ERIE COUNTY
DEPARTMENT OF HEALTH
PRESCHOOL CONTRACT

RELATED SERVICES

RECEIVED
JUN 17 2014
ECDOH - SN

AGREEMENT FOR THE PROVISION OF RELATED SERVICES TO PRESCHOOL CHILDREN WITH DISABILITIES PURSUANT TO NEW YORK STATE EDUCATION LAW ARTICLE 89, SECTION 4410

THIS AGREEMENT, dated the 10th day of June, 2014 between the COUNTY OF ERIE, hereinafter referred to as the County, acting by and through the Erie County Department of Health, having its office located at 95 Franklin Street in the City of Buffalo, State of New York, and Children's Therapy Resources, hereinafter referred to as the Provider, having its office located at 6445 W. Quaker St. Orchard Park, NY 14127 is for the provision of related services to preschool children with a disability (pursuant to New York State Education Law, Article 89, Section 4410).

WHEREAS, the Provider has been approved by the New York State Department of Health to provide services to preschool children with disabilities, which the Erie County Department of Health Special Needs Division requires for this contract and will provide a copy of such approval to Erie County to be included as **Exhibit F** of this contract; and

WHEREAS, "Related Services" shall mean those services as defined in Paragraph J of subdivision one (1) of Section 4410 of Article 89 of the New York State Education Law provided to a preschool child at the type of setting determined by the (CPSE) Committee on Preschool Special Education, including but not limited to an approved or licensed pre-kindergarten or head start program; the work site of the provider; the child's home; a hospital; a state facility; or a child care location pursuant of Section 4410 of Article 89 of

the New York State Education Law; and

WHEREAS, "Eligible Child" and "Eligible Children" shall mean a preschool child referred to Provider by the Board who has identified the child as having a disability pursuant to New York State Education Law, Article 89, Section 4410 and served by the Provider; and

WHEREAS, "half hour unit" shall mean thirty (30) minutes of related services delivered to each eligible child; and

WHEREAS, "NYSED" shall mean the New York State Education Department, and

WHEREAS, "Commissioner" shall mean the Commissioner of Education of the State of New York acting through the New York State Education Department; and

WHEREAS, "Board" shall mean a local Board Of Education as defined in New York State Education Law, Section 2 or trustees of a common school district as defined in New York State Education Law, Section 1601; and

WHEREAS, "CPSE" shall mean Committee on Preschool Special Education; and

WHEREAS, "County Representative" shall mean the Commissioner of the Erie County Department of Health or his designee; and

WHEREAS, "Subcontractor" shall mean an agency or individual and its employees who are approved, certified, licensed and or accredited by New York State Education who provide special education services and/or programs to preschool children identified by the Board as having a disability and who is not an employee of the Provider;

NOW THEREFORE, in order to make related services available to preschool children identified by the CPSE as having a disability pursuant to New York State Education Law, Article 89, Section 4410, the parties hereto mutually agree as follows:

I. PROVIDER'S RESPONSIBILITIES

1. Provider shall deliver related services to each eligible child placed with the Provider by the CPSE pursuant to New York State Education Law, Article 89, Section 4410. Services shall be provided as specifically prescribed on the IEP.

2. Provider shall be able to deliver related services to eligible children for a total minimum of two hundred and ten (210) days during the term of this Agreement, including a minimum of one hundred eighty (180) days to be provided between September 1st and June 30th, and also for a minimum of thirty (30) days between July 1st and August 31st of each year.

3. Provider agrees to notify the responsible CPSE and County if Provider is unable to start services within five (5) business days of receipt of the IEP. Provider further agrees to secure the approval of the responsible CPSE if Provider must place eligible child on a waiting list to await the commencement of services and to notify the parent and the County if services must be delayed.

4. Provider agrees to notify CPSE and County if qualified staff person is unable to provide approved service as stated on the IEP for the time period in question. Furthermore, if Provider is unable to provide all services on the child's IEP, other than for a short-term absence of a qualified staff person, then it is the Provider's responsibility to make alternative arrangements with qualified substitute personnel. If alternative arrangements cannot be made, Provider must bring back to CPSE to review for different program placement.

5. Provider shall submit a Monthly Report to the County on the total number of eligible children who received related services and the total number of half hour units of related services provided to the County no later than the fifteenth (15) day of the month following the month in which related services provided. A sample format for the Related

Service Monthly Report to be used by Provider is attached hereto as ***Exhibit "A".***

6. Provider agrees to complete the Erie County Department of Health Section 4410 Statement of Reassignment attached hereto as ***Exhibit "B"*** and New York State Department of Health Medicaid Reimbursement and Disclosure Form attached hereto as ***Exhibit "B1"*** and to retain such form on file for nine (9) years pursuant to statute for possible audit by County, State or Federal government. Provider agrees to comply with all documentation requirements forwarded to it by the County and/or the New York State Department of Education and/or other offices of New York State relating to Medicaid reimbursement claims. Provider understands that in instances whereby documentation submitted to the County that is necessary for Medicaid reimbursement claims is incomplete or inaccurate resulting in the County being prohibited from claiming Medicaid reimbursement the County will consider said service invalid and will not render payment to the provider. If such errors are discovered after payment has been rendered in good faith the County will deduct said payment from future payments.

7. Provider hereby warrants and represents that, as of the effective date of this Agreement, no employee or subcontractor of provider has been excluded, debarred, suspended or been otherwise determined to be or identified as ineligible to participate in any federal or administrative process that might lead to a possible exclusion.

Provider agrees to monitor their employees and subcontractors exclusion status by checking all employees and subcontractors against the publicly available data on exclusions, suspensions, and debarments. At a minimum, contractor shall check exclusion status monthly against the List of Excluded Individuals and Entities maintained by the United States Office of the Inspector General, the Excluded Parties List System maintained by the United States General Services Administration, as well as any applicable New York State database. Consultant shall notify the ECDOH, within (1)

business day of Consultant's becoming aware of any of the foregoing information, notice, actions or events during the term of this Agreement. The appearance of Consultant or any of its employees or subcontractors on any of the lists of excluded providers shall constitute a breach of this Section and Erie County shall have the sole option to terminate the Agreement immediately with no required notice.

Should Erie County be levied a fine in connection with any improper billings resulting from the provision of services of items by Consultant itself if such entity is on an exclusion list or an excluded provider employed or subcontracted by Consultant, Consultant shall reimburse Erie County the total amount of such fine levied. This shall include costs associated with the denial of any otherwise reimbursable billing, the recovery of funds already reimbursed, administrative and civil money penalties and any judgment in a Federal False Claims Act proceeding.

Provider agrees to review the Erie County Department of Health Children with Special Needs 'Medicaid Compliance Program' document, attached hereto as ***Exhibit B2***, and shall complete the Contractor/Consultant Medicaid Compliance Certification included as part of this agreement. Provider further agrees to require that all employees and contracted staff review the compliance program and complete the Employee Medicaid Compliance Certification on an annual basis. This certification shall be housed in the employee/contracted staff's personnel files and be available to the County upon request.

7A. Provider agrees to complete the 'Certification of Under the Direction and Accessibility (CUDA) Form', attached hereto as ***Exhibit "C-2"***, for services rendered by a Teacher of the Speech and Hearing Handicapped or CFY working under the direction of a licensed Speech-Language Pathologist. The CUDA Forms should be kept on file and available for inspection by Erie County or the Office of the Medicaid Inspector General in the event of an audit.

7B. Provider is aware that the Medicaid program requires documentation of a face to face session completed by the supervising SLP prior to the County claiming for reimbursement. As such, the face to face date MUST be included on all session notes written.

7C. Provider will submit copies of all Speech session notes no later than sixty (60) days after the end of the month in which they are completed. **Session notes must be legible and must comply with all Medicaid requirements to be considered valid for payment. .**

7D. Provider agrees to update Provide NPI spreadsheet whenever a new SLP is hired. The spreadsheet should be attached to the invoice each month with any changes highlighted.

7E. Provider is aware that each SLP employed by Provider is required to obtain a non-billing Medicaid Provider number per the OPRA regulation. Provider is aware that scripts should NOT be written by any SLP for whom the Provider does not have a non-billable Medicaid Provider number on file for.

7F. Provider agrees to provide to the family of each child being serviced by provider a Written Notification form attached as ***"EXHIBIT C"*** during the month of September each year. Provider will document having done so. A written or computer generated list of children including the date the form was provided to the family will suffice. The list should be submitted to the County of Erie (attention: Irene Jowsey) no later than October 15th of each year along with the Attestation form attached as ***"EXHIBIT C1"***

8. Provider shall submit a monthly invoice to the County for the actual total number of half hour units delivered to eligible children on or about fifteen (15) days after the end of the month in which related services were delivered. Only services rendered as prescribed on the IEP shall be eligible for payment. The monthly invoice is to be

developed by Provider and submitted with the prior approval of the County (sample attached hereto as ***Exhibit "D"***).

9. Provider agrees to submit updated information to the County Representative for each eligible child upon request and to a review by CPSE, to include standardized testing scores when appropriate or a periodic review upon request of CPSE. Provider agrees to contact the County Representative by telephone or fax machine if the County will not be in receipt of updated information within five (5) business days in advance of the CPSE meeting. In the event that Provider requests a change in an eligible child's related services program, County Representative will be notified within five (5) business days prior to the CPSE meeting, or immediately upon request to the County.

10. Provider agrees that no eligible child's parent(s), guardian(s) or other related adult shall be required or requested to make any payment for related services and/or transportation in addition to payment for related services made to eligible children by the County.

11.A. Provider shall obtain and maintain at its own cost and expense, the following insurance coverage with insurance companies licensed in the State of New York and shall provide the County with a certificate of insurance as evidence of such coverage on County of Erie Standard Insurance Certificate, attached hereto as ***Exhibit "E":***

1. **Comprehensive General Liability**

   With a combined single limit (CSL) for Bodily Injury and Property Damage of $500,000.00 per occurrence and annual aggregate. The coverage shall include premises and operations, products and completed operations, independent contractors, contractual liability (sufficient to cover all liability assumed under contracts with the County) and personal injury liability.

2. **Automobile Liability**

   With a minimum combined single limit (CSL) of liability for bodily injury and property damage of $ 500,000 per occurrence. The coverage

shall include owned, hired and non-owned autos.

3. **Excess "Umbrella" Liability**

With a minimum limit of $ 1,000,000

4. **Professional Liability**

With a minimum limit of $ 1,000,000

5. **Workers' Compensation and Employers' Liability**

Statutory coverage in compliance with the Workers' Compensation Law of the State of New York

6. **Disability Benefits**

Statutory coverage in compliance with the New York State Disability Benefits Law

11B. Provider agrees that the General Liability, Automobile Liability, Excess "Umbrella" Liability and Professional Liability policies shall name the County as an additional insured. All policies shall provide that the insurance company or companies issuing the policies shall have no recourse against the County for payment of any premiums or for assessments under any form of policy and the insurance shall apply separately to each insured except with respect to the limit of liability. Provider agrees that insurance certificates required under this Agreement shall state that prior to cancellation, non-renewal, or material change of the policies of insurance referenced above, at least forty-five (45) days advance written notice shall be given to:

The Erie County Department of Health
95 Franklin Street Room 828
Buffalo, New York 14202

Provider agrees that all insurance certificates shall be approved by the Erie County Department of Law, prior to the execution of Agreement. Failure of Provider to maintain insurance shall result in the County's termination of this Agreement.

12. The Provider agrees to indemnify, defend, and hold harmless the County of Erie, its agents, employees, representatives, and successors against any and all claims, losses, damages, and injuries, including death, property damage, lawsuits, or other disputes which result directly or indirectly from services provided by the Provider pursuant to this Agreement.

13. Provider agrees to submit a year-end financial report to the County on the actual annual cost of delivering related services to all eligible children within one hundred twenty (120) days after the conclusion of the Provider's fiscal year. The year-end financial report shall be in the form prescribed by the Commissioner, and in the absence of such a form, approved in advance by the County. County shall honor all extensions granted to Provider by NYSED for submission of the year-end financial report.

14. Provider shall be responsible for the ongoing training of its staff and/or of any subcontractor it may engage to deliver services as specified herein. Provider agrees to require that ALL employees and contracted staff attend ONE (1) training each year as determined by the county. Provider will submit proof of attendance for all staff.

15. Provider shall prepare and maintain all financial, statistical and other records required pursuant to New York State Education Law, Article 89, Section 4410. All documents and records shall be consistent with the County and State audit requirements. Provider shall retain all financial records and documents related to special education services and programs delivered to each eligible child pursuant to this agreement for seven (7) years after the school year in which the special education services and programs have been delivered.

16. Upon ten (10) days written notice to Provider all records, including financial records, shall be subject to inspection, review or audit by the County and/or the State of New York.

17. Provider shall maintain standards as required by New York State Law and the New York Code of Rules and Regulations in order to preserve its status as an approved Provider for the delivery of related services. In the event Provider is no longer approved, certified, or licensed by the State of New York to deliver related services to eligible children, this Agreement shall be terminated by the County upon written notice to the Provider, whereupon the Provider shall be entitled to no compensation for services provided after the date of such notice and must reimburse County upon proper audit disallowance by either the County or the NYSED.

18. Provider shall observe all applicable local, State and Federal laws, rules and regulations relating to the confidentiality of client records and information. If and to the extent, and so long as, required by the provisions of 42 U.S.C. 1171 et seq. known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated there under, but not otherwise, Provider does hereby assure County that Provider will appropriately safeguard protected health information made available to or obtained by Provider.

19. Provider shall not assign, transfer, convey or otherwise dispose of this Agreement or of its right, title, or interest therein, or the power to execute this Agreement to any person or corporation without the previous consent, in writing, of the County, which consent shall not be unreasonably withheld. Provider will retain ultimate control and responsibility for the service provided and any subcontracts it may enter. Subcontractor shall be bound by the terms and conditions of this Agreement between Provider and County and any other requirement applicable to Provider for the provision of contract services. All subcontracts entered into by Provider relative to the purchase of services pursuant to this Agreement shall be written in accordance with all County, State and

federal laws, rules and regulations and shall be available for review by the County and Commissioner. No subcontract shall result in direct financial obligation by the County. Provider shall require by written agreement that subcontractors and their employees agree to the terms and conditions of the original agreement and observe all applicable County, State and Federal laws, rules and regulations relating to the confidentiality of client records and information as further detailed above.

20. Provider agrees that funding provided by the County shall be acknowledged by the Provider in all of its public correspondence and public relations material.

II. COUNTY'S RESPONSIBILITIES

21. County shall reimburse the Provider for the cost of related services for each eligible child on a monthly basis at the official rate established by County services within forty-five (45) days of the County's receipt of a valid "Notification of Determination of Placement from the Board" and receipt by the County of an invoice from the Provider listing the actual number of half hour units of related services delivered to each eligible child as specifically prescribed on the child's IEP. The invoice form must be approved in advance by the County. All payments made to Provider by County are final and not subject to reconciliation.

22. Provider is aware that services are considered valid only if all supporting required Medicaid documentation is completely and accurately submitted. Payments rendered in good faith will be rescinded if there is evidence that supporting documentation does not meet Medicaid requirements. Medicaid claims by County made in reliance upon information from Provider are subject to federal audit, and any intentional misinformation is punishable by civil and criminal federal and state penalties.

III. MISCELLANEOUS PROVISIONS

23. The Provider understands that the County reserves the right to change the form of or amend any ***Exhibits*** as necessary and agrees to comply with any such reasonable changes.

24. The term of this Agreement shall be for one (1) year commencing on July 1, 2014 and ending on June 30, 2015. This Agreement shall be subject to two automatic renewals on the anniversary date of execution. Unless either party provides intent to terminate, renewal is assumed.

25. Either party may amend or modify any provision of this Agreement, its exhibits, and any attachments thereto by providing the language of the proposed amendment to the other party who shall either accept or reject the amendment within sixty (60) days of receipt. If not accepted or rejected within that time, the amendment shall be deemed rejected. This Agreement may not be amended or modified in any way in any of its provisions except by written mutual consent, signed by duly authorized representatives of each of the parties hereto. Subject to review and approval by NYSED, new or amended Program Requirements and/or rules and regulations shall not be deemed an amendment to this Agreement. Notwithstanding anything to the contrary in this Agreement, County and Provider acknowledge and agree that no provision of this Agreement shall abrogate the authority of NYSED to review and approve material amendments to this Agreement.

26. This and future agreements shall only incorporate changes that are (a) required by federal or state law or regulation, or necessary to implement federal or state law or regulation, and (b) unrelated to federal or state law or regulation but acceptable to both parties.

27. Notwithstanding the foregoing, the credentials of any professionals used by the Provider will not be required to exceed or be different from those required by NYSED law or regulation.

25. This and future agreements shall only incorporate changes that are (a) required by federal or state law or regulation, or necessary to implement federal or state law or regulation, and (b) unrelated to federal or state law or regulation but acceptable to both parties.

26. Notwithstanding the foregoing, the credentials of any professionals used by the Provider will not be required to exceed or be different from those required by NYSED law or regulation.

27. Each party to this Agreement must notify the other party of a material breach to this Agreement and give the other party a reasonable opportunity to cure the breach before terminating this Agreement.

28. In the event that services under this Agreement are no longer mandated by the State of New York, this Agreement shall be terminated effective upon notice via certified mail to Provider at:

Childrens Therapy Resources
6485 W. Quaker St.
Orchard Park, NY 14127

30. This Agreement shall be governed by the laws of the State of New York.

31. It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of monies available in the yearly budget in the County of Erie, as approved and to the extent of the availability of applicable monies from either the State of New York or the United States. No liability shall be incurred by the County of Erie beyond such monies made available for the purpose thereof.

32. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had

28. Each party to this Agreement must notify the other party of a material breach to this Agreement and give the other party a reasonable opportunity to cure the breach before terminating this Agreement.

29. In the event that services under this Agreement are no longer mandated by the State of New York, this Agreement shall be terminated effective upon notice via certified mail to Provider at:

Childrens Therapy Resources
6445 N. Quaker St.
Orchard Park, NY 14127

30. This Agreement shall be governed by the laws of the State of New York.

31. It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of monies available in the yearly budget in the County of Erie, as approved and to the extent of the availability of applicable monies from either the State of New York or the United States. No liability shall be incurred by the County of Erie beyond such monies made available for the purpose thereof.

32. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provisions or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

33. This Agreement is made and executed pursuant to a Resolution of the Erie County Legislature adopted on January __, 20___, at Session # __, Item Reference __ in the Budget of the Legislative Proceedings.

SIGNATURE PAGE INSERTED FOLLOWING THIS PAGE

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

INSERTED AFTER THIS PAGE

IN WITNESS WHEROF, the parties hereto have set their hands and seals of the day and year first above written. .

COUNTY OF ERIE

By: _____ Date: _____
MARK POLOCARZ/RICHARD TOBE
County Executive/Deputy County Executive

Approved as to content:

(Electronically Signed)
By: _____ Date: _____
GALE R. BURSTEIN, MD, M.P.H.
Commissioner
Erie County Department of Health

Approved as to form:

(Electronically Signed)
By: _____ Date: _____
GREG P. KAMMER
Assistant County Attorney

Vendor Name Children's Therapy Resources
By: Joanne Lasky Date: 6/9/2014
Name: Joanne Lasky
Title: Owner / Director of Therapy

2014 ERIE COUNTY DEPARTMENT OF HEALTH

Contract /Amendment #: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the 10th day of June in the year 2014 before me, the undersigned, personally appeared Joann Woolsey-Losky personally known to me, who being by me duly sworn, did depose and say that he/she is the owner of Children Therapy Resource the corporation described in and which executed the within instrument, that he/she know the seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Kathleen A. Swarbrick

Notary Public

KATHLEEN A. SWARBRICK
Notary Public, State of New York
NO. 01SW5058002
Qualified in Erie County
My Commission Expires 4-1-2018

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the _____ day of _____ in the year 20__, before me, the undersigned, personally appeared Mark C. Poloncarz, Erie County Executive/Richard M. Tobe, Deputy County Executive, 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 entity or individual upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

EXHIBIT A

Monthly Report Sample

EXHIBIT A

ERIE COUNTY DEPARTMENT OF HEALTH
PRESCHOOL PROGRAM

MONTHLY REPORT – ERIE COUNTY ONLY

Agency Name:_____ **Month:**_____ **Year:**_____

TUITION BASED PROGRAMS

Note: Report ALL Tuition Based enrollments during the reporting month. Do not include in the "Children Served" count, children receiving Related Services, or SEIT.

1) Number of FTE _____

2) Number of Children Served _____

RELATED SERVICES

Note: Report ALL Related Services performed during the reporting month. Do not include in the "Children Served" count children enrolled in Tuition based programs (Dual Services).

1) Number of Children receiving RS _____

2) Total Number of ½ Hour RS Sessions _____

SEIT SERVICES

Note: The # of Children Receiving SEIT should be for children receiving SEIT Only (Unduplicated count).

1) Number of Children receiving SEIT Only _____
(Do not include children receiving SEIT & RS.)

2) Total Number of ½ Hour SEIT Sessions for ALL Children Including RS Children _____
(Include SEIT Only and SEIT + RS Children.)

EVALUATIONS

Note: Report only Evaluations provided to the CPSE during the reporting month for both eligible and non-eligible children.

1) Number of Evaluations _____

2) Estimated Cost of Evaluations _____

Person Completing Form: _____ **Date:** _____

Due Date: Please mail or fax by the 15th of the month following service.

Mail to: Children with Special Needs Division
Erie County Department of Health
Attn: Cheryl Gould
95 Franklin Street – 828 Rath Building
Buffalo, New York 14202

Fax to: (716) 858-6892

EXHIBIT B

ERIE COUNTY DEPARTMENT OF HEALTH
SECTION 4410 PROGRAM FOR CHILD WITH SPECIAL NEEDS
ARTICLE 28

STATEMENT OF REASSIGNMENT
FOR THE PROVISION OF RELATED SERVICES ONLY

NAME OF PRESCHOOL SERVICES PROVIDER:
Childrens Therapy Resources

The above-named Provider of services hereby agrees as follows:

1. The County of Erie shall retain MEDICAID revenues received for medical services provided to Medicaid special education preschool students.
2. Provider shall accept as payment in full the reimbursement rates as specified in the contract for covered services.
3. Provider shall comply with all rules and regulations as detailed in its contract with the County.
4. Provider shall not bill Medicaid for any related service billed to the County.

NOTE: Nothing in this Agreement prohibits a Medicaid Provider from claiming reimbursement for Medicaid eligible services rendered outside the scope of services provided in the Agreement for the Preschool Supportive Health Services Program.

AUTHORIZED SIGNATAURE: Dawn Dooley

DATED: 06/10/2014

RECEIVED
JUN 17 2014
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EXHIBIT B1

NEW YORK STATE DEPARTMENT OF HEALTH
MEDICAID REIMBURSEMENT AND DISCLOSURE FORM

Medical services are provided under the New York State Medicaid Program, Title XIX of the Social Security Act, require the satisfactory completion of the Medicaid Provider Agreement Form and statement of reassignment, Childrens Therapy Resources hereinafter made reference to and PROVIDER agrees as follows:

A. 1. Retain records as appropriate to detail the extent of services furnished by Provider to recipient receiving assistance under the New York State for Medical Assistance.

2. Furnish on request to 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 relating to Medicaid claims referred by the Provider to the preschool county agency.

3. Comply with disclosure requirements as specified in 42 CFR, Part 455, Subpart B.

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

C. Abide by all applicable Federal and State Laws and Regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York pertaining to the release of educational documentation.

AUTHORIZED SIGNATURE: Jeanne Tedesco

ADDRESS: 6445 W. Quaker Street

CITY: Orchard Park **STATE** NY **ZIP** 14127

TELEPHONE#: 716-972-0356 **DATE SIGNED:** 06/10/2014

EXHIBIT B2

Medicaid Compliance Certification-PROVIDER

Contractor/Consultant Medicaid Compliance Certification

I certify that I have reviewed the Erie County Department of Health - Children With Special Needs Division - Medicaid Compliance Plan. I promise to comply with the terms of the Medicaid
Compliance Plan, and I understand that violation of these terms
May lead to the termination or non-renewal of my contract.

Signature: Joanne Lasky

Name (print): Joanne Lasky

Agency: Childrens Therapy Resources

Date: 06/10/2014

C-parental rights

Written Notification Regarding Use of Public Benefits or Insurance to Pay for Certain Special Education and Related Services

You are receiving this written notification to give you information about your rights and protections under the Federal Individuals with Disabilities Education Act (IDEA), so that you can make an informed decision about providing your written consent to allow Erie County to use your or your child's public benefits or insurance to pay for special education and related services that the County is required to provide at no cost to you and your child.

Funds from a public benefits or insurance program (ex, Medicaid funds) may be used by the County to help pay for special education and related services, but only if you provide your consent, as explained below.

Before the County can ask you to provide your consent to access your or your child's public benefits or insurance for the first time, it must provide you with this notification of the rights and protections available to you under IDEA. This notification is intended to help you understand these rights and protections, including the type of consent the County will ask you to provide. If you choose not to provide your consent, or later decide to withdraw your consent, the county has a continuing responsibility to ensure that your child is provided all required special education and related services under IDEA at no charge to you or your child.

PARENTAL CONSENT : 34 CFR §300.154 (d)(2)(iv)(A)-(B) and NYCRR § 200.5 (b)(8)(i)

Beginning July 3, 2013, before the County can use your child's public benefits or insurance for the first time to pay for special education and related services under IDEA, it must obtain you signed and dated written consent. The county is only required to obtain your consent one time. THIS CONSENT REQUIRMENT HAS TWO PARTS.

1. Consent to share records about your child: The county is required to obtain your writing consent before sharing personally identifiable information about your child (such as name, address, social security #, individualized education plan (IEP)) from your child's education records. In asking for consent the county will A) Identify the records or information that will need to be shared B) tell you the purpose of sharing the records and C) identify the agency to which the county may disclose the information (ex, the Medicaid agency).
2. Consent to bill your public insurance program (ex, Medicaid) : Your consent must include a statement specifying that you understand and agree that the county may use you or your child's public benefits or insurance to pay for some of your child's special education services.

If the county has on file your consent provided before July 3, 2013 to release your child's records and to use you or your child's public benefits or insurance to pay for special education and related services, the county is required to request a new consent from you ONLY when there is a change in : the type of services to be provided to your child (ex, speech therapy), the amount of services provided to your child (ex, hours per week), or the cost of services (amount charged to public benefits or insurance program).

If any of these changes occur, the county must obtain from you a new one-time consent. Before you provide the new, one-time consent, the county must provide you with this notification. Once you provide this consent you will not be required to provide the county with any additional consent it order for it to access you or your child's public benefits or insurance even if your child's services change in the future. However, the County must continue to provide you with this notification annually.

You have the right to withdraw your consent at any time. If you withdraw your consent, the County must still provide all of your child's IEP special education and related services at no cost to you. To withdraw your consent, you will need to submit your request in writing to the County.

NO COST PROVISIONS 34 CFR § 300.154 (d)(2)(i)-(iii) AND 8 NYCRR§ 200.5(b)(8)(ii)(b)-(d)

The IDEA "no cost" protections regarding the use of public benefits or insurance are as follows:

1) The county may not require you to sign up for, or enroll in, a public benefits or insurance program in order for your child to receive a free appropriate public education.
2) The county may not require you to pay any out-of-pocket expenses, such as the payment of a deductible or co-pay amount for filing a claim for services that the County is otherwise required to provide your child without charge.
3) The County may not use you or your child's public benefits or insurance if using those benefits or insurance would :
    a. Decrease your available lifetime coverage or any other insured benefit, such as a decrease in your plan's allowable number of physical therapy sessions available to your child or a decrease in your plan's allowable number of sessions for mental health services;
    b. Cause you to pay for services that would otherwise be covered by your public benefits or insurance program because your child also requires those services outside of the time your child is in school;
    c. Increase your premium or lead to the cancellation of your public benefits or insurance; or
    d. Cause you to risk the loss of your child's eligibility for home and community based waivers that are based on your total health-related expenditures.

We hope this information is helpful to you in making an informed decision regarding whether or not to allow the County to use you or your child's public benefits or insurance to pay for special education and related services under IDEA.

For additional information and guidance on the requirements governing the use of public benefits or insurance to pay for special education and related services see :

http:/www2.ed.gov/policy/speced/reg/idea/part-b/part-b-parental-consent.html.

EXHIBIT C-1

ATTESTATION FORM

EXHIBIT C-2

Certification of Under-the-Direction and Accessibility (CUDA) Form Samples

EXHIBIT C 1

ATTESTATION OF HAVING PROVIDED WRITTEN NOTIFICATION

I Joanne Lasky attest that the

Print name of Agency Representative

Written Notification Regarding Use of Public Benefits or Insurance to Pay for Certain Special Education and Related Services form (which is listed as Exhibit C in the Related Services contract Erie County holds with my agency)

was provided to the family of each child listed on the attached form on the date indicated.

Joanne Lasky 06/10/2014

Signature of Agency Representative Date

Exhibit C-2

Erie County Department of Health
Preschool Program

CERTIFICATION OF UNDER THE DIRECTION AND ACCESSIBILITY

Speech Therapy

Month _____ Year _____

Student _____ M / F _____/_____/_____
Last name First name Date of Birth

New York State Certified TSHH/TSLD _____

Date	Type of Access Provided

Access Type Codes

F - Face to Face = **direct observation of child**
-Direct observation that occurs at the start of the 2 month or 10 month IEP only **OR** when there is a change in the UDOSLP or the IEP specifications
C - Communication Book
T - Telephone
E - E-mail
M - Mail
IM - Instant Message
TM - Text Message
OD - Office Discussion
QO - Quarterly Observation
-Observation each quarter as required by NYSED.
PO - Periodic Observation
-Used if additional observations occur beyond quarterly observation.

I _____, CCC-SLP, New York State licensed Speech-Language Pathologist, certify that I am providing "Under the Direction" services to the above named TSHH/TSLD.

SLP Signature _____ NYS License # _____

Provider Agency _____

Revised 08/10

EXHIBIT C-2

Certification of Under-the-Direction and Accessibility (CUDA) Form Samples

EXHIBIT D

Sample of Monthly Invoice

EXHIBIT D

PRESCHOOL PROGRAM

Therapeutic Learning for Tots
1234 Broadway Avenue

Best City, NY 01234

Bill to:

Erie County Special Needs
Preschool Program
95 Franklin St. Rm.
828
Buffalo, NY 14202

Invoice # 123456
Invoice Date: 01/31/11

Billing for: PS RS
Billing Rate: $50.00

Child's Name	DOB	Service	Start Date	Term Date	Service MM/YYYY	Sessions	Amount
Anchor, Ryan	09/23/05	Speech Therapy	12/10/10		01/2011	8	$400.00
Cohan, Lindsey	12/15/07	Speech Therapy	09/08/10		01/2011	5	$250.00
Gomez, Delina	07/11/07	Physical Therapy	09/08/10		01/2011	1	$50.00
Light, Caden	11/11/06	Speech Therapy	12/07/10		01/2011	2	$100.00
Lowney, Robert	03/29/06	Physical Therapy	09/08/10		01/2011	4	$200.00
Port, Colin	08/30/07	Occupational Therapy	09/08/10		01/2011	4	$200.00
Reef, Coral	04/09/07	Speech Therapy	09/08/10		01/2011	11	$550.00
Rufus, Kaylee	09/24/06	Speech Therapy	09/08/10		01/2011	15	$750.00
Sieber, Justin	02/13/05	Speech Therapy	01/04/11		01/2011	10	$500.00
Swift, Saylor	06/18/06	Occupational Therapy	09/09/10	01/15/11	01/2011	4	$200.00
Wiggle, Cara	10/10/07	Occupational Therapy	09/08/10		01/2011	13	$650.00
						Total Amount Due	$3,850.00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LoVullo Associates, Inc. 6450 Transit Road Depew, NY 14043	CONTACT NAME: Wolf Agency Inc PHONE (A/C, No, Ext): (716) 662-6166 FAX (A/C, No): (716) 662-1880 E-MAIL ADDRESS:
INSURED Children's Occupational Therapy Resources PC & Two OT's Inc dba Foundations Developmental Readiness Center 6445 West Quaker Street Orchard Park, NY 14127	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : NAUTILUS INSURANCE COMPANY — 17370 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							
	X COMMERCIAL GENERAL LIABILITY	X		NN378418	01/11/2014	01/11/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liability						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured

CERTIFICATE HOLDER

County of Erie & any County Board, Bureau, Commision, or Agency
Department of Law
95 Franklin St. Rm# 1634
Buffalo, NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Wolf Agency Inc	NAME INSURED Children's Occupational Therapy Resources PC & Two OT's Inc dba Foundations Developmental Readiness Center 6445 West Quaker Street Orchard Park, NY 14127
POLICY NUMBER NN378418	
CARRIER Nautilus Insurance Company — NAIC CODE 17370	EFFECTIVE DATE: 01/11/2014

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25(2010/05) FORM TITLE: Certificate of Liability Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: LoVullo Associates, Inc. 6450 Transit Road Depew, NY 14043	CONTACT NAME: Wolf Agency Inc PHONE (A/C, No, Ext): (716) 662-6166 FAX (A/C, No): (716) 662-1880 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: US LIABILITY INSURANCE COMPANY — 25895
INSURED: Children's Occupational Therapy Resources PC 6445 West Quaker St Orchard Park, NY 14127	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	E&O Liability			AH1551418	01/11/2014	01/11/2015		
	Each Claim							$1,000,000
	Aggregate							$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured

CERTIFICATE HOLDER

County of Erie
C/O Department of Law
95 Franklin St
Room 1634
Buffalo, NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 973400

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Wolf Agency Inc	Children's Occupational Therapy Resources PC 6445 West Quaker St Orchard Park, NY 14127
POLICY NUMBER AH1551418	
CARRIER: US Liability Insurance Company — NAIC CODE: 25895	EFFECTIVE DATE: 01/11/2014

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25(2010/05) FORM TITLE: Certificate of Liability Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (716) 662-6166 Fax: (716) 662-1880 WOLF AGENCY INC 5820 BIG TREE RD. ORCHARD PARK NY 14127	CONTACT NAME: Jill Hayes PHONE (A/C, No, Ext): (716) 662-6166 FAX (A/C, No): (716) 662-1880 E-MAIL ADDRESS: jill@wolfagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Continental	
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C :	
INSURER D:	
INSURER E :	
INSURER F :	

INSURED
CHILDRENS OCCUPATIONAL THERAPY RESOURCES P C &
TWO O T'S INC DBA FOUNDATIONS DEVELOPMENTAL
READINESS CENTER
6445 WEST QUAKER ST
ORCHARD PARK NY 14127

COVERAGES **CERTIFICATE NUMBER:** 29359 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED. EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			CNY00072047754	02/28/14	02/28/15	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01WECTR2155	01/13/14	01/13/15	[X] WC STATU-TORY LIMITS [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE-EA EMPLOYEE	$ 100,000
							E.L. DISEASE-POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Erie and any County Board, Bureau, Commission or Agency are automatically additional insured's on the Hired and Non-Owned Automobile Liability coverage if required by written contract with the insured as described in Section II of the liability coverage Section 1 "Who is an Insured" as per form Form CA0001 03/06.

- DB120.1 Certificate of NY Statutory Disaibility coverage attached.

CERTIFICATE HOLDER

COUNTY OF ERIE
C/O DEPARTMENT OF LAW
95 FRANKLIN ST; ROOM 1634
BUFFALO NY 14202

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jill A Hayes, Customer Service

ACORD 25 (2010/05)

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) CHILDRENS OCCUPATIONAL THERAPY RESOURCES PC (@VARIOUS NY LOCATIONS) 6445 WEST QUAKER STREET ORCHARD PARK, NY 14127	1b. Business Telephone Number of Insured (716) 667 - 9377 1c. NYS Unemployment Insurance Employer Registration Number of Insured 4735949 1d. Federal Employer Identification Number of Insured or Social Security Number 743134104
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF ERIE C/O DEPARTMENT OF LAW 95 FRANKLIN ST; ROOM 1634 BUFFALO, NY 14202	3a. Name of Insurance Carrier NATIONAL BENEFIT LIFE INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a": 8-910-0201841 3c. Policy effective period: 06/10/2014 to 06/10/2016

4. Policy covers:

a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 06/10/2014 By Kathleen Reha
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-535-2711 Title Vice President

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (5-06)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK
DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Antonia C. Novello, M.D., M.P.H., Dr.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

December 8, 2004

Joanne Lasky
President
Children's Occupational Therapy
Resources P.C.
(DBA) Children's Therapy Resources
6445 West Quaker St.
Orchard Park, NY 14127

Dear Ms. Lasky:

The New York State Department of Health has received your agency's *Application for Approval of Agencies or Incorporated Groups of Individuals as Evaluators, Service Providers and Service Coordinators.* This is to inform you that your agency has been approved as a provider of the following services:

Supplemental Evaluation Services Only
Service Coordination Services
Service Provider including:
Home and Community-based Individual Collateral Visits

A copy of this approval letter is being forwarded to the early intervention official(s) in the municipality(ies) in which your agency is approved to provide early intervention services. This approval letter authorizes your agency to provide the above services. Referral of children for early intervention services and reimbursement for services is contingent on a contract with the municipality(ies) for which you are approved. You must contact the early intervention official to initiate this process.

If you wish to add or delete services, sites or qualified personnel to your agency, you must notify the Department in writing of the request to amend your application. Any correspondence submitted to the Department must contain your agency's tax identification number.
If you are adding or deleting qualified personnel, you must state if the individuals will be directly employed or on contract (agencies may only contract with state approved individuals and/or

2014 Budget Resolutions

RESOLVED, that the following are specifically made a part of the official budget and capital program for 2014:

1. RESOLVED, that County officials and employees shall be reimbursed for the use of privately owned automobiles in the performance of county business. The rate per mile for those employees covered by collective bargaining agreements shall be adjusted pursuant to provisions of these agreements and will be extended to all county employees upon notification of the Comptroller by the County Executive.

2. RESOLVED that the 2014 Budget is hereby amended to include appropriate legislative actions completed since September 1, 2013.

3. RESOLVED, that the County Executive is authorized to accept and administer all grants and awards made to the County by an outside agency including the state and federal governments; and be it further

RESOLVED, that the County Executive is hereby authorized to enter into contracts with grantor agencies for the purpose of receiving grants awarded or budgeted for fiscal year 2014; and be it further

RESOLVED, that approval is also authorized to apply any unused balance from one grant program to the same grant program of a subsequent year, with the approval of the grantor and the Director of Budget and Management; and be it further

RESOLVED, that except where otherwise prohibited by law or contract, in the event that the federal or state share or reimbursement for any grant is reduced, the County of Erie's share shall be reduced proportionately. Except where otherwise prohibited by law or contract, if any grant funding is not continued by the grantor, the County Executive is hereby authorized to adjust, reduce or terminate any item of appropriation in any such grant or project; and be it further

RESOLVED, that in the case of a grant expiring or grant funding reductions any and all positions authorized by that grant funding shall be deleted, and no further expenditures for personnel or any other appropriations shall be authorized; and be it further

RESOLVED, that the Director of Budget and Management is hereby authorized, subject to prior legislative approval, to adjust grant appropriations and revenues in accordance with the final grantor funding levels or grantor authorized changes to award amounts, provided there are no changes to authorized personnel levels and county share amounts.

4. WHEREAS, interdepartmental billings between county departments represent the cost that a department incurs for services provided to another department or grant and are used in part to maximize revenue in departments that are eligible for reimbursement; and

WHEREAS, interdepartmental billing accounts cannot be used to purchase goods or supplies and, therefore, cannot be utilized to increase expense.

RESOLVED, that the County Executive is hereby authorized to enter into contracts and amendments to those contracts, with the following organizations approved by New York State to provide Early Intervention and Preschool Education in whatever form of incorporation they maintain along with their subsidiaries, affiliates and practice groups to provide Public Health Services in order to assure continuation of vital services:

ARC of Orleans County (Rainbow Preschool)
Aspire (aka Cerebral Palsy Association of Western New York)
Aurora Audiology and Speech Associates
Baker Victory Services
Baker Victory Services dba Child Pro of WNY
Beyond Boundaries: Therapy for Kids
Blessed Beginnings Family Services
BOCES - Erie #1
Bornhava, Specialized Early Childhood Center of WNY
Buffalo Hearing and Speech Center
Buffalo Guidance Group
Cantalician Center for Learning
Cattaraugus-Allegany-Erie-Wyoming BOCES
CHC Learning Center
Child Pro (aka: Southshore Comprehensive Therapies)
Diversified Children's Services
Elizabeth Pierce Olmstead, M.D., Center for the Visually Impaired
Erie – Chautauqua – Cattaraugus BOCES # 2
Erie County Medical Center Corporation
Ganrormic (dba: Wee Can Preschool)
Gateway-Longview Therapeutic Preschool
Hearing and Speech Center of WNY
Hearing Evaluation Services of Buffalo
Heritage Education Program (ARC)
InterActive Therapy Group
Kaleida Health System
League for the Handicapped
Liberty Post
McAuley Seton Home Care Corporation
Niagara – Orleans BOCES
Orchard Park Early Intervention RN Services
People Inc.
Silver Creek Montessori (aka: Buffalo Hearing and Speech at Fredonia)
Speech, Language and Communication Associates
Southtowns Childrens SLP, PT & OT Associates
Stepping Stone Physical Therapy
Summit Educational Services
Tender Loving Care Health Care Services
Therapeutic LINK for Children
Two OT's Inc. (dba: Foundations Development Readiness Center Children's Occupational Therapy Resources)
United Cerebral Palsy Association of Western New York (Aspire)

and be it further