AGENDA

SOCIAL SERVICES
COMMITTEE

APRIL 23, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AMENDING RESOLUTION NO. 507 FOR 2018 REGARDING THE PROVISION OF NON-SECURE DENTENTION SERVICES

2. AUTHORIZING AGREEMENTS BETWEEN THE COUNTY OF ALBANY AND VARIOUS PUBLIC SCHOOL DISTRICTS REGARDING ADMINISTRATIVE EXPENSES RELATED TO THE SPECIAL EDUCATION ITINERANT TEACHER PROGRAM

3. AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH SCHENECTADY COUNTY REGARDING THE PROVISION OF PRESCHOOL EVALUATION SERVICES

4. AUTHORIZING THE RENEWAL OF PRESCHOOL EDUCATION SERVICE AGREEMENTS FOR CHILDREN WITH SPECIAL NEEDS BETWEEN THE AGES OF 3 - 5

5. AUTHORIZING THE RENEWAL OF SERVICE AGREEMENTS REGARDING INDIVIDUALIZED EDUCATION PROGRAMS FOR CHILDREN BETWEEN THE AGES OF 3 – 5
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Social Services Committee of the Albany County Legislature met on March 26, 2019. Chairperson Fein, Messrs. Simpson, Bullock, Clay, Commissio, Cahill and Ms. Lockhart were present. Messrs. Reinhardt and Mendick were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing the Renewal of a Grant Agreement with the New York State Office of Children and Family Services for the Children's Advocacy Center – Child Fatality Review Team and Amending the 2019 Department for Children, Youth and Families Budget: The Commissioner of the Department for Children, Youth and Families (DCYF) requested authorization to enter into an agreement with the NYS Office of Children and Family Services and SIDS of Pennsylvania Cribs for Kids regarding the Children's Advocacy Center-Child Fatality Review Team in the amount of $69,637 for the term commencing February 1, 2019 and ending January 31, 2020. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing an Agreement with Interfaith Partnership for the Homeless Regarding Emergency and Transitional Shelter Services: The Commissioner of the Department of Social Services requested authorization to enter into an agreement with Interfaith Partnership for the Homeless regarding emergency and transitional shelter services for eligible homeless individuals in an amount not to exceed $602,000 for a term commencing July 1, 2019 and ending June 30, 2020. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

3. Authorizing the Submission of a Grant Application and Agreement with the New York State Office of Temporary Disability Assistance and Agreements Regarding Homeless Shelter Services: The Commissioner of the Department of Social Services requested authorization to accept grant funding in the amount of $198,454 and to enter into agreements with Interfaith Partnership for the Homeless in the amount of $162,460, and Homeless and Traveler’s Aid Society (HATAS) in the amount of $20,994 for providing additional shelter services pursuant to EO 151, with Albany County also receiving $15,000 in supplemental grant funding regarding EO 151 for the term commencing October 1, 2018 and ending September 30, 2019. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

4. Authorizing an Agreement with St. Catherine's Center for Children – Marillac Residence Regarding the Provision of Family Shelter Services: The Commissioner of the Department for Children, Youth and Families requested
authorization to enter into an agreement with the St. Catherine’s Center for Children - Marillac Residence for State-approved Tier II Family Shelter services for the term commencing July 1, 2019 and ending June 30, 2020 at a per diem rate set by New York State Office of Temporary and Disability Assistance which may be retroactively adjusted, but presently is anticipated at $145.18 per day per family. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing an Agreement with the Altamont Program, Inc. Regarding Emergency and Transitional Shelter Services: The Commissioner of the Department of Social Services requested authorization to enter into an agreement with The Altamont Program, Inc. regarding emergency and transitional shelter programs for homeless individuals and families who have established public assistance eligibility in an amount not to exceed $1,300,000 for a term commencing July 1, 2019 and ending June 30, 2020. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

6. Authorizing an Agreement with St. Peter’s Addiction Recovery Center, Inc. Regarding Emergency and Transitional Shelter Services: The Commissioner of the Department of Social Services requested authorization to enter into an agreement with St. Peter’s Addiction Recovery Center, Inc. (SPARC) regarding emergency and transitional shelter programs for eligible homeless individuals with mental illness, chronic alcoholism or other behavioral problems in an amount not to exceed $244,000 for a term commencing July 1, 2019 and ending June 30, 2020. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

7. Authorizing an Agreement with Catholic Charities of the Diocese of Albany Regarding Emergency and Transitional Shelter Services: The Commissioner of the Department of Social Services requested authorization to enter into an agreement with Catholic Charities of the Diocese of Albany regarding emergency and transitional shelter services at the Mercy House in the amount of $468,000 and St. Charles Lwanga Center in the amount of $504,400 for a term commencing July 1, 2019 and ending June 30, 2020. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully submitted,
THE SOCIAL SERVICES COMMITTEE

SAMUEL FEIN, Chairperson
MERTON D. SIMPSON
DOUGLAS A. BULLOCK
WILLIAM CLAY
FRANK COMMISSO

PATRICE LOCKART
RICHARD MENDEICK
WILLIAM REINHARDT
CHARLES CAHILL
April 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to amend Resolution 507, adopted November 13, 2018, to contract with Steuben County Department of Social Services for the Provision of Non-Secure Detention Services.

Steuben County Department of Social Services will provide non-secure detention programming for Albany County youth at a cost of $289.00 per bed day. Not the $251.00 per bed day as stated in the original Resolution.

The requested contract is for the term of January 1, 2019 – December 31, 2019, not to exceed $25,000 and involves a local share of 51%.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request for an Amendment to Resolution 507 of 2018, to contract with Steuben County DSS for the Provision of Non-Secure Detention Services

Date: April 3, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen-Pratt
Attending Meeting:

Purpose of Request:

☐ Adopting of Local Law
☒ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☐ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Steuben County
Department of Social Services
3 East Pulteney Square
Bath, New York 14810-1579

Additional Parties (Names(addresses)):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $25,000
Scope of Services: Provision of Non-Secure Detention Services

Bond Res. No.:
Date of Adoption:
Click or tap here to enter text.
Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority:
Family Court Act 353.5/352.2 and Social Services Law 371
File #: TMP-0765, Version: 1

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6119 03619
Revenue Amount: 25,000

Appropriation Account and Line: AA6119 44403
Appropriation Amount: $25,000

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 49%
County: 51%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 01/01/2019 - 12/31/2019
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-297, 18-507
Date of Adoption: 7/8/18, 11/13/18

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families
Request for an Amendment to Resolution 507 of 2018, to enter into a contract with Steuben County Department of Social Services for the Provision of Non-Secure Detention Services

The Department for Children, Youth and Families respectfully requests legislative authorization to amend Resolution 507, adopted November 13, 2018, to contract with Steuben County Department of Social Services for the Provision of Non-Secure Detention Services. The requested contract term will be January 1, 2019 – December 31, 2019 not to exceed the amount of $25,000.

Steuben County Department of Social Services will provide non-secure detention programming for Albany County youth at a cost of $289.00 per bed day. Not the $251.00 per bed day as stated in the original Resolution.

Per Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York, detention is defined as “...the temporary care and maintenance, away from their homes, of children held pursuant to article three or seven of the Family Court Act...” A youth may also be referred to detention care by a peace officer who has taken the child into custody pursuant to section 718, 721 or 723 and the officer has complied with section 724 of the Family court Act. All non-secure detention facilities must be certified by the New York State Office of Children and Family Services. Steuben County Department for Social Services operates a NYS OCFS certified non-secure detention programs for youth.

Albany County has a current contract with Berkshire Farm Center and Services for youth (Berkshire) for the purchase of a minimum guaranteed bed capacity for a total of 8 youth in any gender combination on any given day.

The County also reserves the right to purchase additional beds on an as needed basis from Berkshire. There have been times when a youth is in need of non-secure detention services and Berkshire Farms and Services has no capacity for such youth, and/or there is a conflict between youth at the facility, necessitating the need for a youth to be transferred to another facility. As such, the Department is in need of alternative facilities in such circumstances.

The Department will continue to utilize the reserved programming at Berkshire Farm Center and Services and only utilize such unreserved non-secure detention programming at Steuben County Department for Social Services for youth when capacity is met at Berkshire and/or there is a valid reason (related to safety) as to why a youth cannot be housed there.
April 8, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into Memorandums of Understanding (MOU) with various public school districts, for the Reimbursement of Administrative Costs, as approved by the New York State Education Department.

The requested agreement is anticipated to generate approximately $90,000 to Albany County for the 2019 – 2020 school year.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Maturiello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Authorizing an agreement between Albany County and various School Districts regarding administration expenses for the provision of Special Education Services

Date: Monday, April 01, 2018
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☒ Education/Training
☐ Grant
   Choose an item.
   Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)
Contract Terms/Conditions:

Party (Name/address):
Various school districts in which preschool students with disabilities are receiving special education services other than center based programs. See "School District Breakdown" attachment

Additional Parties (Names(addresses)):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $90,000.00 (approximately)
Scope of Services: Reimbursement for administrative costs associated with preschool special education services other than center based programs.
Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority:
Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA2960 01860
Revenue Amount: $93,474.00
Appropriation Account and Line: AA2960 44252
Appropriation Amount: $93,474.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: 100%

Term
Term: (Start and end date) 7/1/2019 - 6/30/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes □ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 13-476, 14-229, 15-396, 16-195, 17-184, 18-203
Date of Adoption: 11/12/13, 06/09/14, 10/13/15, 5/9/16, 5/8/17, 5/14/18

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families

Justification for Memorandums of Understanding Between Albany County and Various School Districts for the Reimbursement of Administrative Costs for the Provision of Preschool Special Education Services

The Department for Children, Youth and Families is seeking Legislative authorization to enter into Memorandums of Understanding (MOU) with various public school districts for the Reimbursement of Administrative Costs, for preschool students with disabilities, who are eligible to receive preschool special education services, approved by the New York State Education Department.

The Department's Special Education Itinerant Teacher (SEIT) Program has been established, recognized and approved by the New York State Education Department. In cases where preschoolers with a disability residing within Albany County, receive Related Services only (Occupational Therapy, Physical Therapy, Speech Therapy) and who are not affiliated with an approved center based preschool program, Albany County, as an approved provider of SEIT, can seek reimbursement from the public school district under the Individuals with Disabilities Education Act (IDEA) sections 611 B and 619.

Funding for approved special education programs (ASEPs) vary from year to year and are based on the number of district students in Albany County. School districts are required to calculate and disburse funds in amounts equivalent to the federal allocation amounts attributed to student enrollment in ASEPs. Through the United States Department of Education, the Department anticipates approximately $90,000 over the course of the school year.

In order to receive payment from school districts, Albany County's approved special education program is required to have signed and executed MOUs with school districts. Legislative authorization is required to enter into these MOUs given that school districts are considered intergovernmental agencies.
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<tr>
<th>District</th>
<th>Address</th>
<th>$ Anticipated</th>
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<tr>
<td>Albany City SD</td>
<td>75 Watervliet Ave Albany, NY 12206</td>
<td>$22,876.00</td>
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<td>Berne Knox Westerlo CSD</td>
<td>1738 Helderberg Trail Bern, NY 12033</td>
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<td>Bethlehem CSD</td>
<td>700 Delaware Ave Delmar, NY 12054</td>
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<td>Cairo-Durham CSD</td>
<td>424 Man Street Cairo, New York 12413</td>
<td>$505.00</td>
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<td>Cohoes City SD</td>
<td>21 Page Ave Cohoes, NY 12047</td>
<td>$5,224.00</td>
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<tr>
<td>Greenville CSD</td>
<td>PO Box 1129 Greenville, NY 12083</td>
<td>$2,379.00</td>
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<tr>
<td>Guilderland CSD</td>
<td>6076 State Farm Rd. Guilderland, NY 12084</td>
<td>$11,790.00</td>
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<td>North Colonie CSD</td>
<td>445 Watervliet-Shaker Rd Latham, NY 12110</td>
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<td>2015 Route 9W Ravena, NY 12143</td>
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<td>Schalmont CSD</td>
<td>4 Sabre Drive Schenectady, NY 12306</td>
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<td>So Colonie</td>
<td>1090 Forest Dr Albany, NY 12205</td>
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<tr>
<td>Voorheesville CSD</td>
<td>PO Box 468 Voorheesville, NY 12186</td>
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<td>Watervliet City</td>
<td>2557 10th Ave Watervliet, NY 12189</td>
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<td>SEIT 611 619 Estimated Amount</td>
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MEMORANDUM OF AGREEMENT

This Agreement is entered into this 1st day of July 2018 by and between the Board of Education of the South Colonie Schools, located at 102 Loralee Drive, Albany, NY 12205, (hereinafter “LEA” (Local Education Agency), and Albany County, 112 State Street, Albany, NY 12207, (hereinafter “ASEP” (Approved Special Education Program) with respect to the LEA’s allocation of the ASEP’s share of federal IDEA Flow-Through Funds and the ASEP’s expenditure and record keeping obligations with respect to said funds.

The LEA and the ASEP agree as follows:

I. Term: The term of this Agreement shall be July 1, 2018 through June 30, 2019. If the LEA and ASEP currently have different start and end dates for their grant years, both parties agree to coordinate the term of the current grant year and subsequent grant years to run from July 1st through June 30th.

II. Application for and Payment of Funds:

2018-2019 Grant Year

A. All parties shall adhere to the following procedures:

1. The ASEP shall complete and submit the SEDCAR-1 form to the LEA no later than 11/22/18. The student information contained therein shall be subject to verification and reconciliation by the LEA.

2. Upon calculating the per student amount to be sub-allocated, the LEA shall promptly provide written notice to each ASEP of the amount of IDEA funds to be sub-allocated to that ASEP. Such written notice should accompany this Agreement, if not previously provided. A model form of this notice is annexed as Attachment “A”.

3. Within thirty (30) calendar days of receipt of funds from SED, the LEA will make appropriate disbursements to the ASEP.

4. Upon receipt of its share of its initial payment from the LEA, the ASEP shall submit to the LEA a Final Statement of Expenditures/Request for Payment (F-SERP) documenting the ASEP’s actual, encumbered or obligated expenditures for eligible Purposes and requesting payment of that portion (up to 100%) of the ASEP’s remaining grant balance. The Final Statement of Expenditures/Request for Payment (F-SERP) shall be in the form annexed hereto as Attachment “C” and must be received by the LEA no later than July 30, if the ASEP’s current grant year ends June 30; or September 15, if the ASEP’s current grant year ends on August 31.

5. Within thirty (30) calendar days of receipt of the F-SERP the LEA will process the final payment for the grant year to the ASEP.
A. "Days" shall mean calendar days.

D. All notices and forms required to be submitted pursuant to this Agreement shall be sent to the following persons and addresses:

<table>
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<tr>
<th>LEA Contact:</th>
<th>Office of Special Education</th>
<th>(518) 869-6759, Ext. 4</th>
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<tbody>
<tr>
<td>LEA Address:</td>
<td>Lisha Kill Middle School</td>
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</tr>
<tr>
<td></td>
<td>68 Waterman Avenue</td>
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<td>Albany, NY 12205</td>
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<table>
<thead>
<tr>
<th>ASEP Contact:</th>
<th>Toni A. Brewton</th>
<th>(518) 447-4847</th>
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<tr>
<td>ASEP Address:</td>
<td>Albany County</td>
<td></td>
</tr>
<tr>
<td></td>
<td>112 State Street, Room 300</td>
<td>(518) 447-4855 (Fax)</td>
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<td>Albany, NY 12207</td>
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So Agreed:

FOR (South Colonie Central Schools) LEA:

[Signature]
LEA Authorized Signature/Title: Superintendent
Date: 9-9-16

FOR (Albany County) ASEP:

[Signature]
ASEP Authorized Signature/Title
Date: 9-9-16
7/1/2018

Albany County
Attn: Toni Brewton
112 State St., Third Floor
Albany, NY 12207

**NOTICE OF SUB-ALLOCATION AMOUNT**

**SECTIONS 611 & 619**

The total sub-allocation amount for your facility is: $ 7,984.00

This figure is based on:

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**TOTAL** $ 7,984.00

Jonathan Buhrer, Superintendent

Date: 9-4-18

ASEP Authorized Signature/Title

Date: 9-4-18
III - RECORD KEEPING AND AUDITS:

A. The ASEP shall maintain their books, records and accounts pertaining to the use of these funds in accordance with the requirements of applicable generally accepted accounting principles. The LEA or their authorized representative(s) shall have the right to conduct a fiscal audit of the program supported by these funds, provided, however, that nothing in this Agreement will diminish or modify the audit procedures required in any other contract which the ASEP may have with the LEA for the provision of special education or other services. Access to property and personnel related to the ASEP's use of these funds shall be provided during an audit, including all records maintained by the ASEP necessary to substantiate the information submitted by the ASEP to the LEA.

B. Except as otherwise directed by the LEA, the ASEP shall, until seven (7) years after the end of the term of the Agreement, or until seven (7) years after the termination of the Agreement, retain all books and records required hereunder, including, with limitation, all cost and accounting records, employee certifications, staff (pedagogical and non-pedagogical) attendance, service time records pertaining to the use of these funds. The ASEP shall make all books and records available to the LEA, or their authorized representatives, for review and audit at such time during business hours as they may request.

C. The ASEP shall furnish upon request any additional data and reports as the LEA deems to be related to the performance of the Agreement. The ASEP shall be given a reasonable time to respond to such requests.

IV - ASSURANCES

A. The ASEP warrants that as a provider of special education services approved by the Commissioner of Education it is aware of and shall comply with all applicable federal, state, and local laws and regulations governing the expenditure of funds allocated to the ASEP under this Agreement. In addition, the ASEP shall sign and comply with the Statement of Assurances annexed hereto as Attachment "D". The parties acknowledge that non-public ASEP's are bound only by Section 1.3 of the Statement of Assurances.

B. If, upon an audit or review of programs or funds expended by the ASEP pursuant to this Agreement by any federal or state regulatory authority (including but not limited to the U.S. Department of Education or the New York State Education Department) or by the LEA, which results in any demand, action or proceeding to recover funds allocated pursuant to the Agreement deemed to be improperly expended or accounted for by the ASEP, the ASEP shall return all such funds immediately to the regulatory authority or to the LEA as appropriate. Any penalty incurred in connection with such repayment,
including, but not limited to, fines and interest on any funds deemed to have been improperly expended or accounted for, shall be borne entirely by the ASEP.

C. In the event the ASEP fails to accurately and/or timely submit the forms and notices required hereunder or fails to accurately and/or timely submit such other forms and notices as the LEA may reasonably require, the LEA shall not be required to request any further flow through funds for the ASEP from SED until the reporting period (as per the schedule set forth in paragraph II-4 herein) immediately following the correction of said deficiency. If the ASEP fails to accurately and/or timely submit a final accounting (F-SERP) as required herein, said failure shall be considered a breach of this Agreement. In the event of such a breach, the LEA may close its project and submit to SED its own final accounting (FS-10F) without including those ASEP funds for which a final accounting has not been received. The LEA shall then be entitled to recover from the ASEP all flow through funds for the applicable grant year which have been paid by the LEA to the ASEP for which the ASEP has not accurately or timely provided final accounting.

D. In the event of a breach by the ASEP as described herein, this Agreement, together with all forms and notices required or promulgated hereunder shall be collectively considered an instrument for the payment of money only and may serve as the basis for summary judgment in lieu of complaint pursuant to § 3213 of the Civil Service Practice Rules and Procedure of the State of New York. The parties specifically agree that the only and proper venue for any action to recover such funds or to enforce this Agreement shall be the Supreme Court of the State of New York of and for the county in which the LEA’s principal offices reside.

E. The parties to the Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets and affairs. Neither party will, by virtue of this Agreement, assume any liability or obligation of the other party.

V - MISCELLANEOUS

A. The parties shall amend this Agreement, as may be necessary, in order to comply with any change in applicable laws, regulations and guidelines governing the operation of this Agreement. The LEA and the ASEP specifically agree that if the state laws or regulations are amended during the term of this Agreement to provide for the flow-through to the ASEP of funds from prior years known as “carryover funds,” this Agreement shall be amended by letter agreement to allow for expeditious distribution of such funds in accordance with the amendments.

B. This Agreement supersedes all prior Agreements, written or oral, between the LEA and the ASEP and may only be modified or amended by mutual agreement of the parties, in writing.
## ATTACHMENT “B”
### STATEMENT OF EXPENDITURES/REQUEST FOR PAYMENT (SERP)

<table>
<thead>
<tr>
<th>Project #</th>
<th>Tracking/Contract #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Agency Code: [Redacted]

Funding Source: [Redacted]

ASEP Name: [Redacted]

Mailing Address: [Redacted]

Contact Person: [Redacted]

Telephone #: [Redacted]

Report Period:

- [ ] [ ] Month
- [ ] [ ] Year

### CHIEF ADMINISTRATOR’S CERTIFICATION

Date: [Redacted]

Signature: [Redacted]

<table>
<thead>
<tr>
<th>1. Amount of Approved Budget</th>
<th>$ [Redacted]</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Project Payments Received to Date</td>
<td>$ [Redacted]</td>
</tr>
<tr>
<td>3. Project Cash Expenditures to Date</td>
<td>$ [Redacted]</td>
</tr>
<tr>
<td>4. Cash Expenditures Anticipated During Next: [ ] Month [ ] Quarter</td>
<td>$ [Redacted]</td>
</tr>
<tr>
<td>5. Additional Funds Requested (Entries 3 plus 4 minus 2)</td>
<td>$ [Redacted]</td>
</tr>
</tbody>
</table>

### FOR LEA USE ONLY

<table>
<thead>
<tr>
<th>Voucher #</th>
<th>Fiscal Year</th>
<th>Payment Split</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$ [Redacted]</td>
</tr>
<tr>
<td>Finance:</td>
<td>Log</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MIR</td>
<td>$ [Redacted]</td>
</tr>
</tbody>
</table>
ATTACHMENT "C"
Final Statement of Expenditures/Request for Payment (F-SERP)

Approved Special Education Provider (ASEP) Information

Funding Source:

Report Prepared By:

ASEP Name:

Mailing Address;

Street

City State Zip Code

Telephone# of Report Preparer: (______). County:

INSTRUCTIONS

* Submit one signed original report and one copy directly to the LEA.

* Category subtotals must be reported in whole dollar amounts.

* To be in compliance with applicable audit requirements, complete and accurate records must be maintained by the ASEP.

* All expenditures must have taken place within the approved funding dates of the project.

* Certification on page 7 must be signed by Chief Administrative Officer or designee.

* High quality reproductions of this form may be used.

* Be sure to check your math and carry all subtotals forward to the Summary on Page 7. Simple mathematical errors may result in unnecessary delays in closeout and final payment. And remember, use whole dollars only.
SALARIES FOR PROFESSIONAL STAFF: Code 15

Include all salaries for professional staff approved for reimbursement in budget.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position Title</th>
<th>Beginning and Ending Dates of Employment</th>
<th>Salary Paid</th>
</tr>
</thead>
</table>

Subtotal - Code 15

SALARIES FOR SUPPORT STAFF: Code 16

Include all salaries for support staff approved for reimbursement in budget.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position Title</th>
<th>Beginning and Ending Dates of Employment</th>
<th>Salary Paid</th>
</tr>
</thead>
</table>

Subtotal - Code 16

F-SERP Page 2
### PURCHASED SERVICES: Code 40

<table>
<thead>
<tr>
<th>Encumbrance Date</th>
<th>Provider of Service</th>
<th>Check or Journal Entry #</th>
<th>Amount Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal - Code 40

### SUPPLIES AND MATERIALS: Code 45

<table>
<thead>
<tr>
<th>Purchase Order Date</th>
<th>Vendor</th>
<th>Check or Journal Entry #</th>
<th>Amount Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal - Code 45

### TRAVEL EXPENSES: Code 46

<table>
<thead>
<tr>
<th>Dates of Travel</th>
<th>Name of Provider</th>
<th>Destination and Purpose</th>
<th>Check or Journal Entry</th>
<th>Amount Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal - Code 46
**EMPLOYEE BENEFITS: Code 80**

List only the total project salary amount for each benefit category. Benefits may only be claimed for salaries reported in Code 15 or Code 16. Rates used for project personnel must be the same as those used for other agency personnel.

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Project Salaries</th>
<th>Rate</th>
<th>Amount Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Retirement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Retirement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Retirement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Security</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Identify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal-Code 80
INDIRECT COST: Code 90

A. Direct Cost Base - Sum of all preceding subtotals (codes 15, 16, 40, 45, 46 and 80).

\[ \text{\$} \] (A)

B. Approved Restricted Indirect Cost Rate

\[ \% \] (B)

C. \((A) \times (B) = \text{Total Indirect Cost}\)

\[ \text{\$} \] (C)

PURCHASED SERVICES WITH BOCES: Code 49

<table>
<thead>
<tr>
<th>Encumbrance Date</th>
<th>Name of BOCES</th>
<th>Check or Journal Entry #</th>
<th>Amount Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal-Code 49

MINOR REMODELING: Code 30

Include expenditures for salaries, associated employee benefits, purchased services and supplies and materials related to alterations to existing sites.

<table>
<thead>
<tr>
<th>Purchase Order Date Or Dates of Service</th>
<th>Provider of Service</th>
<th>Check or Journal Entry #</th>
<th>Amount Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal-Code 30
**EQUIPMENT: Code 20**

Items of equipment purchased must agree in type and number with the equipment approved in the project budget.

<table>
<thead>
<tr>
<th>Purchase Order Date</th>
<th>Vendor</th>
<th>Check or Journal Entry #</th>
<th>Amount Expended</th>
</tr>
</thead>
</table>

Subtotal-Code 20
## Final Expenditure Summary

### Name and Title of Chief Administrative Officer

<table>
<thead>
<tr>
<th>Final Payment</th>
<th>Amount Expended</th>
<th>For LEA Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

### Chief Administrator's Certification

I hereby certify that all expenditures reported herein are accurately reflected in the approved budget and all applicable Federal and State laws and regulations. Approved budget and all applicable Federal and State laws and regulations in this proposal have been made in accordance with the regulations.

<table>
<thead>
<tr>
<th>Grand Total</th>
<th>Equipment</th>
<th>Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT "D"

Statement of Assurances

Item 1.0 Assurances/Certifications Given by Signature of the Chief Administrative Officer. All applicants must complete the signature section on page 10. Item 1.1 and 1.2 apply to public school districts and State agencies, while Item 1.3 applies to all applicants.

Item 1.1 Local Educational Agency General Assurance Pertaining to the Use of Federal Funds (EDGAR Section 76.301 (c)).

- The local educational agency (LEA) will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications [20 U.S.C. 1232e(b)(2)].

- The control of funds provided to the LEA under each program and title to property acquired with those funds will be in a public agency and a public agency will administer those funds and property [20 U.S.C. 1232e(b)(2)].

- The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds paid to that agency under each program [20 U.S.C. 1232e(b)(3)].

- The LEA will make reports to the State agency or board and to the Secretary as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties. The LEA will also maintain records required under Section 1232f of GEPA, and provide access to those records which the State agency or board or the Secretary determines are necessary to perform their duties [20 U.S.C. 1232e(b)(4)].

- The LEA will provide reasonable opportunities for the participation by teachers, parents and other interested agencies, organizations and individuals in the planning for and operation of each program [20 U.S.C. 1232e(b)(5)].

- "Any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public [20 U.S.C. 1232e(b)(6)].

- In the case of any project involving construction, the project is not inconsistent with overall State plans for the construction of school facilities; and in developing plans for construction, due consideration will be given to excellence of architecture and to design and to compliance with standards prescribed by the Secretary under Section 504 of the Rehabilitation Act of 1973, as amended, in order to ensure that facilities constructed with the use of federal funds are accessible to, and usable by, individuals with disabilities [20 U.S.C. 1232e(b)(7)].

- The LEA has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from education research, demonstrations, and similar projects; and adopts, if appropriate, promising education practices developed through those projects [20 U.S.C. 1232e(b)(8)].
None of the funds expended under this program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization [20 U.S.C. 1232e(b)(9)].

The LEA shall comply with any federal health or safety requirements that apply to the facilities that the LEA uses for its Part B Project (20 U.S.C. 1221e-3(a)(I)).

A general application submitted under this section shall remain in effect for the duration of the programs it covers [20 U.S.C. 1232e(c)].

**Item 1.2 Additional Assurances Required Under Part B of the Individuals with Disabilities Education Act (IDEA)**

In making application for funds available under IDEA, Part B, the applicant assures that the following conditions are being met as required by the implementing regulations for Part B of the IDEA:

- The board of education has established and implemented policies and procedures in accordance with Part 200 of the Regulations of the Commissioner of Education which guarantee all students procedural safeguards, as provided under State law and regulation (8 NYCRR 200.5). Any new special education policies/procedures or revised policies/procedures, adopted by the local educational agency (LEA) will be submitted, on an ongoing basis, to the State Education Department prior to implementation.

- The funds received under IDEA, Part B will be used solely for excess costs for special education for students with disabilities. (IDEA, Part B, Section 613(a)(2)(A)(i))

- The LEA will use funds received under IDEA to supplement State, local, and other federal funds and not to supplant such funds. (IDEA, Part B, Section 613(a)(2)(A)(ii))

- The LEA will not use IDEA funds to reduce its level of expenditure of local funds for the education of children with disabilities below the level of such expenditures for the preceding fiscal year. (IDEA, Part B, Section 613(a)(2)(A)(iii))

*The LEA will fully comply with the three above assurances, which culminate with asterisks (*), except as provided in CFR Section 300.232 which may permit a reduction of expenditures by LEAs based on departure by higher-salaried staff, decrease in numbers of students with disabilities, termination/reduction of obligations associated with costly programs, or the termination of costly expenditures for long-term purchases; and in CFR Section 300.233 which may permit LEAs to treat as local funds up to 20 percent of the amount of funds it receives under IDEA Part B that exceeds the amount of such funds received for the previous fiscal year, upon a national appropriation for Section 611 of the IDEA which exceeds $4.1 billion. More information regarding these two sections of federal regulations is presented in pages 2 and 3 of the Overview of New York State's Federal Subgrant Programs for the Education of Students with Disabilities (included in Application materials).
- The LEA has provided students with disabilities who are voluntarily enrolled by their parents in nonpublic schools located within the geographic area served by the applicant, the opportunity to receive special education and related services in accordance with Section 3602-c of the Education Law (dual enrollment) and, for those so served, to benefit from IDEA, Part B funded programs and projects. (IDEA, Part B, Section 612(a)(IO)(A))

- The LEA will keep on file documents which demonstrate that the LEA abides by these assurances and, if requested, will submit such documents to the State Education Department as part of this application.

**Item 1.3 - Required Federal Certifications**

**Section I. Required Federal Certification Regarding Debarment and Suspension**

This certification covers all federal programs in this application and is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the office to which this proposal is submitted.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below:

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of such regulations.

5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
(6) The prospective lower-tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Section II. Certifying Statement

debarment/suspension

The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 for such failure.

Section III. Required Federal Certification Regarding Lobbying
(1) Submission of this certification covers all federal programs in this application and is required by the U.S. Department of Education and Section 1352, Title 31 of the United States Code and is a prerequisite for making or entering into a sub grant or subcontract over $100,000 with any organization.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(2) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(3) If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the awarded documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Section IV. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of
the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction, Employers of convicted employees must provide notice, including position title, to:
Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

________________________________________________________________________

________________________________________________________________________

Check □ if there are work-places on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-
A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

Section V. Non Discrimination Certification

Personnel in this program are selected for employment without regard for race, color, national origin, gender, age or disability.

School or Federal Fiscal Year    Federal Program(s) _______ _______ _______ _______ _______ _______ _______ _______ _______

I, the undersigned Chief Administrative Officer, have read, understand and hereby agree, on behalf of the governing board of this agency, to abide by the assurances applicable to the below ASEP, and to refrain from interfering with, or preventing the LEA from complying with, the assurances applicable to that agency.

Name of Approved Special Education Provider

Philip E. Calderone
Typed Name of Chief Administrative Officer

Chief Administrative Officer Signature          Date/Signed
3
April 8, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to renew a contractual agreement with Schenectady County to provide Evaluation Services under the Preschool Special Education Program for children ages 3-5 years old with disabilities.

The requested agreement is anticipated to generate $5,000 for the term of July 1, 2019–June 30, 2020.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with Schenectady County for Preschool Evaluation Services

Date: Monday, April 01, 2018
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.:
Attending Meeting: Gail Gephagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
- ☐ Change Order/Contract Amendment
- ☐ Purchase (Equipment/Supplies)
- ☐ Lease (Equipment/Supplies)
- ☐ Requirements
- ☒ Professional Services
- ☐ Education/Training
- ☐ Grant
  Choose an item.
  Submission Date Deadline Click or tap to enter a date.
- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Schenectady County Public Health Services, Children With Special Needs Program
107 Nott Terrace, Suite 306
Schenectady, New York 12308

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $5,000.00 (approx.)
Scope of Services: Provision of Preschool Evaluation Services

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
File #: TMP-0769, Version: 1

County Budget Accounts:
Revenue Account and Line: AA4059 03449
Revenue Amount: $5,000.00 (approx.)

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)
 Federal: Click or tap here to enter text.
 State: Click or tap here to enter text.
 County: Click or tap here to enter text.
 Local: 100%

Term
Term: (Start and end date) 7/1/2019 - 6/30/2020
Length of Contract: 12 months

Impact on Pending Litigation
Yes □ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-201, 17-187, 16-196, 15-309, 14-228, 13-291, 12-67
Date of Adoption: 5/14/18, 5/8/17, 5-16, 8-15, 6-14, 9-13, 6-12

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families

Backup Material for Contract Authorization with the Schenectady County Public Health Services Children with Special Needs Program for Evaluation Team Services

The Department respectfully request legislative authorization to renew a contractual arrangement with the County of Schenectady to provide Evaluation Team services to the Schenectady County Children with Special Needs program. The Term of this agreement is July 01, 2019 to June 30, 2020. Reimbursement under this agreement shall be at the applicable rates established or approved by the NYSED.

Schenectady County does not have their own Children with Special Needs evaluation team and are interested in extending their agreement with Albany County for these services. The Early Intervention program evaluations will be provided under the currently enacted contract with NYS DOH. The requested approval covers those evaluations provided under the Preschool Special Education program, serving children ages three to five years old who are approved by the school district Committee on Preschool Special Education (CPSE). The Albany County Evaluation Team is an approved provider of service by both DOH and SED to conduct both comprehensive and supplemental evaluations for early intervention and preschool services.

The contract revenue is anticipated in the current budget and DCYF will utilize existing staff and resources within the DCYF budget to provide the services. Renewed contracting with Schenectady County for Preschool Evaluation Services would generate approximately $5,000 in revenue for DCYF while providing an additional service to a neighboring county.
PRESCHOOL EVALUATION SERVICES PROVIDER AGREEMENT
BETWEEN
THE COUNTY OF SCHENECTADY
AND

CONTRACTOR: ALBANY COUNTY EVALUATION TEAM 17-334
112 State Street, Suite 300
Albany, New York 12207

TITLE: Provider of Evaluation Services

This CONTRACT, by and between the COUNTY of SCHENECTADY, hereinafter referred to as the MUNICIPALITY, acting by and through Kathleen Rooney, County Manager, having its principal office at 620 State Street, Schenectady, New York 12305, and ALBANY COUNTY EVALUATION TEAM hereinafter called the PROVIDER, whose principal office/residence is located at 112 State Street, Suite 300, Albany, NY 12207, is for the provision of evaluation services to preschool children with special needs pursuant to section 4410 of the New York State Education Law.

W I T N E S S E T H:

WHEREAS, 'COUNTY', shall mean Schenectady County, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305; and, ALBANY COUNTY EVALUATION TEAM hereinafter called the PROVIDER, whose principal office/residence is located at 112 State Street, Suite 300, Albany, NY 12207 is for the provision of evaluation services to preschool children with special needs pursuant to section 4410 of the New York State Education Law.

W I T N E S S E T H:

WHEREAS, 'BOARD' shall mean:

(1) a board of education as defined in section two 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, the 'COMMISSIONER' shall mean the Commissioner of Education of the State of New York; and

WHEREAS, the 'PROVIDER' warrants that it can meet the needs of children with special needs referred for evaluation 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. The said referrals are transmitted directly by the School District; and

WHEREAS, the PROVIDER has been approved by the COMMISSIONER to provide evaluation services in accordance with section 4410 of the New York State Education Law and Part 200 of the Regulations of the COMMISSIONER and approved by the COUNTY to provide evaluation services in accordance with Section 4410 of the New York State Education Law.

WHEREAS, section 4410 of the New York State Education Law requires a contract between the COUNTY and the PROVIDER of the approved evaluation service selected by the BOARD.

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

1. The PROVIDER shall provide appropriate evaluations as per the referral from the school district. The school year is hereby defined as a July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The PROVIDER shall provide evaluations for that part of the school year for which children are placed by the BOARD in the case of children placed pursuant to Section 4410.

2. All financial arrangements for said services under this Contract shall be between the COUNTY and the PROVIDER in accordance with the
provisions of paragraph 3 of this Contract. The PROVIDER shall be responsible for the delivery of said services.

3. The COUNTY, in accordance with the provisions of this contract, shall reimburse the PROVIDER for the contracted services as follows:

A. The COUNTY shall pay to the PROVIDER, and the PROVIDER agrees to accept as full payment for the professional services furnished under the agreement, a rate not to exceed the State Education Department's regional rates for evaluation services provided to children referred from Schenectady County by the school district of residence.

B. The COUNTY shall reimburse the PROVIDER monthly for services rendered under the terms of this Contract upon receipt of vouchers from the said PROVIDER. No payment shall be required to be made by the COUNTY prior to the receipt of the STAC from the school district for the evaluation rendered pursuant to Section 4410 of the Education Law. The COUNTY shall pay for the services provided pursuant to such Notification commencing with the date of enrollment prescribed therein.

C. The PROVIDER shall submit a voucher to the COUNTY monthly. No voucher will be accepted for payment after six (6) months from the date of service.

D. No parent or any other person shall be required or requested to make any payment in addition to the payments made by the COUNTY pursuant to this Contract.

E. All claims for payment made to the COUNTY by the PROVIDER shall identify and allocate costs for services rendered in such a manner as prescribed by the COUNTY.
4. A. The PROVIDER will keep at its work place all documentation supporting the information it has submitted to the COUNTY. Supporting documentation shall be in accordance with Section 368-e the Social Services Law and all other Federal and State requirements pertaining to the retention of records related to Medicaid. The PROVIDER shall maintain the aforementioned supporting documentation on file at the work place of the PROVIDER for at least seven (7) years.

B. The PROVIDER shall make all supporting documentation, as defined in paragraph A of this section, available for inspection and audit upon reasonable notice and during normal business hours by the COUNTY which includes representatives from Schenectady County Public Health Services and the Schenectady County Finance Director and/or auditor. Upon request, the PROVIDER shall assemble for the COUNTY any records requested. If the COUNTY determines that the PROVIDER'S record keeping fails to adequately document services in accordance with Section 368-e of the New York State Social Services Law, the COUNTY will have the right to require the PROVIDER to submit supporting documentation for all or some part of COUNTY children, prospectively or retroactively.

C. The PROVIDER will sign the "Agreement between the New York State Department of Health and the Service Providers in the New York State Medicaid Program" form; the "Statement of Reassignment" form issued by the New York State Department of Health; and any other prescribed forms relevant to the processing of Medicaid reimbursement.
D. The parties agree to adhere to State Department Regulation 200.16 (d) (f) which states: "In developing its recommendation for a preschool student with a disability to receive programs and services, the committee must identify transportation options for the student and encourage parents to transport their children at public expense where cost effective."

To assure that parents will not incur any transportation costs the County shall reimburse them the IRS mileage rate per mile to and from the center-based programs. The PROVIDER shall not hinder or interfere with a parent who chooses to self transport, nor shall the PROVIDER encourage county funded bussing over reimbursed parent self-transportation.

5. This Contract shall take effect as of July 1, 2017 and terminate on June 30, 2018 provided however, that this agreement shall be deemed to have terminated at any time as the COMMISSIONER withdraws approval for the PROVIDER to provide itinerant services for children with special needs or for a child to receive said services. This Contract may be renewed upon written notification by the COUNTY, and written acceptance by the PROVIDER at least thirty (30) days prior to the expiration of the existing term. However, should the PROVIDER be requesting termination of this Contract based on the PROVIDER'S intent to cease operation, written notice of such termination shall be provided to the COUNTY and the BOARD(S) by the PROVIDER not less than sixty (60) days prior to the intended effective date of such action.

A. Termination for cause brought about by failure of the PROVIDER to perform shall be effected only if the COUNTY notifies the PROVIDER of such cause in writing and the PROVIDER fails to
remedy or eliminate the problem within twenty (20) days of said notification. In the event of such termination, the parties shall adjust the accounts due and the PROVIDER shall undertake no additional expenditures.

6. The PROVIDER shall not employ an official or employee of the COUNTY in connection with this project and shall adhere to the Code of Ethics of the COUNTY.

7. The PROVIDER specifically agrees as required by Section 109 of the New York General Municipality Law that PROVIDER is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this agreement, or of PROVIDER’S right, title or interest therein without the prior written consent of the COUNTY. All agreements between the PROVIDER and subcontractors shall be by written contracts. No provision of any such subcontract shall be deemed to provide for the incurrence of any financial obligation of the COUNTY in addition to the established related service rates. Any arrangements entered into by a PROVIDER with a subcontractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The PROVIDER shall not be relieved of any responsibility under this contract by any subcontract.

8. The PROVIDER shall defend, indemnify and save harmless the COUNTY its employees and agents, from all claims, damages, losses and expenses (including without limitation, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the PROVIDER, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expense.
The PROVIDER agrees to procure and maintain without additional expense to the COUNTY, until final acceptance by the COUNTY of the services covered by this AGREEMENT, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the PROVIDER shall furnish to the COUNTY, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty days prior written notice had been given to the COUNTY, and the COUNTY OF SCHENECTADY is named as an additional insured.

9. In any event and not withstanding any provisions made in the contract, the parties hereto will submit to arbitration any questions or dispute arising between said parties as to the interpretation of any term or condition herein contained or with respect to any matter of compliance or non-compliance with the terms hereof, in accordance with and pursuant to Article 75 of the Civil Practice Law and Rules of the State of New York.

10. This Contract is subject to and shall comply with all applicable provisions of federal and New York State laws and regulations as set forth in Billing Guidelines.

11. This Contract shall be governed by the Laws of the State of New York.

12. Appended hereto, made a part hereof and binding on the parties hereto as if fully set forth herein, is Insurance Coverage marked Schedule "A", Standard Provisions marked Exhibit B, Agreement between the New York State Department of Health and Service Providers in New York State Medicaid Program marked Exhibit C, Statement of Reassignment marked Exhibit D, Business Associate Agreement marked Exhibit E,
Schenectady County’s Sex Abuse Prevention Procedure with Required Contract Provision for All Contracts between Schenectady County and All Private Entities Providing Services to Children marked Exhibit F, and Approved Caseload marked Appendix A.

BY: [Signature]

Albany County Evaluation Team

TITLE: Related Services Provider & Evaluator

DATE: 7/5/17

BY: [Signature]

Kathleen Rooney

TITLE: COUNTY MANAGER

(COUNTY OF SCHENECTADY)

DATE: 2/12/18

BY: [Signature]

Christopher Gardner

TITLE: COUNTY ATTORNEY

(COUNTY OF SCHENECTADY)

DATE: 1/22/18
STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.: 

On the 2 day of FEBRUARY, 2017, before me, the undersigned, personally appeared KATHLEEN A. ROONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SHANNON T. PERRONE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE8287461
Qualified in Schenectady County
My Commission Expires 08-12-2021

Notary Public-State of New York

STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.: 

On the 5 day of JUNE, 2017, before me, the undersigned, personally appeared Philip Codelarga, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Michael A. Selli
Notary Public-State of New York

MICHAEL A. SALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA63322012
Qualified in Albany County
My Commission Expires March 30, 2019
SCHEDULE “A”

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

(1) **Workers Compensation and Employers Liability Insurance:** A policy or policies provided for protection for Employees in the event of job related injuries.

(2) **Errors and Omissions:** policy with limit of not less than $250,000.

(3) **Automotive Liability Policies:** With the limits of not less than $300,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles and with the limits of $100,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles. This applies to contractors who transport children as part of their contractual duties.

(4) **General Liability:** Including Comprehensive form, contractual, premises/completed operations and broad form property insurance with limits not less than:

   $1,000,000 per occurrence/ $3,000,000 aggregate

(5) **Professional Liability Insurance:** with a limit not less than:

   $1,000,000
Exhibit B
STANDARD PROVISIONS

The parties to the attached contract further agree to be bound by the following, which is hereby made a part of said contract. In the event of any conflict between the provisions of the attached contract and these standard provisions, unless otherwise provided, these standard provisions shall prevail.

I. This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the County beyond the amount of such monies.

II. The Contractor specifically agrees to adhere to the provisions of the New York State Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law, Section 220-d entitled “Minimum rate of wage and supplement” and Article 9 entitled Prevailing Wage for Building Service Employees.

III. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended that:

(a) In hiring of employees for the performance of work under this contract or any subcontract hereunder for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the county under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms or conditions of this section of the contract, and

(d) This contract may be canceled or terminated by the county or municipality and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
(e) The aforesaid provisions of this section covering every contract for or on behalf of the county or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

IV. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor’s Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, will furnish all information and reports deemed necessary by the State Division of Human Rights under the law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

V. The Contractor acknowledges that the terms of the contract include the Schenectady Fraud, Waste and Abuse Prevention Policy which is incorporated herein by reference and which is available to Contractor on the Internet at www.schenectadycounty.com.

VI. The Contractor, if pursuant to this contract is providing services to the County in receipt of Medicaid funding:

(a) represents and warrants that it is in compliance with all requirements applicable to Medicaid providers, including, but not limited to, the maintenance of a certified Medicaid compliance program or compliance with Schenectady County Corporate Compliance Program for fraud, waste, and abuse and further that none of its employees and contractors are an excluded individual or entity as such term is defined under federal or state law;

(b) agrees that it shall submit no bill for payment for which payment would violate sections 1128, 1128A http://oig.hhs.gov/notices/disclaimer.asp and 1156 http://oig.hhs.gov/notices/disclaimer.asp of the Social Security Act and 42 CFR1001.1901;

(c) agrees to continue to screen any and all of its employees and contractors to determine if any such person, company or entity is an excluded individual or entity;

(d) agrees to provide a list of all employees or contractors with sufficient identifying characteristics to allow the County to perform an independent screening of such persons or entities to determine if they are an excluded individual or entity;
(e) agrees that in the event that any payment made by the County to the Contractor is determined to be in violation of the requirements of sections 1128,1128A http://oig.hhs.gov/notices/disclaimer.asp and 1156 http://oig.hhs.gov/notices/disclaimer.asp of the Social Security Act and 42 CFR1001.1901, the Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage, penalty or recoupment due to any determination that Contractor, its clients, agents, or employees is or was an excluded individual or entity.

VII. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, make any claim, demand or application to an officer or employee of the County including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

VIII. Should any claim or demand be made, or any action brought against the County in any way relating to this agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor. Contractor shall be entitled to reimbursement for expenses incurred in such cooperation.

IX. The Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents, or employees.

X. It is expressly understood and agreed by the parties hereto that all claims for payment by the Contractor hereunder are expressly made subject to monies made available to the County, therefore, by appropriation or otherwise and that the County shall incur no liability to the Contractor for any such payments beyond the monies so appropriated, or otherwise made available to it.

XI. If this contract is an installment purchase contract, it is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.
XII. The Contractor will carry public liability and property damage insurance and, if this is a construction contract, owners and contractors protective insurance issued by a company authorized to do business in the State of New York, in amounts satisfactory to the County, which shall name the County as a primary non-contributory additional insured.

The Contractor shall also carry disability benefits and workers' compensation insurance. Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits coverage; or
- C-105-2 – Certificate of Workers’ Compensation Insurance; or

Certificates of disability benefits coverage shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- DB-120.1 – Certificate of Disability Benefits; or

The Contractor shall attach to this Agreement certificates of insurance evidencing Contractor's compliance with these requirements.

XIII. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

XIV. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this agreement. Such books and records shall be kept available and maintained in a format for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this agreement and for six (6) years from the date of final payment hereunder.

If part of all of the performance hereunder is to be conducted through subcontractors with other entities, then the Contractor agrees that it shall make the provisions of this article a formal part of all such subcontracts which shall
specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

XV. It is understood that this instrument represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the party to be charged.

XVI. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

XVII. Any contractor or subcontractor on a public works construction contract with the County of Schenectady, exceeding two-hundred thousand dollars ($200,000.00), shall have an approved apprenticeship program as provided in Article 23 of the New York State Labor Law and shall so certify on the Apprenticeship Certification Form – Schenectady County Public Works Contract prior to execution of the contract by the County.

XVIII. Any contractor or subcontractor who receives “State Funds” or “State- Authorized-Payments” acknowledges that they must comply with all applicable provisions of Executive Order #38 promulgated by the Governor of the State of New York, including:

1. Individuals/entities that receive SF/SAP to provide Program Services must determine whether they are qualified as a Covered Provider for a Covered Reporting Period (CRP), by using the EO-38 Covered Provider Determination Worksheet located at: https://www.eo38.ny.gov/xo/determinationForm

2. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must determine whether it is in compliance with the Administrative Expenses limitations set forth in the regulations. Unless a waiver is granted, the regulations set the limitations on Administrative Expenses that apply to Covered Providers, which can be found at: http://executiveorder38.ny.gov/sites/default/files/EO_38_Provider_Guidance.pdf?v=d101231231233913

3. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must then determine whether it is in compliance with the Executive
Compensation limitations set forth in the regulations, which can be found at: If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it can then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations.

4. If an individual/entity has determined that it is a Covered Provider, it must submit an EO #38 Disclosure Form no later than 180 days after the close of their Covered Reporting Period. If a Covered Provider exceeds (or projects that it will exceed) the Administrative Expenses or Executive Compensation limitations, it may submit a timely waiver application no later than submission date of its EO #38 Disclosure Form.

5. If a Covered Provider is found to be out of compliance with the requirements in the regulations, either through the review of an EO #38 Disclosure Form or through failure to submit an EO #38 Disclosure Form, it must comply with all requests and further proceedings with the relevant state agency to comply with EO #38.

XIX. Contracts providing services to the licensed home health agency shall be in accordance with Title 10, S766.10 (d):

"Not withstanding any other provisions in this contract, the licensed home health agency remains responsible for:

(1) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations;

(2) ensuring the quality of all services provided by the agency; and

(3) ensuring adherence by agency staff to the agency plan of care established for patients."

(e) "Nurses or therapists providing care and service under individual contract with the agency or as personnel of another contracted agency shall maintain liaison to assure that care planning and service delivery provided by such individuals are coordinated, supervised and integrated effectively into the patient services responsibilities required by this Part."

"Not withstanding any other provisions in this contract, the contractor remains responsible for:

(i) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statues, rules and regulations;

(ii) ensuring the quality of all services provided; and

(iii) ensuring adherence to the plan of care by agency staff established for patients."
XX. The CONTRACTOR shall allow the Department of Health and Human Services and the Comptroller General and their duly authorized representatives access upon request to all their books, documents and records necessary to verify the costs of services provided by the CONTRACTOR. This is to insure compliance with Section 952 of the Omnibus Reconciliation Act of 1980 which specifically requires that any contract for service which will have a value of $10,000 or more over a twelve (12) month period contain such a clause. For the purpose of implementing the above requirement of Section 1861 (V) (1) (I) of the Social Security Act, the CONTRACTOR shall make available, upon written request, the above information for a period of four (4) years after the furnishing of services pursuant to this contract.
April 8, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to renew contractual agreements with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering mandated preschool education to children with disabilities.

The combined agreements have an anticipated cost of approximately $12,878,893.00, based on rates not to exceed the New York State established rates for the term of July 1, 2019 – June 30, 2020

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for DCYF PreSchool Services Program

Date: Monday, April 01, 2019
Submitted By: Scott McNeils
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☑ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

CONTRACT TERMS/CONDITIONS:

Party (Name/address):
Please see attached spreadsheet

Additional Parties (Names/addresses):
Please see attached spreadsheet

Amount/Raise Schedule/Fee: $12,878,893.00
Scope of Services: Mandated PreSchool Services for children with disabilities

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority:
NYS Education Law Sections 4401 and 4410

Is there a Fiscal Impact:
Yes ☒ No ☐
Anticipated in Current Budget:
Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA2960 01605  AA2960 03277
Revenue Amount: $772,733.58  $7,083,391.15

Appropriation Account and Line: AA2960 44039  AA2960 44046
Appropriation Amount: $12,629,745.00  $249,148.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 55%
County: 39%
Local: 6%

Term
Term: (Start and end date) 7/1/2019 - 6/30/2020
Length of Contract: 12 months

Impact on Pending Litigation: Yes □ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 12-193; 13-187; 14-165, 15-187, 16-198, 17-185, 18-204
Date of Adoption: 6/11/12; 6/10/13; 5/12/14; 5/11/15; 5/9/16; 5/8/17; 5/14/18

Justification: (state briefly why legislative action is requested)
Please see attached
The New York State Education Law (Section 4410) requires that the New York State Education Department (NYSED) meet the physical and educational needs of children with disabilities.

NYSED administers, through local school districts, preschool special education programs and services for preschool students with disabilities, ages 3 to 5 years of age. The board of education or trustees of each school district are required, by regulation (Part 200.2(a)), to identify all students with disabilities who reside in the school district and establish a register of children who are entitled to attend public schools in the district or to attend a preschool program during the next school year.

Municipalities are required to provide an approved preschool special education program for children age three to five, who have been evaluated and determined by the school district to have a disabling condition. Albany County contracts with service providers who have been approved by the board as having an appropriate, structured program capable of offering preschool education to children with disabilities. These providers deliver therapy as prescribed by individual education plans (IEPs) which are developed by school district based Committees on Preschool Special Education (CPSE).

The Department for Children, Youth and Families is requesting authorization to enter into a contractual agreement with those providers contained on the attached list for the term of July 1, 2019 – June 30, 2020. The Department is seeking authorization from the County Executive and the Contract Administration Board for those vendors with contractual amounts that fall within their request parameters.

The rates for these providers are set by New York State based on an entity’s certified financial report. These interim rates are not available to either the vendor or the County until the early fall of a given year and may change an additional two times before being officially reconciled. The contract amounts for the 2019-2020 contract year assumes an increase of five (5) percent which will hopefully offset any rate increase or changes in utilization. However, in no instance will the County pay more than the State approved and authorized rate for a provider.

New York State reimburses Albany County 59.5% for costs incurred in the delivery of these services after backing out Medicaid reimbursement for the related services component of center based programs.

A child with special needs may be placed in an integrated class that contains children with and/or without other children with special needs. A Special Education Teacher and assistants are involved with the children throughout their educational program as well as a regular preschool or daycare teacher. A child may also be placed in a special class in which there are no more than twelve (12) children all of whom have special needs.

The Special Education teacher works directly with the child, the child’s family and the child’s regular teacher to help adapt an educational program to the child’s needs. Some children in this model also receive related services therapies.
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PROFESSIONAL SERVICE AGREEMENT

BETWEEN THE COUNTY OF ALBANY

AND

_________________________

FOR

RELATED SERVICES

CONTRACT NO. OF 2018

THIS AGREEMENT, by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207, a municipal corporation, acting by and through its County Executive, on behalf of the Albany County Department for Children, Youth and Families, Division for Children with Special Needs (hereinafter referred to as the "MUNICIPALITY") and ____________________________ (hereinafter referred to as the "RELATED SERVICE PROVIDER") (each individually may be referred to as the "Party" and together as the "Parties").

WITNESSETH:

WHEREAS, the MUNICIPALITY is required, under Section 4410 of the New York State Education Law, to provide appropriate pre-school special education programs and related services for children ages 3-5 who have been evaluated, and determined by the BOARD to have a disabling condition, and

WHEREAS, the RELATED SERVICE PROVIDER, an appropriately licensed or certified individual or agency, is able to provide the appropriate related services, as defined in the regulations of the COMMISSIONER, and in conjunction with the pre-school special education program approved by the BOARD, for children ages 3-5 found by the BOARD to have a disabling condition, and

WHEREAS, Section 4410 of the New York State Education Law requires an AGREEMENT between the MUNICIPALITY and the RELATED SERVICE PROVIDER.

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:
ARTICLE I. DEFINITIONS

1. As used herein, "MUNICIPALITY" shall mean the County of Albany.

2. As used herein, "BOARD" shall mean:
   a) A board of education as defined in Section II of the New York State Education Law; or
   b) Trustees of a common school district as defined in Section 1601 of the New York State Education Law; and

3. As used herein, "COMMISSIONER" shall mean the Commissioner of Education of the State of New York; and

4. As used herein, "RELATED SERVICE PROVIDER" shall mean the person or entity which warrants that it can meet the needs of children with handicapping conditions placed in a 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 the PROVIDER is approved by the COMMISSIONER to provide special education or related services in accordance with Section 4410 of the New York State Education Law and Part 200 of the Regulations of the COMMISSIONER. As used herein, "RELATED SERVICE" shall mean a service as defined in regulations of the COMMISSIONER, provided by an appropriately certified or licensed individual, in conjunction with a program at a facility that has been approved or licensed by an appropriate governmental agency, including but not limited to pre-kindergarten, day-care and head start programs; provided, however, that a related service, as recommended by the BOARD pursuant to Section 4410 of the New York State Education Law may include the provision of a special education related service to an eligible pre-school child by an appropriately certified or licensed professional in such other location, as provided for pursuant to regulations of the COMMISSIONER.

ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY THE RELATED SERVICE PROVIDER

The RELATED SERVICE PROVIDER shall accept referrals for and perform the appropriate related services as determined by the BOARD, and as defined in Section 4410 of the New York State Education Law and Regulations of the COMMISSIONER in conjunction with the BOARD approved pre-school special education program in which the child is placed.

The related services shall be provided to children, ages 3-5, who have been found upon evaluation by the BOARD, to have a handicapping condition.
The RELATED SERVICE PROVIDER'S services shall be provided during the school year, which shall be defined as a July/August session (July 1 - August 30) and/or September/June session (September 1 - June 30), as defined in the Commissioners Regulations, and as the BOARD so designates on a child by child basis. No services shall be provided during sessions or times that are not approved by the Commissioner.

During the summer session, the Related Services provided shall not exceed a total of thirty (30) days. Said service dates shall be determined by the MUNICIPALITY.

The services performed by the RELATED SERVICE PROVIDER shall meet the needs of children with handicapping conditions placed in a 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.

All services provided pursuant to this agreement shall be provided in a manner and frequency as approved by the Board.

The RELATED SERVICE PROVIDER will maintain the standards set forth under Section 220.7(b) of the Regulations of the COMMISSIONER to preserve its status as an approved provider of services for children with handicapping conditions. It is understood and agreed by the parties that failure to do so shall render this AGREEMENT void, and the RELATED SERVICE PROVIDER shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained, and the RELATED SERVICE PROVIDER shall reimburse the MUNICIPALITY any amounts already received for the portion of such school year.

The RELATED SERVICE PROVIDER shall observe and require the observance by all subcontractors and their employees of all applicable Federal and New York State requirements relating to confidentiality of records and information.

All agreements between the RELATED SERVICE PROVIDER and subcontractors shall be by written contracts. Any subcontracts entered into by the RELATED SERVICE PROVIDER relative to the purchase of services pursuant to this AGREEMENT shall be written in accordance with all Federal and State Laws, regulations and guidelines and shall be subject to prior written approval of the MUNICIPALITY. No provision of any such subcontract shall be deemed to provide for the incurrence of any financial obligation by the MUNICIPALITY in addition to the established maintenance, tuition and related service rates. Any arrangements entered into by a RELATED SERVICE PROVIDER with a subcontractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The RELATED SERVICE PROVIDER shall not be relieved of any responsibility under this Contract by any subcontract.

This AGREEMENT is subject to and shall comply with all applicable provisions of Federal and New York State Laws or regulations.
To the extent that its provisions are applicable to the services being rendered herein, and not inconsistent with applicable Federal Law, the CONTRACTOR shall be required to comply with the provisions of Appendix "A" attached hereto and made a part hereof, which sets forth the obligations and requirements of a Business Associate, in accordance with the Health Insurance Portability and Accountability Act of 1996.

ARTICLE III - MUNICIPALITY'S RESPONSIBILITIES

The MUNICIPALITY shall observe and require the observance by all subcontractors and their employees of all applicable Federal and New York State requirements relating to confidentiality of records and information.

ARTICLE IV. AVAILABLE DATA

All technical or other data relative to the work in the possession of the COUNTY or in the possession of the RELATED SERVICE PROVIDER shall be made available to the other party to this AGREEMENT without expense to the other party.

ARTICLE V. SCHEDULE

The RELATED SERVICE PROVIDER shall complete the work in a timely manner to protect the interests and rights of the MUNICIPALITY and the best interests of the Child to the fullest extent reasonably possible.

ARTICLE VI. OWNERSHIP OF MATERIALS

All client/patient records and reports shall be retained by the RELATED SERVICE PROVIDER for a period which shall be equal to six (6) years following the client/patient's twenty-first (21st) birthday. In the event that the RELATED SERVICE PROVIDER ceases providing services they shall ensure and make arrangements for the retention of client/patient records as required by NYS Health and Education laws.

ARTICLE VII. FEES

Unless otherwise specifically provided for in this Agreement, all reimbursements under this Agreement for individual Referred and/or Eligible Children as set forth in the Act and Regulations shall be at the applicable rates established or approved by the NYS Education Department. The Commissioner of the Department for Children, Youth and Families, at their discretion, may seek rate change approvals from the NYS Education Department as necessary.

Compensation shall be made on a monthly basis at the rates approved for Related Services. The rate for related services 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.
Payment shall be made upon submission of a County Claim Form to the MUNICIPALITY no later than fifteen (15) days after the end of each month of the July/August session and not later than fifteen (15) days following each segment of the September/June session where such segment shall be not less than monthly nor more than quarterly. Said claim form shall be submitted in compliance with procedures established by the MUNICIPALITY and shall identify and allocate costs for services rendered and provide the following additional documentation:

a) All dates the child received a health related support service and/or an evaluation, (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and counseling services as applicable);

b) Verification by electronic signature, of the service PROVIDER attesting that each service session was delivered;

c) A copy of the State Education Department's STAC (System for Tracking and Accounting of Children) billing request, as well as the appropriate prescription for services;

d) A copy of the consent form (Appendix "D") which releases child specific information. Said Appendix form must bear the signature of the parent of the child with a disability that has received public benefits or insurance.

e) A copy of Appendix "E" regarding information required for Medicaid reimbursement.

Upon request, the RELATED SERVICE PROVIDER shall, on a monthly basis, provide the MUNICIPALITY with a listing of eligible Medicaid services, distinguished by type of service, provided to each Medicaid eligible child and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort."

The RELATED SERVICE PROVIDER represents and warrants that it has fully and accurately completed Appendix "B", entitled "Provider Agreement between the New York State Department of Health and The Service Providers" and Appendix "C", entitled "Statement of Reassignment." The failure to comply with any of the provisions of this section or to enter into or perform in accordance with such "Provider Agreement" and "Statement of Reassignment" shall be deemed a failure to perform in accordance with this Agreement, for which the MUNICIPALITY may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

The Department of Health (DOH), in coordination with the State Education Department (SED), has compiled Medicaid Billing/Claiming Guidance materials to be used as both instructions and as reference tools for the Preschool/School Supportive Health Services Program (SSHSP). The RELATED SERVICE PROVIDER shall be required to comply with the provisions of the Billing/Claiming Guidance materials attached hereto and made a part hereof as Appendix "F".
The PROVIDER will use the "McGuinness Preschool CPSEeXchange" web portal program (https://www.CPSEPortal.com) that will provide as the process for the submission of required documentation.

A Personal Identification Number (PIN) will be issued to access the portal. The PIN will substitute as a signature on all information entered into the CPSEeXchange.

No payment shall be required to be made by the MUNICIPALITY prior to receipt of Notification of Determination of Placement by the BOARD. Further, no payment shall be required to be made by the MUNICIPALITY, until this Agreement is fully-executed. The MUNICIPALITY shall pay for the services provided pursuant to such notification commencing with the date services are begun, pursuant to the IEP.

No parent or any other person shall be required or requested to make any payment for related services in addition to the payments made by the MUNICIPALITY pursuant to this Contract.

This AGREEMENT shall not be executed by the MUNICIPALITY until the RELATED SERVICE PROVIDER has complied with the terms and conditions of ARTICLE XII - INSURANCE and ARTICLE XVII - LICENSES herein.

ARTICLE VIII. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the RELATED SERVICE PROVIDER which records shall clearly identify the costs of the work performed under this AGREEMENT. Such records shall be subject to periodic and final audit by the MUNICIPALITY upon request. Such records shall be accessible to the MUNICIPALITY for a period of six (6) years following the date of final payment by the MUNICIPALITY to the RELATED SERVICE PROVIDER for the performance of the work contemplated herein.

ARTICLE IX. ASSIGNMENTS

The RELATED SERVICE PROVIDER specifically agrees, as required by Section 109 of the New York General Municipal Law, that RELATED SERVICE PROVIDER is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of RELATED SERVICE PROVIDER'S right, title or interest therein without the previous consent in writing of the MUNICIPALITY.

ARTICLE X. RELATIONSHIP

The RELATED SERVICE PROVIDER is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the MUNICIPALITY for any purpose, and the
employees of the RELATED SERVICE PROVIDER shall not in any manner be, or be held out to be, agents or employees of the MUNICIPALITY.

ARTICLE XI. INDEMNIFICATION

The RELATED SERVICE PROVIDER shall defend, indemnify, and save harmless the MUNICIPALITY, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the RELATED SERVICE PROVIDER, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XII. INSURANCE

The RELATED SERVICE PROVIDER agrees to procure and maintain, without additional expense to the MUNICIPALITY, until final acceptance by the MUNICIPALITY of the services covered by this AGREEMENT, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto and made a part hereof. Before commencing work, the RELATED SERVICE PROVIDER shall furnish to the MUNICIPALITY a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the MUNICIPALITY, and the COUNTY OF ALBANY is named as an additional insured.

ARTICLE XIII. NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the MUNICIPALITY for payment under this AGREEMENT. The MUNICIPALITY will immediately notify the RELATED SERVICE PROVIDER of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the MUNICIPALITY of any kind whatsoever except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XIV. NON-DISCRIMINATION CLAUSE

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the RELATED SERVICE PROVIDER agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sexual orientation, sex, or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this AGREEMENT.
ARTICLE XV - NOTICES

All notices and documents required to be given to the MUNICIPALITY pursuant to this Agreement shall be given to:

County of Albany
Scott McNelis, Contract Administrator
112 State Street, Rm. 300
Albany, New York 12207-2021

ARTICLE XVI - APPLICABLE LAW

This AGREEMENT shall be governed by the Laws of the State of New York.

ARTICLE XVII - LICENSES

Prior to providing services under this agreement, the RELATED SERVICE PROVIDER shall submit to the MUNICIPALITY copies of all credentials and/or licenses for any and all staff providing services to children. RELATED SERVICE PROVIDER shall maintain at all times during the term of this AGREEMENT all licenses required by New York State, or other relevant regulating body, to perform the services required under this AGREEMENT.

ARTICLE XVIII - DISSOLUTION OR CHANGE IN LEGAL STATUS

The RELATED SERVICE PROVIDER shall give the MUNICIPALITY thirty (30) days prior written notice of any change in legal status or dissolution of RELATED SERVICE PROVIDER during the term of this AGREEMENT.

ARTICLE XIX - INVALID PROVISIONS

If any terms or provisions of this AGREEMENT shall be held by a court of competent jurisdiction to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

ARTICLE XX - TERM AND TERMINATION OF AGREEMENT

The services to be performed herein shall commence upon assignment by the Board and/or MUNICIPALITY after July 1, 2018 and shall continue in effect through close of business on June 30, 2019. Provided, however, that this AGREEMENT shall be deemed to terminate immediately upon the COMMISSIONER’S withdrawal of approval for the RELATED SERVICE PROVIDER to provide services or programs for children with handicapping conditions.
ARTICLE XXI. TERMINATION; REMEDY FOR BREACH; PROVISION OF RECORDS

Either party shall have the right to terminate this AGREEMENT upon thirty (30) days written notice of such termination.

The MUNICIPALITY may terminate this AGREEMENT if the RELATED SERVICE PROVIDER fails to make payment to MUNICIPALITY-approved subcontractors or disregards laws, ordinances or rules and regulations, or if the RELATED SERVICE PROVIDER is substantially in breach of any of its provisions. Additionally, the MUNICIPALITY may, without cause, order the RELATED SERVICE PROVIDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the MUNICIPALITY may determine.

The RELATED SERVICE PROVIDER may terminate this AGREEMENT if the MUNICIPALITY is substantially in breach of it.

In the event of termination of this Agreement by either party, the RELATED SERVICE PROVIDER shall, within ten (10) days of termination, provide to the MUNICIPALITY copies of the daily treatment notes for each child receiving services rendered by the RELATED SERVICE PROVIDER pursuant to the terms of this Agreement.

ARTICLE XXII. MODIFICATION

This AGREEMENT may only be modified by a formal written amendment executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year opposite their respective names.

COUNTY OF ALBANY

DATED: ___________________________ BY: ___________________________

Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

RELATED SERVICE PROVIDER

DATED: ___________________________ BY: ___________________________
On the ___ day ____________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

On the ___ day ____________, 2018, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

On the ___ day ____________, 2018, before me, the undersigned, personally appeared ___________________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC
SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Worker’s Compensation and Employer’s Liability Insurance**: A policy or policies providing protection for Employees in the event of job related injuries.

2. **Professional Liability**: A policy or policies with the limit of not less than $250,000, which names the County of Albany as an additional insured.

3. **Automobile Liability Insurance**: A policy or policies with the limits of not less than $300,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles and with the limits of $100,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

4. **General Liability Insurance**: A policies or policies of comprehensive all-risk insurance which names the County of Albany as an additional insured.

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<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
APPENDIX "A"

HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996

OBLIGATIONS AND ACTIVITIES OF THE RELATED SERVICE PROVIDER AS A
BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions, to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONTRACTOR herein, shall be considered a “Business Associate”. The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS:

1. “Business Associate” – under the terms of this Agreement, the terms “Business Associate” shall mean the RELATED SERVICE PROVIDER whose name and address are identified on the face sheet of this Agreement.

2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County of Albany, Albany County Division for Children with Special Needs, Albany County Health Department and/or Albany County Department of Children, Youth and Families.

3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

5. “Protected Health Information” - shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.

6. “Required by Law” – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.

7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his Designee.
B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the BusinessAssociate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.

2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information, other than as provided for by this Agreement.

3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement, of which it shall become aware.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

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

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the requirements of 45 C.F.R. Section 164.528.

10. Business Associates agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Education Law and Public Health Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 42 CFS Section 164.504 (e)(2)(i)(B).

4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).

5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Public Health Law, Education Law, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICES AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

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

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.
E. PERMISSIBLE REQUESTS BY COVERED ENTITY

1. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

2. The term of this Agreement shall be set forth on the face sheet of this Agreement. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.

3. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:

   a. Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,

   b. Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or

   c. If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

H. MISCELLANEOUS

1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Public Health Law or Education Law means the section as in effect or as amended.

2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. Survival – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

5. Incorporation in the Agreement – The terms of this Appendix are hereby incorporated into the Agreement between the parties hereto.
APPENDIX “B”

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

.........................................................................................................................
(Organization/Contracted Provider's Name)

Will hereinafter be called the (outside contracted) Provider, agrees as follows to:

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

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/or 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.

(Outside Contract) Provider’s Authorized Signature: .........................................................

Address: ............................................................................................................................

City: ........................................... State: ............................... Zip: .................................

Telephone: ........................................ Date Signed: ................................................

Email Address: .............................................................................................................

School Districts (under contract with): County Of Albany
APPENDIX “C”

STATEMENT OF REASSIGNMENT

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to your school district that you contracted with for or providing medical services billed under the School Supportive Health Services Program (SSHSP),

2. to accept as payment in full the contracted reimbursement rates for covered services,

3. to comply with all the rules and policies as described in your contract with the school district, and

4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Supportive Health Services Program (SSHSP)

______ (Date)  ____ (Outside Contract Service Provider’s Signature)

School District(s) under contract with: Albany County
APPENDIX “D”

CONSENT FOR RELEASE OF INFORMATION TO
ACCESS MEDICAID REIMBURSEMENT
AND
REGULATIONS RELATED TO
PARENTAL CONSENT
CONSENT FOR RELEASE OF INFORMATION TO ACCESS MEDICAID REIMBURSEMENT

Dear Parent/Guardian of ________________________________:

This is to ask your permission (consent) to bill your or your child's Medicaid Insurance Program for special education and related services that are on your child's individualized education program (IEP).

This consent allows the school district to bill for covered health-related services and to release information to the school district's Medicaid Billing Agent for that purpose.

I, ____________________________________________ as the parent/guardian of ____________________________________________ (Print child's name),

have received a written notification from the school district that explains my federal rights regarding the use of public benefits or insurance to pay for certain special education and related services.

I understand and agree that the school district may access Medicaid to pay for special education and related services provided to my child.

I understand that:

- Providing consent will not impact my child's/my Medicaid coverage;
- Upon request, I may review copies of records disclosed pursuant to this authorization;
- Services listed in my child's IEP must be provided at no cost to me whether or not I give consent to bill Medicaid;
- I have the right to withdraw consent at any time; and
- The school district must give me annual written notification of my rights regarding this consent.

I also give my consent for the school district to release the following records/information about my child to the State's Medicaid Agency for the purpose of billing for special education and related services that are in my child's IEP. The following records will be shared:

Monthly service calendar, IEP, notes and scripts.

I give my consent voluntarily and understand that I may withdraw my consent at any time. I also understand that my child's right to receive special education and related services is in no way dependent on my granting consent and that, regardless of my decision to provide this consent, all the required services in my child's IEP will be provided to my child at no cost to me.

________________________  _________________________  ______________
Print Name                    Signature                     Date
IDEA Part B Final Regulations Related to Parental Consent to Access Public Benefits or Insurance (e.g., Medicaid)

On February 14, 2013, the U.S. Department of Education published in the Federal Register IDEA Part B final regulations that change the requirements in 34 CFR 300.154(d) related to parental consent to access public benefits or insurance (e.g., Medicaid). Previously, public agencies were required to obtain parental consent each time access to public benefits or insurance was sought. These final regulations, which take effect on March 18, 2013, will make it easier for school districts to access public benefits while still protecting family rights. The new rules—

(1) ensure that parents of children with disabilities are informed of all of their legal protections when public agencies seek to access public benefits or insurance to pay for services; and

(2) address the concerns expressed by State educational agencies and local educational agencies that requiring parental consent each time access to public benefits or insurance is sought, in addition to the parental consent required by the Family Educational Rights and Privacy Act and section 617(c) of the IDEA, imposes unnecessary costs and administrative burdens.

Specifically, these final regulations require that public agencies—

- obtain a one-time written consent from the parent, after providing the written notification described below, before accessing the child’s or the parent’s public benefits or insurance for the first time. This consent must specify (a) the personally identifiable information that may be disclosed (e.g., records or information about the services that may be provided to a particular child); (b) the purpose of the disclosure (e.g., billing for services); and (c) the agency to which the disclosure may be made (e.g., Medicaid). The consent also must specify that the parent understands and agrees that the public agency may access the child’s or parent’s public benefits or insurance to pay for services.

- provide written notification to the child’s parents before accessing the child’s or the parent’s public benefits or insurance for the first time and prior to obtaining the one-time parental consent and annually thereafter. The written notification must explain all of the protections available to parents under Part B, as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access their or their child’s public benefits or insurance to pay for services under the IDEA. The notice must be written in language understandable to the general public and in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.

In Summary: The regulations protect family rights by ensuring that (1) the one-time parental consent specifies that the parent understands and agrees that the public agency may access their or their child’s public benefits or insurance to pay for services under the IDEA; and (2) the written notification provides parents with critical information that they may not have received in the past to enable parents to understand all of their rights and protections when a public agency seeks to access their or their child’s public benefits or insurance.

At the same time, the regulations reduce burden in that public agencies are no longer required to obtain parental consent each time access to public benefits or insurance is sought. By no longer requiring public agencies to obtain parental consent each time access to public benefits or insurance is sought, public agencies will experience a reduction in paperwork and will be able to implement a simplified process to access a child’s or parent’s public benefits or insurance.
APPENDIX “E”

INFORMATION REQUIRED FOR MEDICAID REIMBURSEMENT
FOR
HEALTH RELATED EDUCATION SERVICES

Please provide the following information for each Medicaid eligible child with each voucher you submit for reimbursement to the MUNICIPALITY for special education services provided children with disabilities pursuant to Section 4410 of the Education Law.

Child's Name ___________________________ Date of Birth ___________________________

Client Identification Number (CIN) ________________________________________________

Dates of Medicaid eligibility coverage from ___________________ to ___________________

Is the child covered under additional Health Insurance other than Medicaid?

Please check (☑) appropriate box. YES ____ NO ____
APPENDIX “F”

ALBANY COUNTY
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
Billing Procedures
(CPSE Related Services)
Effective July 1, 2016

The following billing procedures apply to Related Services provided to children ages 3-5 eligible under section 4410 of the New York State Education law.

Rates: Albany County’s established NY SED rates for related services:

- **Individual:** $55.00 per session of less than 60 consecutive minutes of instruction/therapy.

- **Group:** $22.00 per session per child. Please note all sessions are less than 60 minutes of instruction/therapy. No more than three children are allowed per group.

Service Frequency: Albany County will only pay for the number and length of sessions per week specified on the child’s IEP, unless the additional visits are being made up in accordance with the make-up policy. Only one visit per day per discipline, unless otherwise stated on IEP. Services must be provided at the frequency and duration on the IEP. For example, if the IEP states three 30-minute sessions per week, provision of two 45-minutes sessions does not comply with the IEP.

Make up Policy: Sessions missed, for any unexpected reason, must be complete within 30 calendar days of the missed session and within the same school year/IEP period. After that time frame, the session will not be considered a make-up. Make up visits may be scheduled in advance only in the case of planned legal absences, e.g. hospitalization. Special or unusual circumstances must be discussed with the Director of the Children with Special Needs Program before the provision of services. Make up sessions cannot be done on the same day as a regular session. A session is NOT considered a make-up if it is done within the same week as the scheduled session.

Group make up sessions may be done as an individual therapy session if a group make up session is not available.

Session Notes (Medicaid Requirement): Service providers must maintain contemporaneous records. Session notes specifically document that the servicing provider delivered certain diagnostic and/or treatment services to a student on a particular date. Session notes must be completed by all qualified providers furnishing the services authorized in a student’s IEP for each Medicaid service delivered and must include:

- Student’s name
- Specific type of service provided
- Whether the service was provided individually or in a group and the size of the group
- The setting in which the service was rendered (school, clinic, other)
- Date and time the service was rendered (length of session)
- CPT code, when applicable
- ICD-10 code
- Brief description of the student’s progress made by receiving the service during the session
- Name, title, signature and credentials of the servicing provider and signature/credentials of supervising clinician as appropriate (if therapist requires supervision).

ALL INFORMATION LISTED ABOVE IS DATA COLLECTED IN CPSEeXCHANGE

In addition to preparing contemporaneous records, providers in the Medicaid program are required to keep records necessary to disclose the nature and extent of all services furnished and all information regarding claims for payment submitted by, or on behalf of, the provider for a period of six years from the date the care, services, or supplies were furnished or paid, whichever is later.

Related service providers who are appointed coordinator of services must enter the information on CPSEeXchange on the child specific line for this service (COR).

Billing:

***BILLING THAT CANNOT BE PROCESSED WILL BE RETURNED FOR CORRECTIONS AND MUST BE RESUBMITTED WITHIN 15 DAYS OR PAYMENT WILL NOT BE MADE.

Billing for the Children with Special Needs Program is submitted on a monthly basis. All vouchers must be submitted within 15 days from the end of the month from which the services were delivered. Vouchers submitted after sixty days from the end of the month will not be accepted for payment.

The completed billing packet consists of:
a. One Albany County Claim Form with original signature.
b. One CPSEeXchange Voucher Summary.
c. One RS Parent/Caregiver Signature Log for each child listed on the Voucher Summary.
d. For all services (speech therapy, occupational therapy, physical therapy, etc.) a STAC copy must be provided with the child’s FIRST monthly billing of each new IEP/school year.

Signatures:

1. All signatures must be original on the Albany County Claim Form.
2. Parent/caregiver signatures are needed for each session the child received services.
3. Electronic signatures and credentials are generated by your pin. Please make sure the information under your profile in the CPSEeXchange is accurate and up to date.
April 8, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to renew contractual agreements with service providers who have been approved by the Board of Education to provide mandated Individualized Education Programs through Related Services to meet the physical and educational needs of children ages 3 -5 years old with disabilities.

The combined agreements have an anticipated cost of $327,027.00 based on rates not to exceed the New York State approved rates for the term of July 1, 2019 – June 30, 2020

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgine, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for DCYF Related Services Program

Date: Monday, April 01, 2019
Submitted By: Scott McNells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.:
Attending Meeting: Gail Gechagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
See attached spreadsheet

Additional Parties (Names(addresses)):
See attached spreadsheet

Amount/Raise Schedule/Fee: $327,027.00
Scope of Services: Mandated Related Services for children with disabilities

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: NYS Education Law Sections 4401 and 4410

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
File #: TMP-0773, Version: 1

Revenue Account and Line: AA2960 01605 03277
Revenue Amount: $19,521.62 $179,864.85

Appropriation Account and Line: AA2960 44252
Appropriation Amount: $327,027

Source of Funding - (Percentages)
Federal:
State: 55%
County: 39%
Local: 6% (Medicaid)

Term
Term: (Start and end date) 7/1/2019 - 6/30/2020
Length of Contract: 12 months

Impact on Pending Litigation Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 11-193, 13-188; 14-164; 15-186; 16-197; 17-186; 18-205
Date of Adoption: 6/11/12; 6/10/13; 5/12/14; 5/11/15; 5/9/16; 5/8/17; 5/14/18

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.
Albany County Department of Children Youth and Families
Justification and Backup Material for Preschool
Related Services Program

The State Education Law requires the State Education Department (SED) to meet the physical and educational needs of children with disabilities. The Individualized Education Programs (IEP’s) of many special education children prescribe instruction by Special Education Itinerant Teachers, as well as Related Services, such as Speech Pathology, Physical or Occupational therapies, to name a few, to help them attain their educational goals. Municipalities contract with private service providers to obtain Related Services, in which the providers deliver in 30-60 minute sessions.

This option provides a child with the services of one or more therapists to meet his/her special needs. The therapist works with the child a specified number of times each week, and also interacts with the family and the staff of any typical program the child might attend. The therapy(ies) can be provided at any site, including the child’s home, decided at the Committee on Preschool Special Education (CPSE) meeting.

The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

The rates for these providers are set by New York State. Albany County is reimbursed 59.5% by the State for costs incurred in the delivery of these services, after backing out Medicaid reimbursements. The contract amount for the 2019-2020 contract years assumes an increase of five (5) percent which will hopefully offset any rate increase or changes in utilization.

Attached is the list of contractors who require authorization.

Therefore, the Commissioner of the Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with the attached listed providers for the term July 01, 2019 to June 30, 2020.
<table>
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<tr>
<th>PROVIDER</th>
<th>ADDRESS</th>
<th>DISCIPLINE</th>
<th>PAYMENTS 2018</th>
<th>ESTIMATED PAYMENTS 7/01/19 - 6/30/20</th>
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<td>Speech, Phys Ther, Occup Ther, Spec Ed</td>
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<td>$131,958.75</td>
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<tr>
<td>Latham, NY 12110</td>
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<tr>
<td>Spotted Zebra Learning Ctr</td>
<td>2 Kross Keys Drive</td>
<td>OT, PT, Psych, Speech Language Pathology</td>
<td>$185,779.00</td>
<td>$195,067.95</td>
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<td>Albany NY 12205</td>
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RESOLUTION NO. 205

AUTHORIZING SERVICE AGREEMENTS REGARDING INDIVIDUALIZED EDUCATION PROGRAMS FOR CHILDREN AGES 3-5

Introduced: 5/14/18
By Social Services Committee:

WHEREAS, The County Department for Children, Youth and Families is required to provide an approved preschool special education program for children ages 3 - 5 years old who have been evaluated and determined by the Board of Education to have a disabling condition, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into agreements with service providers who have been approved by the Board of Education to provide mandated Individualized Education Programs through Related Services to meet the physical and educational needs of children ages 3 – 5 years old with disabilities, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the following preschool special education program providers in regards to mandated Individualized Education Programs through Related Services to meet the physical and educational needs of children ages 3 – 5 years old with disabilities for sums not to exceed the New York State established rates for said services for the term commencing July 1, 2018 and ending June 30, 2019:

Spotted Zebra Learning Ctr    Achievements
2 Kross Keys Dr.        623 New Loudon Rd. Ste. 100
Albany, NY 12205        Latham, NY 12110

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 5/14/18
PROFESSIONAL SERVICE AGREEMENT

BETWEEN THE COUNTY OF ALBANY

AND

____________

FOR

RELATED SERVICES

CONTRACT NO. ___________ OF 2018

THIS AGREEMENT, by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207, a municipal corporation, acting by and through its County Executive, on behalf of the Albany County Department for Children, Youth and Families, Division for Children with Special Needs (hereinafter referred to as the "MUNICIPALITY") and ______________________ (hereinafter referred to as the "RELATED SERVICE PROVIDER") (each individually may be referred to as the "Party" and together as the "Parties").

WITNESSETH:

WHEREAS, the MUNICIPALITY is required, under Section 4410 of the New York State Education Law, to provide appropriate pre-school special education programs and related services for children ages 3-5 who have been evaluated, and determined by the BOARD to have a disabling condition, and

WHEREAS, the RELATED SERVICE PROVIDER, an appropriately licensed or certified individual or agency, is able to provide the appropriate related services, as defined in the regulations of the COMMISSIONER, and in conjunction with the pre-school special education program approved by the BOARD, for children ages 3-5 found by the BOARD to have a disabling condition, and

WHEREAS, Section 4410 of the New York State Education Law requires an AGREEMENT between the MUNICIPALITY and the RELATED SERVICE PROVIDER.

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:
ARTICLE I. DEFINITIONS

1. As used herein, "MUNICIPALITY" shall mean the County of Albany.

2. As used herein, "BOARD" shall mean:
   
a) A board of education as defined in Section II of the New York State Education Law; or
   
b) Trustees of a common school district as defined in Section 1601 of the New York State Education Law; and

3. As used herein, "COMMISSIONER" shall mean the Commissioner of Education of the State of New York; and

4. As used herein, "RELATED SERVICE PROVIDER" shall mean the person or entity which warrants that it can meet the needs of children with handicapping conditions placed in a 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 the PROVIDER is approved by the COMMISSIONER to provide special education or related services in accordance with Section 4410 of the New York State Education Law and Part 200 of the Regulations of the COMMISSIONER. As used herein, "RELATED SERVICE" shall mean a service as defined in regulations of the COMMISSIONER, provided by an appropriately certified or licensed individual, in conjunction with a program at a facility that has been approved or licensed by an appropriate governmental agency, including but not limited to pre-kindergarten, day-care and head start programs; provided, however, that a related service, as recommended by the BOARD pursuant to Section 4410 of the New York State Education Law may include the provision of a special education related service to an eligible pre-school child by an appropriately certified or licensed professional in such other location, as provided for pursuant to regulations of the COMMISSIONER.

ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY THE RELATED SERVICE PROVIDER

The RELATED SERVICE PROVIDER shall accept referrals for and perform the appropriate related services as determined by the BOARD, and as defined in Section 4410 of the New York State Education Law and Regulations of the COMMISSIONER in conjunction with the BOARD approved pre-school special education program in which the child is placed.

The related services shall be provided to children, ages 3-5, who have been found upon evaluation by the BOARD, to have a handicapping condition.
The RELATED SERVICE PROVIDER'S services shall be provided during the school year, which shall be defined as a July/August session (July 1 - August 30) and/or September/June session (September 1 - June 30), as defined in the Commissioners Regulations, and as the BOARD so designates on a child by child basis. No services shall be provided during sessions or times that are not approved by the Commissioner.

During the summer session, the Related Services provided shall not exceed a total of thirty (30) days. Said service dates shall be determined by the MUNICIPALITY.

The services performed by the RELATED SERVICE PROVIDER shall meet the needs of children with handicapping conditions placed in a 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.

All services provided pursuant to this agreement shall be provided in a manner and frequency as approved by the Board.

The RELATED SERVICE PROVIDER will maintain the standards set forth under Section 220.7(b) of the Regulations of the COMMISSIONER to preserve its status as an approved provider of services for children with handicapping conditions. It is understood and agreed by the parties that failure to do so shall render this AGREEMENT void, and the RELATED SERVICE PROVIDER shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained, and the RELATED SERVICE PROVIDER shall reimburse the MUNICIPALITY any amounts already received for the portion of such school year.

The RELATED SERVICE PROVIDER shall observe and require the observance by all subcontractors and their employees of all applicable Federal and New York State requirements relating to confidentiality of records and information.

All agreements between the RELATED SERVICE PROVIDER and subcontractors shall be by written contracts. Any subcontracts entered into by the RELATED SERVICE PROVIDER relative to the purchase of services pursuant to this AGREEMENT shall be written in accordance with all Federal and State Laws, regulations and guidelines and shall be subject to prior written approval of the MUNICIPALITY. No provision of any such subcontract shall be deemed to provide for the incurrence of any financial obligation by the MUNICIPALITY in addition to the established maintenance, tuition and related service rates. Any arrangements entered into by a RELATED SERVICE PROVIDER with a subcontractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The RELATED SERVICE PROVIDER shall not be relieved of any responsibility under this Contract by any subcontract.

This AGREEMENT is subject to and shall comply with all applicable provisions of Federal and New York State Laws or regulations.
To the extent that its provisions are applicable to the services being rendered herein, and not inconsistent with applicable Federal Law, the CONTRACTOR shall be required to comply with the provisions of Appendix “A” attached hereto and made a part hereof, which sets forth the obligations and requirements of a Business Associate, in accordance with the Health Insurance Portability and Accountability Act of 1996.

**ARTICLE III - MUNICIPALITY’S RESPONSIBILITIES**

The MUNICIPALITY shall observe and require the observance by all subcontractors and their employees of all applicable Federal and New York State requirements relating to confidentiality of records and information.

**ARTICLE IV. AVAILABLE DATA**

All technical or other data relative to the work in the possession of the COUNTY or in the possession of the RELATED SERVICE PROVIDER shall be made available to the other party to this AGREEMENT without expense to the other party.

**ARTICLE V. SCHEDULE**

The RELATED SERVICE PROVIDER shall complete the work in a timely manner to protect the interests and rights of the MUNICIPALITY and the best interests of the Child to the fullest extent reasonably possible.

**ARTICLE VI. OWNERSHIP OF MATERIALS**

All client/patient records and reports shall be retained by the RELATED SERVICE PROVIDER for a period which shall be equal to six (6) years following the client/patient’s twenty-first (21st) birthday. In the event that the RELATED SERVICE PROVIDER ceases providing services they shall ensure and make arrangements for the retention of client/patient records as required by NYS Health and Education laws.

**ARTICLE VII. FEES**

Unless otherwise specifically provided for in this Agreement, all reimbursements under this Agreement for individual Referred and/or Eligible Children as set forth in the Act and Regulations shall be at the applicable rates established or approved by the NYS Education Department. The Commissioner of the Department for Children, Youth and Families, at their discretion, may seek rate change approvals from the NYS Education Department as necessary.

Compensation shall be made on a monthly basis at the rates approved for Related Services. The rate for related services 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.
Payment shall be made upon submission of a County Claim Form to the MUNICIPALITY no later than fifteen (15) days after the end of each month of the July/August session and not later than fifteen (15) days following each segment of the September/June session where such segment shall be not less than monthly nor more than quarterly. Said claim form shall be submitted in compliance with procedures established by the MUNICIPALITY and shall identify and allocate costs for services rendered and provide the following additional documentation:

a) All dates the child received a health related support service and/or an evaluation, (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and counseling services as applicable);

b) Verification by electronic signature, of the service PROVIDER attesting that each service session was delivered;

c) A copy of the State Education Department’s STAC (System for Tracking and Accounting of Children) billing request, as well as the appropriate prescription for services;

d) A copy of the consent form (Appendix “D”) which releases child specific information. Said Appendix form must bear the signature of the parent of the child with a disability that has received public benefits or insurance.

e) A copy of Appendix “E” regarding information required for Medicaid reimbursement.

Upon request, the RELATED SERVICE PROVIDER shall, on a monthly basis, provide the MUNICIPALITY with a listing of eligible Medicaid services, distinguished by type of service, provided to each Medicaid eligible child and any other relevant third party health insurance information for the purpose of establishing Medicaid as the “payer of last resort.”

The RELATED SERVICE PROVIDER represents and warrants that it has fully and accurately completed Appendix “B”, entitled “Provider Agreement between the New York State Department of Health and The Service Providers” and Appendix “C”, entitled “Statement of Reassignment.” The failure to comply with any of the provisions of this section or to enter into or perform in accordance with such “Provider Agreement” and “Statement of Reassignment” shall be deemed a failure to perform in accordance with this Agreement, for which the MUNICIPALITY may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

The Department of Health (DOH), in coordination with the State Education Department (SED), has compiled Medicaid Billing/Claiming Guidance materials to be used as both instructions and as reference tools for the Preschool/School Supportive Health Services Program (SSHSP). The RELATED SERVICE PROVIDER shall be required to comply with the provisions of the Billing/Claiming Guidance materials attached hereto and made a part hereof as Appendix “F”.
The PROVIDER will use the “McGuinness Preschool CPSEeXchange” web portal program (https://www.CPSEPortal.com) that will provide as the process for the submission of required documentation.

A Personal Identification Number (PIN) will be issued to access the portal. The PIN will substitute as a signature on all information entered into the CPSEeXchange.

No payment shall be required to be made by the MUNICIPALITY prior to receipt of Notification of Determination of Placement by the BOARD. Further, no payment shall be required to be made by the MUNICIPALITY, until this Agreement is fully-executed. The MUNICIPALITY shall pay for the services provided pursuant to such notification commencing with the date services are begun, pursuant to the IEP.

No parent or any other person shall be required or requested to make any payment for related services in addition to the payments made by the MUNICIPALITY pursuant to this Contract.

This AGREEMENT shall not be executed by the MUNICIPALITY until the RELATED SERVICE PROVIDER has complied with the terms and conditions of ARTICLE XII - INSURANCE and ARTICLE XVII - LICENSES herein.

ARTICLE VIII. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the RELATED SERVICE PROVIDER which records shall clearly identify the costs of the work performed under this AGREEMENT. Such records shall be subject to periodic and final audit by the MUNICIPALITY upon request. Such records shall be accessible to the MUNICIPALITY for a period of six (6) years following the date of final payment by the MUNICIPALITY to the RELATED SERVICE PROVIDER for the performance of the work contemplated herein.

ARTICLE IX. ASSIGNMENTS

The RELATED SERVICE PROVIDER specifically agrees, as required by Section 109 of the New York General Municipal Law, that RELATED SERVICE PROVIDER is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of RELATED SERVICE PROVIDER’S right, title or interest therein without the previous consent in writing of the MUNICIPALITY.

ARTICLE X. RELATIONSHIP

The RELATED SERVICE PROVIDER is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the MUNICIPALITY for any purpose, and the
employees of the RELATED SERVICE PROVIDER shall not in any manner be, or be held out to be, agents or employees of the MUNICIPALITY.

ARTICLE XI. INDEMNIFICATION

The RELATED SERVICE PROVIDER shall defend, indemnify, and save harmless the MUNICIPALITY, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the RELATED SERVICE PROVIDER, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XII. INSURANCE

The RELATED SERVICE PROVIDER agrees to procure and maintain, without additional expense to the MUNICIPALITY, until final acceptance by the MUNICIPALITY of the services covered by this AGREEMENT, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto and made a part hereof. Before commencing work, the RELATED SERVICE PROVIDER shall furnish to the MUNICIPALITY a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the MUNICIPALITY, and the COUNTY OF ALBANY is named as an additional insured.

ARTICLE XIII. NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the MUNICIPALITY for payment under this AGREEMENT. The MUNICIPALITY will immediately notify the RELATED SERVICE PROVIDER of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the MUNICIPALITY of any kind whatsoever except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XIV. NON-DISCRIMINATION CLAUSE

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the RELATED SERVICE PROVIDER agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sexual orientation, sex, or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this AGREEMENT.
ARTICLE XV. NOTICES

All notices and documents required to be given to the MUNICIPALITY pursuant to this Agreement shall be given to:

County of Albany
Scott McNelis, Contract Administrator
112 State Street, Rm. 300
Albany, New York 12207-2021

ARTICLE XVI. APPLICABLE LAW

This AGREEMENT shall be governed by the Laws of the State of New York.

ARTICLE XVII. LICENSES

Prior to providing services under this agreement, the RELATED SERVICE PROVIDER shall submit to the MUNICIPALITY copies of all credentials and/or licenses for any and all staff providing services to children. RELATED SERVICE PROVIDER shall maintain at all times during the term of this AGREEMENT all licenses required by New York State, or other relevant regulating body, to perform the services required under this AGREEMENT.

ARTICLE XVIII. DISSOLUTION OR CHANGE IN LEGAL STATUS

The RELATED SERVICE PROVIDER shall give the MUNICIPALITY thirty (30) days prior written notice of any change in legal status or dissolution of RELATED SERVICE PROVIDER during the term of this AGREEMENT.

ARTICLE XIX. INVALID PROVISIONS

If any terms or provisions of this AGREEMENT shall be held by a court of competent jurisdiction to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

ARTICLE XX. TERM AND TERMINATION OF AGREEMENT

The services to be performed herein shall commence upon assignment by the Board and/or MUNICIPALITY after July 1, 2018 and shall continue in effect through close of business on June 30, 2019. Provided, however, that this AGREEMENT shall be deemed to terminate immediately upon the COMMISSIONER’S withdrawal of approval for the RELATED SERVICE PROVIDER to provide services or programs for children with handicapping conditions.
ARTICLE XXI. TERMINATION; REMEDY FOR BREACH; PROVISION OF RECORDS

Either party shall have the right to terminate this AGREEMENT upon thirty (30) days written notice of such termination.

The MUNICIPALITY may terminate this AGREEMENT if the RELATED SERVICE PROVIDER fails to make payment to MUNICIPALITY-approved subcontractors or disregards laws, ordinances or rules and regulations, or if the RELATED SERVICE PROVIDER is substantially in breach of any of its provisions. Additionally, the MUNICIPALITY may, without cause, order the RELATED SERVICE PROVIDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the MUNICIPALITY may determine.

The RELATED SERVICE PROVIDER may terminate this AGREEMENT if the MUNICIPALITY is substantially in breach of it.

In the event of termination of this Agreement by either party, the RELATED SERVICE PROVIDER shall, within ten (10) days of termination, provide to the MUNICIPALITY copies of the daily treatment notes for each child receiving services rendered by the RELATED SERVICE PROVIDER pursuant to the terms of this Agreement.

ARTICLE XXII. MODIFICATION

This AGREEMENT may only be modified by a formal written amendment executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year opposite their respective names.

COUNTY OF ALBANY

DATED: __________________________

BY: __________________________

Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

RELATED SERVICE PROVIDER

DATED: __________________________

BY: __________________________
STATE OF NEW YORK )
COUNTY OF ALBANY  ) SS.:

       On the ___ day ____________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________________________
NOTARY PUBLIC

STATE OF NEW YORK )
COUNTY OF ALBANY  ) SS.:

       On the ___ day ____________, 2018, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________________________
NOTARY PUBLIC

STATE OF NEW YORK )
COUNTY OF ALBANY  ) SS.:

       On the ___ day ____________, 2018, before me, the undersigned, personally appeared ___________________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

__________________________________________
NOTARY PUBLIC
SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Worker's Compensation and Employer's Liability Insurance**: A policy or policies providing protection for Employees in the event of job related injuries.

2. **Professional Liability**: A policy or policies with the limit of not less than $250,000, which names the County of Albany as an additional insured.

3. **Automobile Liability Insurance**: A policy or policies with the limits of not less than $300,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles and with the limits of $100,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

4. **General Liability Insurance**: A policies or policies of comprehensive all-risk insurance which names the County of Albany as an additional insured.

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<tr>
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APPENDIX "A"

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

OBLIGATIONS AND ACTIVITIES OF THE RELATED SERVICE PROVIDER AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions, to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONTRACTOR herein, shall be considered a "Business Associate". The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS:

1. "Business Associate" – under the terms of this Agreement, the terms "Business Associate" shall mean the RELATED SERVICE PROVIDER whose name and address are identified on the face sheet of this Agreement.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Division for Children with Special Needs, Albany County Health Department and/or Albany County Department of Children, Youth and Families.
3. "Individual" – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.
B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.

2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information, other than as provided for by this Agreement.

3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement, of which it shall become aware.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

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

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the requirements of 45 C.F.R. Section 164.528.

10. Business Associates agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Education Law and Public Health Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 42 CFS Section 164.504 (e)(2)(i)(B).

4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).

5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Public Health Law, Education Law, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICES AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

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

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.
E. PERMISSIBLE REQUESTS BY COVERED ENTITY

1. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

2. The term of this Agreement shall be set forth on the face sheet of this Agreement. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.

3. Termination for Cause — In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:
   (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,
   (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
   (c) If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

H. MISCELLANEOUS

1. Regulatory References — A reference in this Agreement to a section in the Privacy Rule or in the Public Health Law or Education Law means the section as in effect or as amended.

2. Amendment — The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. Survival — The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. Interpretation — Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

5. Incorporation in the Agreement — The terms of this Appendix are hereby incorporated into the Agreement between the parties hereto.
APPENDIX “B”

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid
SSHSP Program under Title XIX of the Social Security Act,

__________________________________________
(Organization/Contracted Provider’s Name)

Will hereinafter be called the (outside contracted) Provider, agrees as follows to:

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

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/or 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.

Outside Contract) Provider’s Authorized Signature: ________________________________

Address: ________________________________________________________________

City: __________________________ State: __________________ Zip: ________________

Telephone: _______________________ Date Signed: _____________________________

Email Address: ______________________

School Districts (under contract with): County Of Albany
APPENDIX "C"

STATEMENT OF REASSIGNMENT

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to your school district that you contracted with for or providing medical services billed under the School Supportive Health Services Program (SSHSP),

2. to accept as payment in full the contracted reimbursement rates for covered services,

3. to comply with all the rules and policies as described in your contract with the school district, and

4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Supportive Health Services Program (SSHSP)

(Date) (Outside Contract Service Provider's Signature)

School District(s) under contract with: Albany County
APPENDIX “D”

CONSENT FOR RELEASE OF INFORMATION TO
ACCESS MEDICAID REIMBURSEMENT
AND
REGULATIONS RELATED TO
PARENTAL CONSENT
CONSENT FOR RELEASE OF INFORMATION TO ACCESS MEDICAID REIMBURSEMENT

Dear Parent/ Guardian of ________________________________:

This is to ask your permission (consent) to bill your or your child’s Medicaid Insurance Program for special education and related services that are on your child’s Individualized Education Program (IEP).

This consent allows the school district to bill for covered health-related services and to release information to the school district’s Medicaid Billing Agent for that purpose.

I, ________________________________ as the parent/guardian of ________________________________

(Print child’s name)

have received a written notification from the school district that explains my federal rights regarding the use of public benefits or insurance to pay for certain special education and related services.

I understand and agree that the school district may access Medicaid to pay for special education and related services provided to my child.

I understand that:

• Providing consent will not impact my child’s/my Medicaid coverage;
• Upon request, I may review copies of records disclosed pursuant to this authorization;
• Services listed in my child’s IEP must be provided at no cost to me whether or not I give consent to bill Medicaid;
• I have the right to withdraw consent at any time; and
• The school district must give me annual written notification of my rights regarding this consent.

I also give my consent for the school district to release the following records/information about my child to the State’s Medicaid Agency for the purpose of billing for special education and related services that are in my child’s IEP. The following records will be shared:

Monthly service calendar, IEP, notes and scripts.

I give my consent voluntarily and understand that I may withdraw my consent at any time. I also understand that my child’s right to receive special education and related services is in no way dependent on my granting consent and that, regardless of my decision to provide this consent, all the required services in my child’s IEP will be provided to my child at no cost to me.

Print Name __________________ Signature __________________ Date __________________
IDEA Part B Final Regulations Related to Parental Consent to Access Public Benefits or Insurance (e.g., Medicaid)

On February 14, 2013, the U.S. Department of Education published in the Federal Register IDEA Part B final regulations that change the requirements in 34 CFR 300.154(d) related to parental consent to access public benefits or insurance (e.g., Medicaid). Previously, public agencies were required to obtain parental consent each time access to public benefits or insurance was sought. These final regulations, which take effect on March 18, 2013, will make it easier for school districts to access public benefits while still protecting family rights. The new rules—

(1) ensure that parents of children with disabilities are informed of all of their legal protections when public agencies seek to access public benefits or insurance to pay for services; and

(2) address the concerns expressed by State educational agencies and local educational agencies that requiring parental consent each time access to public benefits or insurance is sought, in addition to the parental consent required by the Family Educational Rights and Privacy Act and section 617(c) of the IDEA, imposes unnecessary costs and administrative burdens.

Specifically, these final regulations require that public agencies—

- obtain a one-time written consent from the parent, after providing the written notification described below, before accessing the child’s or the parent’s public benefits or insurance for the first time. This consent must specify (a) the personally identifiable information that may be disclosed (e.g., records or information about the services that may be provided to a particular child); (b) the purpose of the disclosure (e.g., billing for services); and (c) the agency to which the disclosure may be made (e.g., Medicaid). The consent also must specify that the parent understands and agrees that the public agency may access the child’s or parent’s public benefits or insurance to pay for services.

- provide written notification to the child’s parents before accessing the child’s or the parent’s public benefits or insurance for the first time and prior to obtaining the one-time parental consent and annually thereafter. The written notification must explain all of the protections available to parents under Part B, as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access their or their child’s public benefits or insurance to pay for services under the IDEA. The notice must be written in language understandable to the general public and in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.

In Summary: The regulations protect family rights by ensuring that (1) the one-time parental consent specifies that the parent understands and agrees that the public agency may access their or their child’s public benefits or insurance to pay for services under the IDEA; and (2) the written notification provides parents with critical information that they may not have received in the past to enable parents to understand all of their rights and protections when a public agency seeks to access their or their child’s public benefits or insurance.

At the same time, the regulations reduce burden in that public agencies are no longer required to obtain parental consent each time access to public benefits or insurance is sought. By no longer requiring public agencies to obtain parental consent each time access to public benefits or insurance is sought, public agencies will experience a reduction in paperwork and will be able to implement a simplified process to access a child’s or parent’s public benefits or insurance.
APPENDIX “E”

INFORMATION REQUIRED FOR MEDICAID REIMBURSEMENT
FOR
HEALTH RELATED EDUCATION SERVICES

Please provide the following information for each Medicaid eligible child with each voucher you submit for reimbursement to the MUNICIPALITY for special education services provided children with disabilities pursuant to Section 4410 of the Education Law.

Child's Name ___________________________ Date of Birth ___________________________

Client Identification Number (CIN) ____________________________________________

Dates of Medicaid eligibility coverage from _________________ to _________________

Is the child covered under additional Health Insurance other than Medicaid?

Please check (☐) appropriate box. YES _____ NO _____
APPENDIX “F”

ALBANY COUNTY
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
Billing Procedures
(CPSE Related Services)
Effective July 1, 2016

The following billing procedures apply to Related Services provided to children ages 3-5 eligible under section 4410 of the New York State Education law.

Rates: Albany County’s established NY SED rates for related services:

- **Individual:** $55.00 per session of less than 60 consecutive minutes of instruction/therapy.

- **Group:** $22.00 per session per child. Please note all sessions are less than 60 minutes of instruction/therapy. No more than three children are allowed per group.

Service Frequency: Albany County will only pay for the number and length of sessions per week specified on the child’s IEP, unless the additional visits are being made up in accordance with the make-up policy. Only one visit per day per discipline, unless otherwise stated on IEP. Services must be provided at the frequency and duration on the IEP. For example, if the IEP states three 30-minute sessions per week, provision of two 45-minutes sessions does not comply with the IEP.

Make up Policy: Sessions missed, for any unexpected reason, must be complete within 30 calendar days of the missed session and within the same school year/IEP period. After that time frame, the session will not be considered a make-up. Make up visits may be scheduled in advance only in the case of planned legal absences, e.g. hospitalization. Special or unusual circumstances must be discussed with the Director of the Children with Special Needs Program before the provision of services. Make up sessions cannot be done on the same day as a regular session. A session is NOT considered a make-up if it is done within the same week as the scheduled session.

Group make up sessions may be done as an individual therapy session if a group make up session is not available.

Session Notes (Medicaid Requirement): Service providers must maintain contemporaneous records. Session notes specifically document that the servicing provider delivered certain diagnostic and/or treatment services to a student on a particular date. Session notes must be completed by all qualified providers furnishing the services authorized in a student’s IEP for each Medicaid service delivered and must include:

- Student’s name
- Specific type of service provided
- Whether the service was provided individually or in a group and the size of the group
- The setting in which the service was rendered (school, clinic, other)
- Date and time the service was rendered (length of session)
- CPT code, when applicable
- ICD-10 code
- Brief description of the student’s progress made by receiving the service during the session
- Name, title, signature and credentials of the servicing provider and signature/credentials of supervising clinician as appropriate (if therapist requires supervision).

ALL INFORMATION LISTED ABOVE IS DATA COLLECTED IN CPSEeXCHANGE

In addition to preparing contemporaneous records, providers in the Medicaid program are required to keep records necessary to disclose the nature and extent of all services furnished and all information regarding claims for payment submitted by, or on behalf of, the provider for a period of six years from the date the care, services, or supplies were furnished or paid, whichever is later.

Related service providers who are appointed coordinator of services must enter the information on CPSEeXchange on the child specific line for this service (COR).

Billing:

***BILLING THAT CANNOT BE PROCESSED WILL BE RETURNED FOR CORRECTIONS AND MUST BE RESUBMITTED WITHIN 15 DAYS OR PAYMENT WILL NOT BE MADE.

Billing for the Children with Special Needs Program is submitted on a monthly basis. All vouchers must be submitted within 15 days from the end of the month from which the services were delivered. Vouchers submitted after sixty days from the end of the month will not be accepted for payment.

The completed billing packet consists of:
a. One Albany County Claim Form with original signature.
b. One CPSEeXchange Voucher Summary.
c. One RS Parent/Caregiver Signature Log for each child listed on the Voucher Summary.
d. For all services (speech therapy, occupational therapy, physical therapy, etc.) a STAC copy must be provided with the child's FIRST monthly billing of each new IEP/school year.

Signatures:

1. All signatures must be original on the Albany County Claim Form.
2. Parent/caregiver signatures are needed for each session the child received services.
3. Electronic signatures and credentials are generated by your pin. Please make sure the information under your profile in the CPSEeXchange is accurate and up to date.