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DEPARTMENT OF HEALTH
PRESCHOOL CONTRACT
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AGREEMENT FOR THE PROVISION OF SPECIAL EDUCATION SERVICES AND PROGRAMS TO PRESCHOOL CHILDREN WITH DISABILITIES PURSUANT TO NEW YORK STATE EDUCATION LAW ARTICLE 89, SECTION 4410

THIS AGREEMENT, dated the 29th day of May 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 Gateway-Longview, hereinafter referred to as the Provider, having its office located at 10 Symphony Circle Buffalo NY 14201 is for the provision of special education services and programs for preschool children identified as having a disability pursuant to New York State Education Law, Article 89, Section 4410.

WHEREAS, Provider has been approved by the Commissioner of the New York State Department of Education to provide special education services and programs to preschool children identified as having a disability pursuant to New York State Education Law Article 89, Section 4410 and the New York Code of Rules and Regulations, and will provide a copy of such approval to Erie County to be included as ***Exhibit F*** of this contract; and

WHEREAS, the County is mandated pursuant to New York State Education Law Article 89, Section 4410, to provide payment to Provider at the approved tuition rate established by the Commissioner of the New York State Education Department for the provision of special education services and programs to preschool children as defined by

the New York State Education Law and Regulations of the Commissioner; 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, the "County Representative" shall mean the Commissioner of the Erie County Department of Health or his designee; and

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

WHEREAS, "Subcontractor" shall mean an agency or individual and its employees that are approved by NYSED that provides special education services and/or programs to preschool child(ren) identified by the Board as having a disability and that is not an employee of the Provider; and

WHEREAS, "Full Time Equivalent" hereinafter referred to as "FTE" shall mean an eligible child attending special education services and programs at:

- five (5) days per week at a minimum of five (5) hours per day is one (1) FTE;
- five (5) days per week at a minimum of two and one-half (2½) hours per day is point five (.5) FTE;
- four (4) days per week at a minimum of five (5) hours per day is point eight

(.8) FTE;

- four (4) days per week at a minimum of two and one-half (2½) hours per day is point four (.4) FTE;
- three (3) days per week at a minimum of five (5) hours per day is point six (.6) FTE;
- three (3) days per week at a minimum of two and one-half (2½) hours per day is point three (.3) FTE;
- two (2) days per week at a minimum of five (5) hours per day is a point four (.4) FTE
- two (2) days per week at a minimum of two and one-half (2½) hours per day is point two (.2) FTE.

WHEREAS, "Period of Enrollment" shall mean that period commencing on the first day a child is enrolled in and physically present at or legally absent from a special education program or service offered by a public school or by an approved private school or facility, or an approved educational program or service and terminating on the last such child is enrolled in and is physically present at, or absent from a such program or service (Title 8, Education Law, Section 175.6A2).

WHEREAS, "Legal Absence" shall mean, pursuant to Section 175.6 (a) (1) of the Regulations of the Commissioner, shall mean absent for: personal illness, illness or death in the family, impassable roads or weather, religious observance, quarantine, required court appearance, attendance at health clinics, approved college visits, military obligations, disciplinary detention of an incarcerated youth, or for such other reasons as may be approved by the Commissioner.

NOW, THEREFORE, in order to make special education services and programs available to preschool children identified by the Board as having a handicapping condition 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 special education services and programs to each eligible child(ren) accepted. Provider shall inform the parent(s) or guardian(s) of each eligible child that they have the option to transport their child(ren) to and from special education services and programs.

2. Provider shall be able to deliver special education services and programs to eligible children for a minimum total 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/or for a minimum of thirty (30) days between July 1st and August 31st.

3. Provider shall be able to deliver special education services and programs to eligible children pursuant to Section 200.20 (a) (9) of the Regulations of the Commissioner that require each preschool student with a disability to be provided with the extent and duration of services in the student's individualized education program. As such, the Provider agrees to make available to eligible students a full continuum of special education services and programs as defined under "Full Time Equivalent". Further be it defined that the continuum of services and programs available shall be fully developed to meet the goals as outlined on each child's Individualized Education Plan (IEP) in regard to duration. It is the responsibility of the provider to develop a special education program designed to meet each eligible child's individual needs within the extent and duration of services prescribed on the IEP. (For example, a child whose IEP requires a special education program 2 days per week at 2 and one-half hours per day shall be provided a program 2 days per week at 2 and one-half hours per day that is developed to meet the goals as

prescribed on the IEP; not provided with "partial" attendance in a program whereby attending 2 days per week can not meet his or her goals as prescribed on the IEP). Non-compliance with this provision will result in Erie County notifying the Regional Office of Special Education Quality Assurance.

4. Provider agrees to notify CPSE and County if qualified staff persons are unable to provide service as stated on the IEP for a particular time period. Furthermore, if Provider is unable to provide all services on the child's IEP, other than for a short term absence of the qualified staff person, then it is Provider's responsibility to make alternative arrangements, either by way of subcontracting with qualified personnel or qualified substitute staff. If alternative arrangements cannot be made, Provider must return recommendation(s) to CPSE to review for different program placement.

5. Provider shall identify to the County on ***Appendix 1***, attached hereto and made a part hereof, sites approved to conduct special education services and programs. If the Commissioner withdraws approval for the operation of special education services and programs at any approved site, such action shall constitute an immediate amendment to this Agreement removing that site from inclusion on the list of approved Providers. If the Commissioner grants approval for the operation of special education services and programs at any site not listed in Appendix 1, Provider shall identify such location to the County in writing on an amended Appendix 1 within fifteen (15) days of the Commissioner's approval of the site and such action shall constitute an immediate amendment to this Agreement. If Provider intends to cease operation of special education services and programs at any location listed in Appendix 1, Provider shall provide written notification to the CPSE, County and Commissioner no later than ninety (90) days prior to the intended effective date of such action. Upon approval of the Provider's plan by the Commissioner, such action shall constitute an immediate amendment to this Agreement,

resulting in the removal of special education services and programs at that location from the list of approved Providers.

6. Provider shall submit an FTE Monthly Report to the County stating the total number of FTE eligible child(ren) who received special education services and programs in the previous month as well as the actual number of child(ren) served. Provider shall submit the FTE Monthly Report to the County no later than the fifteenth (15th) day of the month following the month in which special education services and programs were provided. Format for the FTE Monthly Report to be used by Provider is attached hereto as ***Exhibit "A".***

7. Provider agrees to contact the commercial transportation company under contract with the County to arrange transportation services for an eligible child(ren) who is to begin special education services. Provider agrees to notify immediately the commercial transportation company under contract with the County when Provider is notified and/or determines that an eligible child is no longer enrolled in special education services and programs for any reason. Provider agrees to immediately notify the CPSE and the County in writing when Provider is notified and/or determines that an eligible child is no longer enrolled in special education services and programs for any reason.

8. **Provider shall notify the CPSE and the County in writing when an eligible child has been absent from special education services and programs for five (5) consecutive days or more unless Provider has written documentation from the eligible child's parent(s) or guardian(s) that the eligible child's absence is temporary.** If such documentation is obtained, the Provider shall include with the monthly invoice a cover letter verifying that documentation was obtained and the provider had knowledge that the absence was temporary. **If no such documentation is obtained, the**

Provider shall request in writing that the CPSE review the appropriateness of placement for special education services and programs for each eligible child who has been absent for five (5) consecutive days or more.

9. Provider agrees to complete the New York State Department of Health Medicaid Reassignment Form and Medicaid Disclosure Agreement Form, attached hereto as ***Exhibit "B"***, and to retain such form on file for nine (9) years pursuant to statute for possible audit by the County, or State or Federal government. Provider agrees to comply with all documentation requirements forwarded to the Provider by the County and/or the NYSED and/or other offices of New York State for Medicaid reimbursement claims.

10. 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. Provider shall notify the ECDOH, within (1) business day of Provider's becoming aware of any of the foregoing information, notice, actions or events during the term of this Agreement. The appearance of Provider 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 files and be available to the County upon request.

11. The Provider shall maintain in a central location the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:

(a) 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/or counseling and transportation, as applicable).

(b) Documentation that each service session was verified as delivered by the signature of the service provider.

(c) Copy of the child's Individualized Education Program (IEP).

(d) Copy of any signed consent form (***Exhibit B-1***) to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services.

(e) Copies of all Progress Reports for each service provided. (Such reports must be prepared periodically but no less than quarterly.)

12. A. 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, under the direction of a Speech-Language Pathologist. The CUDA Forms should be kept on file and available for inspection by Erie County or the Office of Medicaid Inspector General in the event of an audit.

12. B. 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.

12.C. 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.

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

12.E. Provider is aware that each SLP employed by Provider is required to obrtain 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.

12.F. 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".***

13. Provider shall submit to the County a proper Monthly Child Enrollment Listing indicating the actual total number of days of the eligible child's attendance or absence from special education services and programs and/or an equivalent form or computer disk as approved in advance by the County fifteen (15) days following the end of the month. The sample for the Monthly Child Enrollment Listing for Eligible Children Receiving Special Education Services and Programs is attached hereto as ***Exhibit "D"***. Provider is to comply with any reasonable changes in the County's billing procedure to be determined as the need arises. The County will provide written notification of any changes to Provider thirty (30) days in advance.

14. In the event of an official rate change is issued by the Commissioner, Provider shall submit to the County a voucher for any additional payment or any refund due for eligible children enrolled in special education services and programs. Such voucher or notice shall be submitted to the County no later than thirty (30) days after notification of a rate change. In the event Provider submits such notification to the County after the aforesaid thirty (30) days, the time frame within which the County is responsible to remit payment is extended by an amount equal to the delay in notification. Provider agrees to pay any refund owed the County as a result of a rate decrease within forty-five (45) days of official notification by the Commissioner. Such refund may be made by Provider pursuant to a reasonable repayment plan as approved by County. Any repayment plan will take into account and allow as an offset any payments from the County that are overdue.

15. A. Provider shall obtain and maintain at his own cost and expense, the following insurance coverage with an insurance company or companies licensed in the

State of New York and shall provide the County with a certificate of insurance as evidence of such coverage on the 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 (CSL) limit of liability for bodily injury and property damage of $ 500,000.00 per occurrence. The coverage shall include owned, hired and non-owned autos.

3. **Excess "Umbrella" Liability**

   With a minimum limit of $ 1,000,000.00

4. **Professional Liability**

   With a minimum limit of $ 1,000,000.00

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

   Providing statutory coverage in compliance with the Workers' Compensation Law of the State of New York.

6. **Disability Benefits**

   Providing statutory coverage in compliance with the New York State Disability Benefits Law

15. B. Provider agrees that all policies shall name the County as an additional insured. All policies in which the County is named as an additional insured and 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 contract shall state that prior to cancellation, non-renewal or material change of the policies of insurance referenced herein, at least forty-five (45) days advance written notice to the County at:

The Erie County Department of Health
Early Intervention Program and Preschool Services
95 Franklin Street, 828 Rath Building
Buffalo, New York 14202

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

16. 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.

17. Provider agrees to submit to the County a year-end financial report to the County on the actual total annual cost of providing special education services and programs to all eligible children within one hundred and twenty (120) days after the conclusion of 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 the NYSED for submission of the year-end financial report.

18. Provider agrees to submit updated information to the County Representative

for each eligible child upon request and to be reviewed by the CPSE, including standardized testing scores where appropriate, prior to annual review or upon the request of the 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 prior to the CPSE meeting. In the event that Provider requests a change in an eligible child's special education services and programs from the CPSE, Provider agrees to submit the identical information delivered to the CPSE as part of the request for a change in special education services and programs to the County Representative within five (5) business days prior to the CPSE meeting.

19. Provider shall be responsible for the ongoing training of its staff and any subcontractor it may engage to deliver special education services and programs. Provider agrees to require ALL employees and contracted staff attend ONE (1) training each school year as determined by the county. Provider will submit proof of attendance.

20. Provider shall prepare and maintain all financial, statistical and other records as required for reporting and accountability pursuant to New York State Education Law, Article 89, Section 4410. All documents and records shall be consistent with 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 nine (9) years after the school year in which the special education services and programs were delivered.

21. 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 State of New York.

22. Provider shall maintain the standards required by NYSED and the New York State Code of Rules and Regulations to preserve its status as an approved provider for the

delivery of special education services and programs. In the event Provider is no longer approved by the State of New York, this Agreement shall be terminated by the County upon written notice to the Provider whereupon Provider shall be entitled to no compensation for unpaid services from the date of notice of termination. Provider must reimburse County for any sum upon proper audit disallowance by either the County or the NYSED.

23. 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.* enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, but not otherwise, Provider does hereby assure County that Provider will appropriately safeguard protected health information made available to or obtained by Provider.

24. Provider shall not assign, transfer, convey or otherwise dispose of this contract or 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 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 in accordance with all local, 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, in particular, those relating to the confidentiality of client records and information as further detailed herein.

25. Provider agrees that no eligible child(ren)'s parent(s), guardian(s) or other person shall be required or requested to make any payment for special education services and programs or transportation in addition to payment for special education services and programs made to eligible children by the County.

26. Provider agrees that the 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

27. County shall reimburse Provider for the cost of each eligible child enrolled in special education services and programs on a monthly basis at the official rate established by the Commissioner within forty-five (45) days of the County's receipt of a valid Notification of Determination of Placement from the Board and receipt of an approved Monthly Child Enrollment Listing from Provider indicating the actual total number of days of the eligible child(ren)'s attendance or absence from special education services and programs. The Monthly Child Enrollment Listing Form must be approved in advance by the County. County will only reimburse Provider for enrollments or absences.

28. When Provider, consistent with an eligible child's IEP, delivers special education services and programs to an eligible child for less than one hundred eighty (180) days between September 1st and June 30th, or less than thirty days between July 1st and August 31st, County shall reimburse the Provider at the approved tuition rate as approved by the Commissioner and prorated pursuant to regulations established by the Commissioner. (See Regulations of the Commissioner of Education, Part 200 and 201, March 2000.)

29. Provider is aware that services are considered valid only if all supporting Medicaid documentation is completely and accurately submitted. If there is evidence that supporting Medicaid documentation does not meet Medicaid requirements AND corrections CAN be made, payments to Provider will be suspended until such corrections are submitted. 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

30. County reserves the right to change the form of or amend an ***Exhibits*** as may be necessary and the Provider agrees to comply with such reasonable changes.

31. 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 one-year renewals on the anniversary date of execution. Unless either party provides intent to terminate, renewal is assumed.

32. A. Either party may amend or modify any provision of this Agreement, its exhibits, 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 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 herein to the contrary, 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.

32. B. 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.

33. 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.

34. 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.

35. 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 the Provider at:

Gateway Longview
10 Symphony Circle
Buffalo NY 14201

36. This contract shall be governed by the laws of the State of New York.

37. 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.

38. 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.

39. 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

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IN WITNESS WHEREOF, 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 Gateway Longview

By: Carolyne DeFranco Date: 5/19/14
Name: Carolyne DeFranco
Title: President/CEO

2014 ERIE COUNTY DEPARTMENT OF HEALTH

Contract /Amendment #: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

INSERTED AFTER THIS PAGE

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

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

On the 29th day of May in the year 2014 before me, the undersigned, personally appeared Carolyne DeFranco, personally known to me, who being by me duly sworn, did depose and say that he/she is the CEO/President of Gateway-Longview, 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.

Patricia M. O'Connor
Notary Public

PATRICIA M. O'CONNOR
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires Nov 12, 2014

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

APPENDIX I

NYSED List of Approved Providers

(Please complete and include in each contract copy)

APPENDIX 1

LIST OF NYSED APPROVED SERVICE PROVIDERS

Approved Program/Agency	Location
Gateway Longview	
6:1:1 Center Based	5360 Genesee St Bowmansville 14026
6:1:1 Center Based	10 Symphony Circle Buf. 14201
6:1:1 Integrated	301 Charlotte Ave. Hamburg 14075

EXHIBIT A

Monthly Report Sample Form

ERIE COUNTY DEPARTMENT OF HEALTH
PRESCHOOL PROGRAM – **EXHIBIT "A"**

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:** _____

Date Due: Please Mail or Fax by the 15th of the following month. Fax#: (716) 858-6892

Submit to: Children with Special Needs Division, ECDOH, 95 Franklin Street/ Room 828, Buffalo, NY 14202 Attn: Cheryl Gould

EXHIBIT B

Medicaid Reassignment and Disclosure Form

(Please complete and include in each contract copy with an original signature)

EXHIBIT B

NEW YORK STATE DEPARTMENT OF HEALTH
MEDICAID REASSIGNMENT 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, Gateway Longview, hereinafter referred to as PROVIDER, agrees to the following:

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: Caroline Defrance

ADDRESS: 10 Symphony Circle

CITY: Buffalo **STATE** NY **ZIP** 14201

TELEPHONE #: 783-3100 **DATE SIGNED:** 5-29-14

EXHIBIT B

Parent Consent to bill Medicaid Sample Letter

CONSENT FORM

The intent of this form is to ask your permission (consent) to bill your child's Medicaid Insurance Program for special education and related services that are on or are added to your child's individualized education program (IEP) during the period in which he/she receives services under the auspices of the Preschool Program.

This consent allows Erie county to bill for covered health-related services and to release information to the Medicaid claiming unit for that purpose.

I, _____, as the parent/guardian of_____ DOB : _____,

(print your name) **(print child's name)** **(print child's birthdate)**

have received written notification from Erie County that explains my federal rights regarding the use of public benefits to pay for certain special education and related services.

I understand and agree that the County may access Medicaid to pay for such services provided to my child.

I understand that :

~ Providing consent will not impact my child's/ my Medicaid coverage

~ Upon request, I many 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 county must give me annual written notification of my rights regarding this consent.

I also give my consent for the County to release the following records/ information about my child to the Medicaid claiming unit for the purpose of billing for special education and related services that are in my child's IEP. The following records may be shared :

1) my child's name and date of birth

2) Scripts written for services in my child's IEP

3) my child's IEP (Individualized Education Plan)

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.

Parent/ Guardian Name and Signature:

_____ _____

(sign name) **(date)**

EXHIBIT B2

CWSN Preschool Medicaid Compliance Program

The Erie County Health Department, Children with Special Needs (CWSN) Division, has developed a Medicaid Compliance Program as required by Social Services Law 363-d. Our Early Intervention and Preschool Supportive Health Services Programs bill Medicaid in excess of $500,000 per year.

The purpose of the Medicaid Compliance Program is to adopt and implement policies and procedures that are designed to preserve the integrity and safeguard assets of the Medicaid program and to provide internal controls and procedures that promote adherence to statutes and regulations applicable to Federal Healthcare Programs and private insurance requirements.
These documents provide guidance to all employees and independent contractors regarding the operation of the Medicaid Compliance Program and the available mechanisms through which compliance issues can and should be reported.

This plan was established to fulfill this Division's legal responsibility to submit correct claims to Medicaid and other payers, to identify and prevent illegal conduct and to minimize losses from false claims, to prevent unwanted events from occurring, to help the Division learn about these events before they occur, and if the event occurs without the Division learning about it first, this plan will help mitigate or reduce negative effects by demonstrating that these events are exceptions.

Each employee and contractor of the Erie County Department of Health (ECDOH) CWSN Division is responsible for adhering to the standards and the policies of the Medicaid Compliance Program

Code of Conduct

Erie County has an established Code of Ethics. This Code of Ethics is enacted pursuant to Article 18 of the General Municipal Law. It is the purpose of this Code to encourage public trust and to establish minimum standards of ethical conduct for County officers, employees, and other appointed officials, to afford them clear guidance, and to ensure that County government is as free from improper influence as to assure public confidence (see enclosed Code of Ethics for Erie County). In keeping with its ethics code, the ECDOH CWSN Division has developed a Medicaid Compliance Plan to reaffirm the commitment of this Division to abide by high legal and ethical standards in connection with the delivery of health care services by division employees and contractors who provide our services. Reportable incidents based on the Medicaid Compliance Plan include:

- Any employee or contractor who acquires information that gives him or her reason to believe that another employee or contractor is engaged in or plans to engage in conduct prohibited by the Medicaid Compliance Plan;

- Any information indicating that any other person or entity associated with the ECDOH CWSN Division plans to violate the standards of conduct or the policies and procedures contained in the Medicaid Compliance Plan or any other policies and procedures;

- Anyone who is instructed, directed, or requested to engage in conduct prohibited by the Medicaid Compliance Plan;

- Any other issues about which employees or contractors believe involve questionable activity.

Employees or contracted providers aware of any incidents which fit the description above must immediately refer to the Medicaid Compliance Plan section on Reporting Requirements and take action.

Education and Training on Medicaid Compliance Plan

At implementation of the Medicaid Compliance Plan, all current employees will be given a copy of the plan to review, and will be required to sign a Medicaid Compliance Certification. A copy of the certification will be filed in the employee's personnel file.

Initial training for all new employees shall review, at a minimum, the Medicaid Compliance Plan and the applicable Federal and State regulatory requirements relating to the provision of Medicaid services by the ECDOH CWSN Division, during orientation. Thereafter, all staff will be provided ongoing training as needed, at least once per year. Each employee will then be required annually to execute a statement affirming that he/she agrees to abide by the standards of the conduct and policies and procedures contained in this Medicaid Compliance Plan.

All contractors that furnish direct patient care services for the CWSN Division must sign the Medicaid Compliance Certification statement annually, indicating the contractor:

Has reviewed the Medicaid Compliance Plan, which may include, record maintenance, quality assurance review and liability of providers for failure to support the county/district relative to special services and programs paid by or reimbursed through Medicaid.

Will require compliance with standards of conduct and policies and procedures by all persons who provide services to the CWSN Division on behalf of such contractor.

Contracted providers may be required to participate in training programs relating to the ECDOH CWSN Division Medicaid Compliance Plan, as part of regularly scheduled mandatory provider meetings.

The Medicaid Compliance Officer (MCO) will distribute in writing any modifications to, or amendments to, the Medicaid Compliance Plan to all employees and/or contractors.

The MCO also will provide employees and/or contractors with written explanations of substantial changes in the applicable laws pertaining to Medicaid.

If the MCO determines that written materials are not sufficient to familiarize employees with the amendments to the Medicaid Compliance Plan, or changes in the applicable law, then Interim training sessions will be conducted.

EXHIBIT B2

CWSN Preschool Medicaid Compliance Certification

(Please sign and include an original copy of the PROVIDER'S certification in each contract copy)

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: Caroline DeFranco

Name (print): Caroline DeFranco

Agency: Gateway Longview

Date: 5/29/14

EXHIBIT B2

Medicaid Compliance Certification-EMPLOYEE

Employee Medicaid Compliance Certification

I certify that I have reviewed the Erie County Department of Health - Children with Special Needs Division - Medicaid Compliance Plan and it has been explained to me. I promise to comply with the terms of the Erie County Department of Health - Children With Special Needs Division - Medicaid Compliance Program, and I understand that violation of these terms may lead to disciplinary action, up to and including the termination of my employment.

Signature: _____

Name (print): _____

Division: _____

Date: _____

EXHIBIT C

Written Notification Form

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 1

ATTESTATION OF HAVING PROVIDED WRITTEN NOTIFICATION

I Carolyne De Franco 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.

Carolyne DeFranco 5.29.14

Signature of Agency Representative Date

EXHIBIT C-2

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

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 _____

EXHIBIT "D"

Monthly Child Enrollment Listing for Eligible Children
Receiving Special Education Services and Programs
(Sample)

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 Tuition

Child's Name	DOB	Program Code	Start Date	Term Date	Service MM/YYYY	FTE	Days Attended	Amount	No. of Services
Anchor, Ryan	09/23/05	9100	09/08/10		01/2011	0.50	13	$4,000.00	3
Cohan, Lindsey	12/15/07	9115	09/08/10		01/2011	1.00	19	$2,000.00	3
Cuff, Hillary	01/01/07	9100	09/08/10		01/2011	1.00	19	$4,000.00	4
Gomez, Delina	07/11/07	9100	09/08/10		01/2011	1.00	19	$4,000.00	3
Kruptka, Jules	07/30/07	9165	09/08/10		01/2011	1.00	20	$1,596.12	3
Light, Caden	11/11/06	9165	12/07/10		01/2011	1.00	16	$1,596.12	3
Lowney, Robert	03/29/06	9160	09/08/10		01/2011	0.50	19	$3,196.20	2
Port, Colin	08/30/07	9100	09/08/10		01/2011	1.00	19	$4,000.00	2
Reef, Coral	04/09/07	9160	09/08/10		01/2011	1.00	16	$3,196.20	2
Rufus, Kaylee	09/24/06	9160	09/08/10		01/2011	1.00	19	$3,196.20	2
Sieber, Justin	02/13/05	9160	09/08/10		01/2011	0.50	18	$3,196.20	3
Smith, Darryl	05/10/05	9115	09/08/10		01/2011	1.00	15	$2,000.00	2
Swift, Saylor	06/18/06	9100	09/08/10		01/2011	1.00	18	$4,000.00	3
Wiggle, Cara	10/10/07	9100	09/08/10		01/2011	1.00	15	$4,000.00	3
						Total Amount Due		$43,977.04	

EXHIBIT E

Insurance Certificate

(Please include in each contract copy)

EXHIBIT E

CLASSIFICATION C: PROFESSIONAL SERVICES
COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification C:
Contracts Involving Professional Services

1. The provider of professional services shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.

   A. Comprehensive General Liability
      - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $500,000 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 of Erie)
      - Personal Injury Liability (Coverages A, B, & C)

   B. Automobile Liability
      - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $500,000 each occurrence. The coverage shall include Owned, Hired, and Non Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policies.)

   C. Excess "Umbrella" Liability
      - With a minimum limit of $1,000,000

   D. Workers' Compensation and Employer's Liability
      - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.

   E. Disability Benefits
      - providing statutory coverage in compliance with the New York Slate Disability Benefits Law.

   F. Professional Liability (Errors and Omissions or Malpractice)
      - with a minimum limit of $1,000,000

2. Comprehensive General Liability, Automobile Liability and Excess "Umbrella" Liability and Professional Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds.

3. All policies in which the County of Erie is named as an additional insured shall provide that:
   A.. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
   B. The insurance shall apply separately to each insured (except with respect to the limit of liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 69 Delaware Avenue, Buffalo, N.Y. 14202 and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

REV 8/23/13

GATEW-1 OP ID: JG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/23/13

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
Walsh Duffield
801 Main St.
Buffalo, NY 14203-1215
Michael K. Walsh
716-853-3820
716-847-1360

CONTACT NAME: June Gustafson, CPCU
PHONE (A/C, No, Ext): 716-362-7374 FAX (A/C, No): 716-847-1360
E-MAIL ADDRESS: jgustafson@walshins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins. Co	23850
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gateway-Longview, Inc,
10 Symphony Circle
Buffalo, NY 14201

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

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 CLAIMS-MADE X OCCUR X Prof Liab $1m/$3m GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		PHPK1041842	07/01/13	07/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		PHPK1041842	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		PHUMB426392	07/01/13	07/01/14	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Property			PHPK1041842	07/01/13	07/01/14	Building BPP	23,497,000 2,100,000

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

Certificate holder is additional insured as respects general liability, auto , professional liability, and excess/umbrella liability in regards to operations of named insured with respect to their funding contract.
Location Schedule Attached

CERTIFICATE HOLDER

C[illegible]U1

Erie County
95 Franklin Street
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

Edward F Walsh Jr

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The ACORD name and logo are registered marks of ACORD

6350 Main Street, Williamsville NY
5360 Genesee Street, Bowmansville NY
6330 Main Street, Williamsville NY
296 Monroe Street,Buffalo NY
Charlotte Avenue, Hamburg, NY
347 E. Ferry, Buffalo, NY
NW Community Ctr, 155 Lawn Ave
10 Symphony Circle, Buffalo NY

GATEW-1 OP ID: JG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/13

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
Walsh Duffield
801 Main St.
Buffalo, NY 14203-1215
Michael K. Walsh
716-853-3820
716-847-1360

CONTACT NAME: June Gustafson, CPCU
PHONE (A/C, No, Ext): 716-362-7374 FAX (A/C, No): 716-847-1360
E-MAIL ADDRESS: jgustafson@walshins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins. Co	23850
INSURER B : State Insurance Fund	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gateway-Longview
10 Symphony Circle
Buffalo, NY 14201

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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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 CLAIMS-MADE X OCCUR X Prof Liab $1m/$3m GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		PHPK1041842	07/01/13	07/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		PHPK1041842	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		PHUMB426392	07/01/13	07/01/14	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		B13871504	04/01/13	04/01/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Property	X		PHPK1041842	07/01/13	07/01/14	Building BPP	23,497,000 2,100,000

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

Certificate holder is additional insured as respects general liability, auto professional liability, and excess/umbrella liability in regards to operations of named insured with respect to their funding contract.

CERTIFICATE HOLDER

COUNBU1

County of Erie
c/o Department of Law
95 Franklin Street 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

Edward F Walsh Jr

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GATEW-1 OP ID: JG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/13

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
Walsh Duffield
801 Main St.
Buffalo, NY 14203-1215
Michael K. Walsh
716-853-3820
716-847-1360

CONTACT NAME: June Gustafson, CPCU
PHONE (A/C, No, Ext): 716-362-7374 FAX (A/C, No): 716-847-1360
E-MAIL ADDRESS: jgustafson@walshins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins. Co	23850
INSURER B : State Insurance Fund	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gateway-Longview
10 Symphony Circle
Buffalo, NY 14201

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 CLAIMS-MADE X OCCUR X Prof Liab $1m/$3m GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		PHPK1041842	07/01/13	07/01/14	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	20,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	3,000,000
							PRODUCTS - COMP/OP AGG	$	3,000,000
							Emp Ben.	$	1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		PHPK1041842	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		PHUMB426392	07/01/13	07/01/14	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		B13871504	04/01/13	04/01/14	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	100,000
							E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
A	Property			PHPK1041842	07/01/13	07/01/14	Building		23,497,000
							BPP		2,100,000

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

Certificate holder is additional insured as respects general liability, auto professional liability, and excess/umbrella liability in regards to operations of named insured with respect to their funding contract.

CERTIFICATE HOLDER

COUNBU5

County of Erie
Dept of Heath
Attn: Mary Martin
95 Franklin St.
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

Edward F Walsh Jr

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EXHIBIT F

NYSED APPROVAL
TO PROVIDE SERVICES
TO PRESCHOOL CHILDEN

(Please include in each contract copy)

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

OFFICE OF P-12 EDUCATION: Office of Special Education
ASSISTANT COMMISSIONER
Room 301M EB, 89 Washington Avenue • Albany, NY 12234
www.p12.nysed.gov/specialed/

Telephone (518) 402-3353
Fax: (518) 402-3534

May 12, 2014

Ms. Kristin Rivera
Director
Gateway Longview Lynde School
10 Symphony Circle
Buffalo, NY 14201

Dear Ms. Rivera:

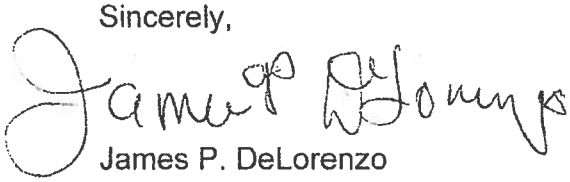
Your agency's request to amend your currently approved programs to serve preschool students with disabilities ages three and four under section 4410 of the Education Law has been reviewed by New York State Education Department staff. Based upon a review of the material submitted, I am approving an amendment to your current approval as shown in bold and bracketed on the enclosed chart.

As a result of this approval, it is expected that your agency will abide by all applicable laws and regulations and implement the program as approved. Your agency is eligible to receive public funding (approved tuition costs) for educating preschool students with disabilities placed in the approved program(s) pursuant to section 4410 of the Education Law and not other students who may be enrolled if this approval is for a special class in an integrated setting program. Information relating to approved tuition costs is sent under separate cover.

Please note that prior to implementing future changes in any aspect of the program design, the proposed program modification must be submitted on the Approved Special Education Preschool Modification Request application form, which can be found at http://www.p12.nysed.gov/specialed/applications/preschool-home.html, and approved by this Office in writing. I appreciate your efforts to serve preschool students with disabilities ages three and four in New York State and look forward to working with your agency relating to placement and services for preschool children with disabilities.

If you have any questions about the information contained in this letter, please contact your Special Education Quality Assurance Regional Associate, Tammy Answeeney, at 585-344-2002.

Sincerely,



James P. DeLorenzo

Enclosure

c: Monica Short
Kathleen Milliman
Tammy Answeeney
Nora Galto
Edgar Waaler
James DeMeo
Robert Wojtkiewicz
William Weaver
Jill McMahon
Erie County Section 4410 Designee
Jim Hart

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

OFFICE OF P-12 EDUCATION: Office of Special Education
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Telephone: (518) 402-3353
Fax: (518) 402-3534

5/12/2014

Name of Agency: GATEWAY LONGVIEW LYNDE SCHOOL
Agency Code and County Name: 140203997682, ERIE
Type of Programs: Special Class (9100),
Special Class in an Integrated Setting (9160),
Multidisciplinary Evaluation Program

Program Site Address	Program Code	Overall Students/ Teacher/ Para Ratio	Special Ed Students/ Teacher/ Para Ratio	Bilingual Language	Half Day	Full Day		School Year Code	
					# of Classes	# of Classes	# of Hours	2 Month	10 Month
GATEWAY LONGVIEW LYNDE SCHOOL ADMINISTRATION AND PROGRAM SITE 10 SYMPHONY CIRCLE BUFFALO, NY 14201 [716-783-3157 KRISTIN RIVERA, DIRECTOR] (Added one full-day 6:1+1 Special Class)	9100	6:1:1	6:1:1	None	0	4-[5]	5	A	I
GATEWAY LONGVIEW LYNDE SCHOOL CAO HEAD START 907 E FERRY STREET BUFFALO, NY 14211 [716-783-3157 KRISTIN RIVERA, DIRECTOR]	9160	15:2:2	6:1:1	None	0	2	5	A	I
GATEWAY LONGVIEW LYNDE SCHOOL 5360 GENESEE STREET BOWMANSVILLE, NY 14221 [716-783-3157 KRISTIN RIVERA, DIRECTOR]	9100	6:1:1	6:1:1	None	0	4	5	A	I

Program Site Address	Program Code	Overall Students/ Teacher/ Para Ratio	Special Ed Students/ Teacher/ Para Ratio	Bilingual Language	Half Day	Full Day		School Year Code	
					# of Classes	# of Classes	# of Hours	2 Month	10 Month
GATEWAY LONGVIEW LYNDE SCHOOL HAMBURG CENTRAL SCHOOL DISTRICT CHARLOTTE AVENUE ELEMENTARY 301 CHARLOTTE AVENUE HAMBURG, NY 14075 **[716-783-3157** **KRISTIN RIVERA, DIRECTOR]**	9160	16:1:3*	6:1:1	None	0	1	5	A	I
GATEWAY LONGVIEW LYNDE SCHOOL HOLY CROSS HEAD START CENTER 155 LAWN AVENUE BUFFALO, NY 14211 **[716-783-3157** **KRISTIN RIVERA, DIRECTOR]**	9160	15:2:2	6:1:1	None	0	1	5	A	I
Totals	9100 9160				0 0	~~8~~ **[9]** 4			

* Innovative waiver

Note: Half-day classes are approved to provide 2.5 hours per day of instructional time. Tuition rates are established on a base of five hours per day and prorated using a full-time equivalent calculation (FTE) consistent with Section 175.6 of the Commissioner's Regulations.

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