exact copy of each advertisement, transcript, or videotape thereof as appropriate for the medium used, for a period of one year after its last appearance. This copy shall be made available for inspection upon demand of the Education Department or in the case of physicians physician's and specialist's assistants, the Department of Health;

(b) A licensee shall not compensate or give anything of value to representatives of the press, radio, television or other communications media in anticipation of or in return for professional publicity in a new item;

(iv) No demonstrations, dramatizations or other portrayals of professional practice shall be permitted in advertising on radio or television;

(13) Failing to respond within 30 days to written communications for the Education Department or the Department of Health and to make available any relevant records with respect to an inquiry or complaint about the licensee's unprofessional conduct. The period of 30 days shall commence on the date when such communication was delivered personally to the licensee. IF the communication is sent from either department by registered or certified mail, with return receipt requested, to the address appearing in the last registration the period of 30 days shall commence on the date of delivery to the licensee, as indicated by the return receipt.

APPENDIX E

**Wyoming County Youth Bureau
Preschool Special Education Program
Provider Billing Cover Sheet**

Provider's Name (print): _____

Address: _____

Billing Period (month/year) _____

Program _____

Child's Name	Type of Service	# Sessions	Bill Rate	Total

TOTAL AMOUNT BILLED: _____

Providers Signature: _____

date

WYOMING COUNTY YOUTH BUREAU
Early Intervention Program & Preschool Special Education
Program Log Sheet - APPENDIX F

PAGE 15 of 19

Phone (385) 36-8530
 Fax (385) 36-8552

USP I/P Recommended Amount & Frequency of Services:

ICD-10 CODE: _____
 Authorization # (EI only): _____

ICD-10 CODE: _____

Service Type (SHEF, SEF, DE, PE, PV, Counseling)

Student Name	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
<p>INSTRUCTIONS</p> <ol style="list-style-type: none"> Dates of scheduled visits are circled. Dates of make up visits are crossed out with an X. When a child receives a service, circle the date and note the applicable Service Method Code, Service Location Code & obtain verifying signature. If a child does not receive a scheduled service, circle the date and note the applicable No. Service Code. When a child receives a service that is not normally scheduled (i.e. a makeup visit), place an X on the date, and note the applicable Service Method Code, Service Location Code & obtain verifying Signature (signature not required for Centerbased students). 																																			
<p>EI SERVICE METHOD CODES: B. 30/45 minutes - Basic Home/Community Individual E. 60+ minute- Extended Home/Community Individual G. Parent-Child Group C. Classroom</p> <p>PRESCHOOL SERVICE METHOD CODES: 1. Individual (pullout, direct 1:1 therapy) 2. Individual (integrated, push in) 3. Group (pull out, not > 5 children with IEP's) 4. Group (integrated, push in, not > 5 children with IEP's) 5. Special Education Classroom (classroom teacher use only)</p>																																			
<p>NO SERVICE CODES (Explain in comments) PC - Parent Cancelled NH - Not Home/No Answer R - Refused visit TA - Therapist absent TU - Therapist unavailable W - Inclimate Weather A - Child absent w/notice AN - Child absent NO notice NS - No School</p>																																			
<p>SERVICE LOCATION CH - Child's home RH - Relative's home D - Day Care CP - Community Preschool HS - Head Start PO - Private Office CB - Centerbased O - Other (specify in comments)</p>																																			
Month	Year	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Date																																			
Srv. Meth																																			
CPT Code																																			
Start Time																																			
End Time																																			
Length																																			
Location																																			
NO Service																																			
Verifying Signature																																			
COMMENTS/NOTES																																			
Total Scheduled _____ Total Received _____																																			

I hereby certify that the above referenced child has received the therapy listed.
 SERVICE PROVIDER PRINTED NAME/SIGNATURE/LICENSE #/NPI # _____ Date _____
 SUPERVISING PROVIDER (IF APPLICABLE) PRINTED NAME/SIGNATURE LICENSE #/NPI # _____ Date _____

APPENDIX G

**MEDICAID PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND SERVICE PROVIDERS**

Contingent upon approval by the New York State Department of Health and Wyoming County to participate in Preschool (Section 4410) Program and the satisfactory completion of a Medicaid provider agreement and statement of reassignment for the purpose of establishing eligibility to participate in the New York State Medicaid Program under title XIX of the Social Security Act, **Wyoming Central School**, hereinafter called the Provider, agrees as follows to:

- A. (1) Keep any records necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medical Assistance.

(2) On request, furnish the New York State Department of Health, or its designee, and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider to the Preschool County Agency.

(3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B. Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and marital status.
- C. Abide by all applicable federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York.
- D. Provide services in accordance with Section 4410 of the New York State Education Department as amended and Part 200 of the Commission Regulations (SED).

Authorized Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Date signed: _____

APPENDIX H

STATEMENT OF REASSIGNMENT

Wyoming Central School

By this reassignment, the above-named program/provider of Preschool related Services agrees:

- 1. - To permit the County to retain any MEDICAID revenues received for Preschool services provided to Medicaid eligible children.**
- 2. - To accept as payment in full the contracted reimbursement rates for preschool related covered services.**
- 3. - To agree not to bill Medicaid directly for any service billed by the County under this contract.**
- 4. - To comply with all the rules and policies as described in the contract with Wyoming County for Preschool related services.**

Note: Nothing in this statement of assignment would prohibit a Medicaid Provider from claiming reimbursement for Medicaid eligible services rendered outside the scope this agreement.

AUTHORIZED SIGNATURE

Date

APPENDIX I

WYOMING COUNTY YOUTH BUREAU
Daily Session Notes

Child's Name: _____ Therapy: _____ Month/Year: _____

<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>
<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>
<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>
<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>
<p>Date: _____ CPT Code(s): _____</p> <p>Group/Ind: _____ Group Size: _____ Start time: _____ End time: _____ Length/sess: _____ Svc Location: _____</p>	<p>Goals Addressed / Performance: _____</p> <p>Provider Signature/License/Title: _____ Provider Printed Name/License/Title: _____ UDO/USO Signature (if applicable): _____ UDO/USO Printed Name/License/Title (if applicable): _____</p>

**APPENDIX J
Wyoming County Youth Bureau
Preschool Special Education Program**

**Recommendation for Evaluations and all Health Related Support Services
as Indicated on a Student's Individualized Education Program**

Child's Name: _____ **Date of Birth:** _____

School District: _____

It is necessary to obtain prescriptions for the therapies as indicated by the above child's IEP (Individualized Education Plan). Provider please note Speech, Physical and Occupational *therapy* includes evaluation and services if warranted.

Service	Frequency & Duration	Reason Recommended:
_____ Physical Therapy	_____	_____
_____ Occupational Therapy	_____	_____
_____ Speech Therapy	_____	_____
_____ Psychological Counseling	_____	_____
_____ Audiological Evaluation	_____	_____
_____ Other Evaluation (please specify _____)	_____	_____

Medical Diagnosis Code (ICD-10): _____

Recommendation by (Print Name & Title): _____
(Physician, PA, Nurse Practitioner, NYS Licensed Speech/Language Pathologist)

Signature: _____ **License #:** _____ **Date:** _____
(Physician, PA, or Nurse Practitioner)

Signature: _____ **License #:** _____ **Date:** _____
(NYS Licensed Speech/Language Pathologist)

ASHA #: _____ **NPI #:** _____
(If Applicable)

Address: _____ **Phone #:** _____

*This script is required in accordance with Therapists' Practice Acts and therapy **CANNOT** begin until receipt of a **signed and dated** prescription is received.*