BOARD OF EDUCATION MEETING

August 5, 2013

BUSINESS ITEMS
### BUSINESS ITEMS
8/5/13 BOARD MEETING

<table>
<thead>
<tr>
<th>Budget Transfers (See attached)</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent Conference Attendance</td>
<td>New York State Council of Superintendents Fall Summit</td>
</tr>
</tbody>
</table>
| Contracts (See attached) | a. Accessible Learning Technology Alternatives  
b. Achieve Beyond  
c. Benetech, Inc.  
d. Brentwood Union Free School District  
e. Dr. Miguel Brzostovski  
f. Developmental Disabilities Institute  
g. Susan Gochman, MPH, OTR  
h. Helping Hands Consultation Services  
i. Hope For Youth, Inc.  
j. Island Better Hearing  
k. Islip Tutoring Services, Inc.  
m. Metro Therapy, Inc.  
n. Nassau Suffolk Services for Autism  
o. New York Therapy Placement Services, Inc.  
p. O'Connell, Selig & Associates, LLP  
q. School Food Service Management - Extension  
r. Lynn R. Soriano, MA CCC/SLP  
s. South Shore Center for Speech, Language, and Swallowing Disorders, LLP  
t. United Cerebral Palsy Association of Greater Suffolk, Inc.  
u. W Cole Consulting – Educational Data Management  
v. Dr. David Weissberg |
| Disposals (See attached) | Books |
| Donation | Mr. and Mrs. De Bruin and Ms. Ellen Maleszewski  
Donation of drafting table valued at $100.00 |
| Exposure Control Plan (See attached) |  |
| Hazard Communication Plan (See attached) |  |
| Overnight Field Trip | Huntington High School Marching Band – Orlando Florida (2/17/14-2/21/14) |
| Resolutions (See attached) | Law Clerk Services  
Town of Huntington – Youth Court Program |
<p>| Transfer from Employee Benefit Accrued Liability Reserve | Transfer of $183,121 to General Fund for retirement incentive for nine ATH members as per collective bargaining agreement |</p>
<table>
<thead>
<tr>
<th>Amount (From)</th>
<th>Budget Description</th>
<th>Account</th>
<th>Amount (To)</th>
<th>Budget Description</th>
<th>Account</th>
<th>Amount (To)</th>
<th>Description</th>
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<tr>
<td>($7,549.76)</td>
<td>(Non-Instructional Salaries)</td>
<td>1310-160-00-0580</td>
<td>$7,549.76</td>
<td>(Non-Instructional Salaries)</td>
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<td>To reconcile budget code - to account for a miscoded item</td>
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<td>($1,432.40)</td>
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<td>(Non-Instructional Salaries)</td>
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<td>To reconcile budget code - budget adjustment for instructional staff requires for public relations staff</td>
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<td>To reconcile budget code - additional staff required, with offsetting revenue</td>
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<td>($845.45)</td>
<td>(Teaching Supplies)</td>
<td>2110-450-15-0142</td>
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<td>(Teaching Supplies)</td>
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<td>To reconcile budget code - additional supplies needed for summer program</td>
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<td>(BOCES - Summer Program)</td>
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<td>To reconcile budget code - additional summer program enrollment</td>
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<td>($28,792.62)</td>
<td>(Instructional Salaries)</td>
<td>2110-120-00-0108</td>
<td>$28,792.62</td>
<td>(Instructional Salaries)</td>
<td>2610-150-02-0408</td>
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<td>To reconcile budget code - correct position coding per audit</td>
</tr>
<tr>
<td>($28,792.62)</td>
<td>(Instructional Salaries)</td>
<td>2110-120-00-0108</td>
<td>$28,792.62</td>
<td>(Instructional Salaries)</td>
<td>2610-150-06-0408</td>
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<td>To reconcile budget code - correct position coding per audit</td>
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<td>($8,000.00)</td>
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<td>(Non-Instructional Salaries)</td>
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<td>To reconcile budget code - additional work required due to technology installations</td>
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<td>($4,141.77)</td>
<td>(Instructional Salaries)</td>
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<td>To reconcile budget code - salary adjustment per budget</td>
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<td>(Non-Instructional Salaries)</td>
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<td>To reconcile budget code - salary adjustment and additional hours required for Guidance Office</td>
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<td>(Other Exp. &amp; Contract. Serv.)</td>
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<td>$15,000.00</td>
<td>(Health Services - Out of District)</td>
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<td>To reconcile budget code- additional out-of-district student health services expenses</td>
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<tr>
<td>($30,000.00)</td>
<td>(Other Exp. &amp; Contract. Serv.)</td>
<td>1680-402-00-0580</td>
<td>$30,000.00</td>
<td>(Health Services - Out of District)</td>
<td>2815-405-00-0744</td>
<td></td>
<td>To reconcile budget code- additional out-of-district student health services expenses</td>
</tr>
<tr>
<td>($15,000.00)</td>
<td>(Other Exp. &amp; Contract. Serv.)</td>
<td>2020-400-20-0540</td>
<td>$15,000.00</td>
<td>(Health Services - Out of District)</td>
<td>2815-405-00-0744</td>
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<td>To reconcile budget code- additional out-of-district student health services expenses</td>
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<tr>
<td>($14,367.32)</td>
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<td>2110-400-20-0540</td>
<td>$14,367.32</td>
<td>(Health Services - Out of District)</td>
<td>2815-405-00-0744</td>
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<td>To reconcile budget code- additional out-of-district student health services expenses</td>
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<td>($1,764.05)</td>
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<td>(Non-Instructional Salaries)</td>
<td>5510-169-00-0732</td>
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<td>To reconcile budget code - additional subs utilized in transportation office</td>
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<td>($30,000.00)</td>
<td>(Other Exp. &amp; Contract. Serv.)</td>
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<td>$30,000.00</td>
<td>(Other Exp. &amp; Contract. Serv.)</td>
<td>5540-402-00-0732</td>
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<td>To reconcile budget code - additional driver assistants and higher fuel costs</td>
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<td>(Other Exp. &amp; Contract. Serv.)</td>
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<td>To reconcile budget code - additional driver assistants and higher fuel costs</td>
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<td>(Other Exp. &amp; Contract. Serv.)</td>
<td>5540-402-00-0732</td>
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<td>To reconcile budget code - additional driver assistants and higher fuel costs</td>
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<td>($5,887.11)</td>
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<td>To reconcile budget code - additional routes for out-of-district students</td>
</tr>
<tr>
<td>($8,000.00)</td>
<td>(Other Exp. &amp; Contract. Serv.)</td>
<td>2110-402-02-0108</td>
<td>$8,000.00</td>
<td>(Other Exp. &amp; Contract. Serv.)</td>
<td>5540-402-00-0744</td>
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<td>To reconcile budget code - additional routes for out-of-district students</td>
</tr>
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<td>($7,538.24)</td>
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<td>(Other Employee Benefits)</td>
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<td>To reconcile budget code - additional 403b expenses due to enrollment</td>
</tr>
<tr>
<td>Description</td>
<td>Code</td>
<td>Amount</td>
<td>Code</td>
<td>Amount</td>
<td>Description</td>
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<tr>
<td>(Other Exp. &amp; Contract. Serv.)</td>
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<td>To reconcile budget code - additional legal expenses incurred due to Serv.</td>
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</tr>
<tr>
<td>(Other Exp. &amp; Contract. Serv.)</td>
<td>1620-402-15-0716</td>
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<tr>
<td>(Other Exp. &amp; Contract. Serv.)</td>
<td>2020-400-20-0540</td>
<td>$2,000.00</td>
<td>1420-402-00-0664</td>
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<td>To reconcile budget code - additional legal expenses incurred due to Serv.</td>
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<td></td>
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<tr>
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<td>To reconcile budget code - NYSIR premium cost and additional insurance for underground tanks</td>
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<td>(Instructional Salaries)</td>
<td>2110-152-00-0456</td>
<td>$13,713.51</td>
<td>2855-151-00-0440</td>
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<td>To reconcile budget code - additional coaching and supervision</td>
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$(7,000.00) (Other Exp. & Contract. Serv.)  $7,000.00 (Legal - Contracted Services)  $7,000.00
$(2,958.53) (Other Exp. & Contract. Serv.)  $2,958.53 (Legal - Contracted Services)  $2,958.53
$(3,000.00) (Other Exp. & Contract. Serv.)  $3,000.00 (Legal - Contracted Services)  $3,000.00
$(2,000.00) (Other Exp. & Contract. Serv.)  $2,000.00 (Legal - Contracted Services)  $2,000.00
$(5,000.00) (Other Exp. & Contract. Serv.)  $5,000.00 (Legal - Contracted Services)  $5,000.00
$(14,626.96) (Unemployment Insurance)  $14,626.96 (Unallocated Insurance)  $14,626.96
$(13,713.51) (Instructional Salaries)  $13,713.51 (Instructional Salaries)  $13,713.51

$(352,906.65) TOTAL  $352,906.65 TOTAL

Net Change to Budget  $0.00
HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

Accessible Learning Technology Alternatives

THIS AGREEMENT is entered into this ______ day of _______ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Accessible Learning Technology Alternatives (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York
State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students' records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student's age, race, color, creed, national origin, sex, or disability.

**REPRESENTATIONS:**

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

**COMPENSATION:**

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

**INSURANCE:**

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant's responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

**DEFAULT AND TERMINATION:**

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District:  Mr. James W. Polansky, Superintendent of Schools
       Huntington Union Free School District
       50 Tower Street
       Huntington Station, NY 11746

To Consultant: Accessible Learning Technology Alternatives
       PO Box 597
       Shirley, NY, 11967

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant's failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

**SUCCESSORS AND ASSIGNS:**

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereunder shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date

President, Board of Education
Huntington Union Free School District

Date

Lorianne Hoenninger

SCHEDULE A

Accessible Learning Technology Alternatives

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate See attached rate sheets (2 pages)

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Assistive Technology Evaluations, Augmentative Communication Evaluations, In-service/Consultation
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Lorianne Hoenninger, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed __________________________ Date __________________________

I, Lorianne Hoenninger, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed __________________________ Date __________________________

I, Lorianne Hoenninger, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed __________________________ Date __________________________
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Accessible Learning Technology Alternatives

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature: ____________________________

Accessible Learning Technology Alternatives
Ms. Lorianne Hoenninger
PO Box 597
Shirley, NY, 11967

Telephone: ____________________________

School Districts under contract with
(List additional ones on back of this form)

<table>
<thead>
<tr>
<th>Additional School Districts with which you Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>
STATEMENT OF REASSIGNMENT

Accessible Learning Technology Alternatives

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

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

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with

(List additional ones on back of this form)

Additional School Districts with Which you Contract:

<table>
<thead>
<tr>
<th>District 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>District 2</td>
</tr>
<tr>
<td>District 3</td>
</tr>
<tr>
<td>District 4</td>
</tr>
<tr>
<td>District 5</td>
</tr>
<tr>
<td>District 6</td>
</tr>
</tbody>
</table>
ACCESSIBLE LEARNING TECHNOLOGY ALTERNATIVES
Enhancing the education of individuals with special needs in diverse environments through technology systems

accessiblelearning@verizon.net
P.O. Box 597, Shirley, NY 11967 (631)399-5750

N District Contracted Services Rates and Fees Schedule 2013-14
In Effect for Services as Fully Performed thru/by June 30th 2014 Only
Schedule (C) Rates/Fees Expire 6/30/14-Subject To Change July 1st

Standard Base In-District Comprehensive AT & AAC Evaluations prices *start @ base flat fees. Additional charges may apply. Non-pro-rata rates/flat-fees for services as offered are as below.

- **In-District Comprehensive Assistive Technology Standard Base Evaluations *starting @ $925.00 (*sliding scale base-fee for up to a 3-hour/one session/one site visit/basic eval)
  *The majority of AT Evaluations are standard/base evals as conducted in-district within the student's customary environments, i.e., the classroom or the student's home and completed within three hours. Base In-District AT Evaluations are billed at the basic flat fee above, and include a detailed written report. Out-of-District placement evaluation rates vary according to locale.
  **Augmentative Communication Evals are more complex and can often require two or more visits. Extended Time/Complex AT Eval, Aug-Com, multiple visit/site, multiple issue/domain, follow-up/2 opinion, rush-requested, IEE's, and CSE's are subject to additional charges.
  ***Fixed Price Rate AT Eval individual quotes are available upon an emailed request.

- **Extended/Complex AT/Aug-Com/VisionTech Evals Service (*Base fee plus $175/hr rate)
  Under certain circumstances, generally resultant to the complexities of the student's disabilities or the number of assistive technology and/or academic domains needing assessment, additional pre/post eval preparation time or extended evaluative time beyond the basic 3-hour/one session/one site visit may be required in order to properly complete the evaluation. Any additional time needed will be billed per flat hour at the above rate.

- **In-District Post-ALTA Eval AT Student Services ($135/hourly flat-fee-rate/1-hr minimum)
  Post ALTA evaluation students and their individual classroom direct service team members needing assistance incorporating specific assistive technology solutions may require on-site individual student training and/or direct service classroom team member in-service as specifically mandated to facilitate technology integration. Assistive Technology devices often require set up and/or customization to meet individual student's specific needs. As appropriate, ALTA reports provide recommendations for anticipated post evaluation follow-up services as included in the report recommendations section. Recommended amounts of training/follow-up service are general estimates, as students and professionals vary widely in their rate of skill acquisition. Out-of-District, Aug-Com and non-post ALTA evaluation technology service rates are also available.

- AT Staff Support/Training_Professional Development ($175/hr/required 2-hour minimum/one site visit/hourly rate can vary, more or less, based upon group size/session length/content)
  ALTA provides a variety of Professional Development workshops and staff trainings designed to support and expand district capacity for Assistive Technology solutions. Workshops/trainings can be focused upon a team's integration of specific hardware and software applications across the classroom, or structured as larger group presentations to build general administrative and/or professional staff awareness and knowledge at building level or district-wide events such as Superintendent Conference Days.
ACCESSIBLE LEARNING TECHNOLOGY ALTERNATIVES

Enhancing the education of individuals with special needs in diverse environments through technology systems

- **In-District-Full-Day Assistive Tech Student Support ($775/875 flat-per-diem 6hr/7hr min)**

  Districts may choose to combine school-based individual student support/ALTA case-specific direct-service classroom IEP-team member in-service, meetings, service provision, technology setup/customization and continual student follow-up services/tech support all into regularly scheduled full-day consultations. In-District-Day Services are billed per-diem at above full flat fees for a choice of a required 6 or 7-hour in-district day. Pre-prepared handouts, research, prep and follow-up e-mail/phone communication with professionals, parents and students, as well as prep/set up and a district-day service data spreadsheet are all inclusive. Assistive Technology Informal Screening Assessments that include a summary report, *may, in some cases, and under certain conditions, be appropriately provided in lieu of a full Assistive Technology Evaluation. If a District receives regular consistently scheduled district-day consultations, and certain other conditions are met, full AT evaluation reports including follow up strategies and implementation guidance *may not be necessary for some students, as an AT consultant would be consistently present to support technology incorporation. Assistive Tech Informal Screening Assessment Reports or AT Informal Observation Reports are flat fee priced at $325 each.

- **In-District Annual Bundle Assistive Tech Consultation Program (Annual Bundle Program Price)**

  Districts may bundle team in-service, screenings, service provision, technology setup and professional development, providing for all in-district Assistive Technology needs for an entire school year. Discounted bundled Assistive Technology Evaluations/individual service mandates can be made available to districts contracting multiple annual bundled services via purchase orders.

- **Meetings/Pre-CSE/Team/CSE Participation ($135/hourly flat-fee-rate/one hour minimum)**

  When a district requests that an evaluator/provider participate in any meeting concerning students who have or will be evaluated/provided for with any ALTA service, meeting attendance time plus any excess travel time is billed per hour at the above full flat-fee-rate. Participation for meetings may be arranged with proper advanced notice, based upon provider availability. Brief phone participation generally incurs no charge. Extended phone participation will be billed as above based upon circumstances and certain variables including conference session length.

- **Out-of-District Travel/Excessive Travel Distance ($1.35/mile)**

  At times, providers are required to travel further than normal requisite distances in order to perform services. Depending upon the amount of extra excess travel distance, ALTA may charge for Extra Travel Mileage. Extra Travel Mileage charges will be discussed for written pre-approval before services at distances are initiated. Extra Travel is billed per actual excess mile only, and not for actual travel time or for any extra time spent in traffic/travel related delays.

- **Related Services ($70/30 min. session, $85/45 min. session, $110/60 min. session)**

  ALTA also offers a variety of related educational and therapeutic services, including Special Education, Speech, Occupational, Physical and Vision Therapy, specifically for those students requiring professionals that are skilled in the incorporation and use of technology within their practiced therapeutic domain. Independent Service Providers can be provided for students in out-of-district placements, for home-based ABA teams incorporating augmentative communication devices, and for medically fragile students educated at home or in nursing/rehab facilities. Certain related services that require professionals with additional specialized training and skills beyond normal state certification/licensure, such as Wilson Reading Teachers, are available at slightly higher hourly rates.
THIS AGREEMENT is entered into this _____ day of ___________ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Achieve Beyond (hereinafter “ Consultant”) 

TERM: 

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS: 

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and school district policies and procedures in force during the term.
of this AGREEMENT. All students’ records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: Achieve Beyond
538 Broadhollow Road, Suite 202
Melville, NY, 11747

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereinafter shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date

Emily Rogan
President, Board of Education
Huntington Union Free School District

Date

Desiree Metz

SCHEDULE A

Achieve Beyond

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate See attached rate sheet

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Kindergarten speech screenings, special education evaluations and related services as per the attached
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Desiree Metz, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ___________________________

I, Desiree Metz, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ___________________________

I, Desiree Metz, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed ___________________________ Date ___________________________
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Achieve Beyond

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature:

Achieve Beyond
Ms. Desiree Metz
538 Broadhollow Road, Suite 202
Melville, NY, 11747

Telephone:

School Districts under contract with
(List additional ones on back of this form)

Additional School Districts with which you Contract:
STATEMENT OF REASSIGNMENT

Achieve Beyond

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

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

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with

(List additional ones on back of this form)

Additional School Districts with Which you Contract:

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<th>Additional School Districts with Which you Contract:</th>
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2013-2014 RATES SCHEDULE-AMENDED

Name of Provider: Achieve Beyond
Contact Name and Title: Desiree Metz, MS. MSEd / Program Director
Address: 538 Broadhollow Road Suite 202, Melville NY 11747
Telephone: 631-385-7780 Fax: 631-385-7795
Website/E-mail: www.achievebeyondusa.com/ dmetz@achievebeyondusa.com

Type of Related Service

**Special Education Services-ABA/ Parent Training / Behavioral / Counseling**

- $95 per hour

**Teacher Assistant Services**

- $35 per hour

**Consulting Services**

- $125 per hour

**Vision Therapy/ Speech/Language Therapy**

- $60 per half hour

**Individual session**

**Group session**

- $45 per half hour per child

**Translation Services- minimum of 1 hour**

- $90 per hour

**Kindergarten Speech Screenings**

**Evaluations**

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<th>English or Spanish</th>
<th>Other Language</th>
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<td>$580</td>
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<tr>
<td>Speech</td>
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<td>$445</td>
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<tr>
<td>Social History</td>
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<th>Other Language</th>
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</thead>
<tbody>
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<td>$605</td>
</tr>
<tr>
<td>Speech</td>
<td>$395</td>
<td>$500</td>
</tr>
<tr>
<td>Educational</td>
<td>$370</td>
<td>$445</td>
</tr>
<tr>
<td>Social History</td>
<td>$225</td>
<td>$290</td>
</tr>
</tbody>
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Signature: [Signature]

Date: 6/3/2013
AGREEMENT
BETWEEN
HUNTINGTON UNION FREE SCHOOL DISTRICT
AND
BENETECH, INC.
FOR
SELF-INSURED WORKERS’ COMPENSATION
THIRD PARTY ADMINISTRATION SERVICES

AGREEMENT, made this ____ day of _____, 2013 between the Huntington Union Free School District, (hereinafter referred to as “Plan”) and Benetech, Inc. (hereinafter referred to as “Administrator”) with its principal place of business located at P.O. BOX 348, One Dodge Street, Wynantskill, NY 12198.

WITNESSETH:

WHEREAS, the Plan and Administrator wish to enter into an agreement for the provision of Self-Insured Workers’ Compensation Third Party Administrative Services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I – SERVICES TO BE PERFORMED

For consideration set forth below, Administrator shall perform the Self-Insured Workers’ Compensation Third Party Administration Services hereinafter set forth under Article III of this AGREEMENT.

ARTICLE II – DEFINITIONS

The following definitions shall apply to terms which appear in this Agreement.

2.1 “Record Only Claim” shall mean the creation and maintenance of a data file in those instances in which an accident (first or third party) involving only actual or alleged minor injury or property damage requiring minimal or no medical treatment or remedy had come to the Plan’s attention and, even though no injury or property damage had been formally reported, claimed or as anticipated, the Plan requests the maintenance of a record of the incident and associated data for informational tracking purpose (to determine frequency of incident, safety awareness, possible repeat occurrences, etc.).

2.2 “Medical Only Claim” shall mean any reported Workers’ Compensation accident or claim involving an injured worker who is, will, or may be entitled to medical benefits but has not
lost and does not appear likely to lose time from work or submit a claim for indemnity benefits.

2.3 “Indemnity Claims” shall mean:

(i) any reported Workers’ Compensation accident or claim with respect to which the injured worker would be entitled to medical benefits but in addition has lost or appears likely to lose time from work or submit or has submitted a claim for indemnity benefits, including any claim originally classified as a Medical Only Claim which becomes an Indemnity Claim if and when the injured worker becomes eligible for indemnity benefits;

(ii) any claim in litigation;

(iii) claims which would otherwise be classified as Medical Only Claims involving an injured worker who has returned to work on alternative or “light” duty due to restrictions from the work-related injury, but follow-up by a claim representative will be needed to facilitate a return to full duty; and

(iv) claims which merit investigation by a claim representative or private investigator due to a question regarding compensability.

2.4 “Qualified Claim or Loss” shall mean any claim, loss, monetary demand, occurrence or suit occurring within the Term of this Agreement, provided the type of claim or loss is one which is to be administered hereunder.

2.5 “Late Reported Claims” shall mean claims which are within the definitions of Claims and which are reported after the cancellation or expiration of this Agreement and any renewals hereof.

2.6 “Allocated Loss Adjustment Expenses” shall mean any cost or expense incurred by Administrator in connection with administration, investigation, adjustment, settlement or defense of claims on behalf of the Plan, including but not limited to any of the following:

a. subrogation;
b. automobile or other physical damage appraisal;
c. all court cost, fees and expenses;
d. fees for service of process;
e. fees and expenses to attorneys for legal services;
f. the cost of services of undercover operations and detectives;
g. fees to obtain medical cost containment services, including but not limited to bill review services;
h. the cost of employing experts for the purpose of preparing maps, photographs, diagrams, and chemical or physical analysis, or for experts’ advice or opinion;
i. the cost of obtaining copies of any public records, and the cost of depositions and court reporters or recorded statements;
j. And any other similar cost, fee or expense reasonable or chargeable for the investigation, negotiation, settlement or defense of a Qualified Claim or indemnification and/or salvage rights of the Plan.
2.6.1 Allocated Loss Adjustment Expenses shall not include any fee, cost or expense which this Agreement specifically provides. Such expenses shall be included in the services to be provided by Administrator hereunder at no additional or separate cost to the Plan.

ARTICLE III – SCOPE OF WORK

During the term of this AGREEMENT, Administrator shall provide the following services:

3.1 All customary and appropriate Workers' Compensation Claim handling functions for all Qualified Claims or Losses.

Such claim handling functions generally include but are not limited to the investigation of each Qualified Claim or Loss to the extent deemed necessary by Administrator, or as otherwise directed in writing by the Plan; adjusting, settling or litigating all Qualified Claims within the stated discretionary settlement authority limit or with specific approval of the Plan if outside the stated authority limit; investigation and pursuit of subrogation activities on behalf of the Plan; determination of appropriate claim reserve; and the performance of necessary and customary administrative and clerical work in connection with each Qualified Claim or Loss. In addition, the following services will apply to the type of claims listed:

3.1.1 Record Only Claims. With respect to Record-Only Claims, no services will be provided with the exception of recording and maintaining the relevant data, and no medical bills will be paid.

3.1.2 Medical Only Claims. With respect to Medical-Only Claims, services will be limited to the recording of the claim and associated data, contact with the Plan to verify Medical-Only claim status, and the payment of medical bills and expenses in accordance with the terms of this agreement.

3.1.3 Lost-Time Claims. With respect to Lost-Time Claims, a Claims Professional will provide whatever services may reasonably be required to make a determination regarding compensability, pay the appropriate level of indemnity benefits, and attempt to achieve a return to full active duty.

3.1.4 Late Reported Claims. In no event shall Administrator have any obligation or liability with respect to any Late Reported Claims resulting from the Plan's untimely handling of said claim. However, Administrator shall have full responsibility for any fines, penalties, or cost, including legal fees imposed by any regulatory body, agency, or third party or which occur in any manner as a result of errors, omissions, or non-compliance by the Administrator.

3.2 Administrator shall prepare and issue indemnity payments to the Plan's injured employees.

3.3 Administrator shall provide the Plan with an explanation of services, claim reporting information and forms, and location coding schemes.

3.4 Administrator shall complete all forms required to be used in the adjustment of Workers' Compensation Claims by the New York State Workers' Compensation Board (the "Board") and the New York State Workers' Compensation Act (the "Act") with the exception of the Employers First Report of Injury, which shall be prepared by the Plan.
3.5 Administrator shall be entitled to engage outside vendors when deemed necessary and by mutual consent with the Plan to handle or defend a claim.

3.6 Administrator shall communicate to the Plan in a manner mutually agreed to by the parties and make recommendations regarding proposals to resolve any Workers’ Compensation Claims.

3.7 Should Administrator determine that a particular claim meets any of the Plan’s excess insurance reporting requirements about which requirements it has been specifically informed by the Plan in writing, then Administrator shall notify the Plan’s excess insurance carrier accordingly.

3.8 The Plan shall promptly report all claims to Administrator.

3.9 At the Plan’s request, Administrator shall meet with the Plan on a quarterly basis to review open claims and other matters related to the Plan.

3.10 Administrator shall provide weekly or bi-weekly statements of funds drawn from all funding accounts. The funding will be in the manner presently in use by the Plan.

3.11 Administrator shall make necessary paid claims and reserve reports available to the Plan, provide monthly loss-runs by year, delineated by department/division/fund, type of injury, and cause of injury or such other delineations as may be reasonably requested by the Plan. In addition, Administrator will provide quarterly claim review reports.

**ARTICLE IV – FEES**

In consideration of the terms and obligations of this AGREEMENT, the Plan agrees to pay, and Administrator agrees to accept, as full compensation for all services rendered under this AGREEMENT the following annual amounts:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/13-6/30/14</td>
<td>$17,390</td>
</tr>
<tr>
<td>7/1/14-6/30/15</td>
<td>$17,912</td>
</tr>
<tr>
<td>7/1/15-6/30/16</td>
<td>$18,449</td>
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This fee will be billed to the Plan in increments of 1/12th monthly for the term of the agreement.

The following services arranged for by Administrator only as needed and on a claim-by-claim basis to aid in the reduction of claims expenses, are not included in the fees set forth above. Administrator specifically agrees that the fees for these services to the Plan shall be provided at their cost to the Plan and that Administrator shall not receive any income or benefit from these service fees.

A. Hearing Representation
B. Private investigation
C. Consultant Medical Exams
D. Vocational Rehabilitation
E. Managed Care Program
F. Medical Rehabilitation
Administrator shall notify the Plan for prior authorization of Private Investigation services and Vocational rehabilitation.

Before any payments can be made Administrator shall submit invoices, in a form and manner to be mutually agreed to by the parties, to the Plan Treasurer, or other appointee, for review and approval. Each invoice and Claim Form shall itemize and detail the services rendered and any necessary disbursements, if applicable. The approval of invoices and payment of fees shall not be unreasonably delayed or withheld.

ARTICLE V – TERM OF THE AGREEMENT

This AGREEMENT shall commence on 07-01-2013 and will continue in effect through 06-30-2016.

ARTICLE VI – REPRESENTATIONS

In order to induce the Plan to enter into this AGREEMENT, Administrator has made the following representations:

6.1 Administrator is familiar with the nature and extent of this AGREEMENT, the services contemplated by this AGREEMENT, the locality and all local conditions, and all federal, state and local laws, ordinance, rules, regulations, and orders of public authorities that in any manner affect cost, progress, or performance of the services contemplated by this AGREEMENT;

6.2 Administrator shall give notice and comply with all laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of the services contemplated by this AGREEMENT;

6.3 Administrator will meet with the Plan to formulate a specific return-to-work program for each Plan department;

6.4 Administrator will train Plan employees charged with processing Workers’ compensation claims;

6.5 Administrator shall provide the required notification to the Plan excess insurance and excess employer’s liability insurance carriers;

ARTICLE VII – AVAILABLE DATA

All technical or other data relative to the work in the possession of the Plan or in the possession of Administrator shall be made available to the other party to this AGREEMENT without expenses to the other party.

ARTICLE VIII – COOPERATION

Administrator shall cooperate with representatives, agents and employees of the Plan and the Plan shall cooperate with representatives, agents, and employees of Administrator to the end that work may proceed expeditiously and economically.
ARTICLE IX – EXTRA WORK

If Administrator is of the opinion that any work it has been directed to perform is beyond the scope of this AGREEMENT and constitutes EXTRA WORK, Administrator shall promptly notify the Plan of that fact and before engaging in any said EXTRA WORK. The Plan shall be the sole judge as to whether or not it constitutes Extra Work. In the event that the Plan determines that such work does constitute Extra Work, it shall provide extra compensation to Administrator on a negotiated basis.

ARTICLE X – RIGHT TO AUDIT

10.1 Whenever it is deemed appropriate, the Plan reserves the right to audit the claim records and other records of the selected carrier, as they pertain to the Workers’ Compensation Program. The Plan also reserves the right to assign outside auditors and to conduct on-site audits of Administrator’s records and files.

10.2 Administrator may not charge extra fees for providing data tape(s) or for space and equipment utilized by outside auditors. Upon completion of the audits, the Administrator’s representatives shall make themselves available to the Plan and its representatives in order to resolve any deficiencies and shortcomings of the Administrator services.

ARTICLE XI – ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by administrator. The records shall clearly identify the cost of the work performed under this AGREEMENT, and shall be subject to periodic and final audit by the Plan upon request. The records shall be accessible to the Plan for a period of two (2) years following the date of final payment by the Plan to Administrator for the performance of the services contemplated herein.

ARTICLE XII – ASSIGNMENTS

Administrator specifically agrees as required by Section 109 New York General Municipal Law that it is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of its right, title or interest therein without the previous consent in writing of the Plan.

ARTICLE XIII – MODIFICATION

This AGREEMENT may only be modified by a formal written amendment executed by both the Plan and Administrator.

ARTICLE XIV – MATERIALS

All rights, title and ownership in and to all materials, including open and closed claims files and historical data whether saved in paper or computerized format, prepared under the provisions of this AGREEMENT shall be in the Plan, including the right of republication. The Plan reserves the right to take custody of the claims files and/or make copies of any information deemed appropriate. The Plan reserves the right to monitor and audit claims files.
ARTICLE XV - RELATIONSHIP

Administrator is, and will function as, an independent contractor under this AGREEMENT for any purpose. The employees of Administrator shall not in any manner be, or be held out to be, agents or employees of the Plan.

ARTICLE XVI - INDEMNIFICATION

Administrator shall defend, indemnify and save harmless the Plan, its employee and agents, from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of Administrator, its employees, or its agents, to the extent of their responsibility for such claims, damage, losses and expenses.

ARTICLE XVII - INSURANCE

Administrator agrees to procure and maintain for the entire term of this AGREEMENT, without the additional expense to the Plan, insurance policies of the kinds and in the amounts that would normally be required as an administrator.

ARTICLE XVIII - TERMINATION OF CONTRACT

The Plan and Administrator shall have the right at any time to terminate the services required of Administrator upon ninety (90) days advance notice in writing to the other party.

In the event of a termination of this Agreement under this Article, Administrator shall be entitled to compensation for all work theretofore authorized and performed pursuant to this AGREEMENT in accordance with Article IV of this AGREEMENT. Additionally, in the event of the termination of this AGREEMENT under this Article, all historical data and records, including claim files, pertaining to this AGREEMENT shall be delivered within twenty (20) days to the Plan or its duly authorized representative. In case of failure to Administrator to make such delivery on demand, Administrator shall be liable to the Plan for any damages that the Plan may sustain by reason thereof.

ARTICLE XIX - DISSOLUTION

In the event of dissolution of Administrator as a partnership or corporation during the term of this AGREEMENT, Administrator shall give thirty (30) days advance notice in writing to the Plan of any such dissolution.

ARTICLE XX - LICENSES

Administrator shall at all times obtain and maintain all licenses required by the State of New York to perform the services required under this AGREEMENT.
ARTICLE XXI – NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of the Executive Law and all other State and Federal statutory and constitutional non-discrimination provisions, Administrator agrees that it shall not, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the work contemplated by this AGREEMENT.

ARTICLE XXII – NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable to the Plan for payment. In that event, the Plan will immediately notify Administrator of such occurrences and this AGREEMENT shall terminate, without penalty or expenses to the Plan of any kind whatsoever, on the last day of the fiscal period in which appropriations were received except as to those portions herein agreed for which funds shall have been appropriated and budgeted.

ARTICLE XXIII – INVALID PROVISIONS

If any term, part, provision, section, subdivision, or paragraph of this AGREEMENT shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE XXIV – NOTICE

All notices and documents required to be given or made by Administrator pursuant to this AGREEMENT shall be given or made to:

Huntington UFSD
C/O Assistant Superintendent for Finance and Management Services
50 Tower Street
Huntington Station, NY 11746

All notices and documents required to be given to the Administrator by the client pursuant to this AGREEMENT shall be given or made to:

Benetech, Inc.
C/O Tina Panichi
One Dodge Street
Wynantskill, NY 12198

ARTICLE XXV – APPLICABLE LAW

This AGREEMENT shall be construed for all purposes under the law of the State of New York.
ARTICLE XXVI GOVERNING LAW AND VENUE

This Agreement shall be governed and constructed in accordance with the laws of the State of New York without reference to conflict of laws and principles. No provision of this Agreement shall be applied or constructed in any manner inconsistent with applicable federal or state laws and regulations. Notwithstanding the provisions of this section, the parties hereby agree that all standards with respect to the license and conduct of Benetech, Inc. as a professional Worker’s Compensation Third Party Administrator will be strictly governed by the law of the State of New York. Any actions concerning this Agreement shall be brought in the Supreme Court of New York in Rensselaer County.

ARTICLE XXVII – ENTIRE AGREEMENT

This agreement sets forth all promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes all prior to contemporaneous agreements, oral or written, except as herein contained. This Agreement may not be modified other than by an agreement in writing signed by each of the parties hereto.

ARTICLE XXVIII – TITLES NOT TO AFFECT INTERPRETATION

Titles of paragraphs contained in this Agreement are inserted for the convenience of reference only. They neither form a part of this Agreement, nor are they used in construction of interpretation thereof.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THIS Agreement to be executed as follows:

Benetech, Inc.

By: __________________________

Date

Huntington Union Free School District

By: __________________________

Date
SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this ___ day of ________, 20__ by and between the Board of Education of the Huntington Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 50 Tower Street, Huntington Station, NY 11746, and the Board of Education of the Brentwood Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 52 Third Avenue, Brentwood, NY, 11717.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. **TERM:** The term of this Agreement shall be from July 1, 2013 through June 30, 2014 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES:**

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".

   a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. COMPENSATION:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule “A” pursuant to this Agreement and the IESP attached as Schedule “B” in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.

3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. TERMINATION.

This Agreement may be terminated by written notice of either party if (1) Schedule “A” has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

E. MISCELLANEOUS

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
To DISTRICT OF RESIDENCE:
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To DISTRICT OF LOCATION:
Brentwood Union Free School District
Felicia Administration Building
52 Third Avenue
Brentwood, NY 11717

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce every provision of this Agreement.

4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

6. This Agreement, along with the attached Schedules “A” and “B”, is the complete and exclusive statement of the Agreement between the parties, and supercedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

7. Except for Schedules “A” and “B”, this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.

9. Nothing in this Agreement is intended to bestow any benefits or rights to any
third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.

10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF RESIDENCE

By: 
President Board of Education 
Huntington School District 
Date__________________

DISTRIBUTION OF LOCATION

By: 
President Board of Education 
Brentwood School District 
Date__________________
CONFIDENTIAL SCHEDULE "A"

Student(s) to whom services shall be provided pursuant to this AGREEMENT:

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<tr>
<th>Name and Address of Student</th>
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HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

Dr. Miguel Brzostovski

THIS AGREEMENT is entered into this day of 2013 by the Board of Education of the Huntington Union Free School District (hereinafter "District"), and Dr. Miguel Brzostovski (hereinafter "Consultant")

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and school district policies and procedures in force during the term...
of this AGREEMENT. All students’ records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District:  Mr. James W. Polansky, Superintendent of Schools
             Huntington Union Free School District
             50 Tower Street
             Huntington Station, NY 11746

To Consultant: Dr. Miguel Brzostovski
               401 East 55th Street
               New York, NY, 10022

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereunder shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date

President, Board of Education
Huntington Union Free School District

Date

Michael Brzostovski

SCHEDULE A

Dr. Miguel Brzostovski

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate
$1,000 Psychiatric Evaluation and Report
$150 Per 30 minutes of staff consultation
$450 Cancellation fee if appointment is not cancelled 4 hours prior to appointment time

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Psychiatric Evaluations
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Michael Brzostovski, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ___________________________

I, Michael Brzostovski, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ___________________________

I, Michael Brzostovski, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed ___________________________ Date ___________________________
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Dr. Miguel Brzostovski

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature: ____________________________

Dr. Miguel Brzostovski

401 East 55th Street

New York, NY, 10022

Telephone: ____________________________

School Districts under contract with
(List additional ones on back of this form)

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STATEMENT OF REASSIGNMENT

Dr. Miguel Brzostovski

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

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

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with
(List additional ones on back of this form)

Additional School Districts with Which you Contract:
Developmental Disabilities Institute
99 Hollywood Drive
Smithtown, New York 11787

AGREEMENT FOR THE EDUCATION OF A CHILD WITH A HANDICAPPED CONDITION IN ACCORDANCE WITH THE NEW YORK STATE EDUCATIONAL LAW Section 4404 (2B)

This agreement made this 11th day of July, 2013 between Huntington UFSD, New York, hereinafter referred to as the “District” and having its principal offices located at 50 Tower Street, Huntington Station, New York 11746 and Developmental Disabilities Institute, Inc., hereinafter referred to as the “School” having its principal offices located at 99 Hollywood Drive, Smithtown, NY 11787.

WHEREAS: The District is authorized by the laws of the State of New York, to contract with approved non-public educational facilities within the State of New York when a public facility for the instruction of certain children is not available because of the unusual type of developmental disability or combination of developmental disabilities of these children and;

WHEREAS the School is a registered non-public school chartered by the Board of Regents of the University of the State of New York as a non-profit educational corporation authorized to establish, conduct, operate, and maintain an educational program for children with disabilities;

Now, therefore, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2013 through June 30, 2014 inclusive, unless terminated early as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES:

1. The School will provide adequate instruction for the students listed on the attached Schedule “A” hereby approved by the District to receive services from the School in accordance with the provisions relating to the eligibility of schools contained in Section 200 of the Regulations of the Commissioner of Education of the State of New York herein referred to as the “Commissioner,” which is hereby deemed a part of this agreement.

2. The District shall obtain whatever releases are necessary in order that it may render full and complete reports concerning the education and progress of the child or children covered by the terms of this Agreement. The School will render such reports to the District at any time covered by the terms of this Agreement.

3. The School will maintain its status as an approved school for the education of children with developmental disabilities. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case the School shall be entitled to no compensation for the portion of the year in which such approval ceased to be maintained.

4. The School shall be subject to visitation of the District and its designated representatives during regular school hours with adequate notice by the District.

5. The School hereby agrees to furnish to the District all necessary documentation to the District so it can ascertain/confirm the School’s eligibility under the provisions of the Regulations of the Commissioner of Education of The State of New York.
6. Part of the School’s function is to provide placement services of consultants who shall be free to exercise their own professional discretion as to the means and manner in which these services shall be made in accordance with currently approved methods and practices of their profession. The relationship of any consultant placed under this agreement shall be that of independent contractor, as shall be the relationship of the School to the District.

7. If subject to Project SAVE, the School understands and agrees it is responsible for complying with all applicable federal, state, and local laws and regulations, including the New York State Safe Schools Against Violence in Education (SAVE) legislation, including but not limited to, fingerprinting clearance of all consultants.

8. Each party will indemnify and hold the other harmless from all liabilities and damages, including attorney’s fees, arising from its own negligence under this agreement.

C. COMPENSATION:

1. The School shall be entitled to recover tuition from the District for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education, for the State of New York.

2. Payments shall be made in the following sequence for each developmentally disabled student served. Each month, the School shall submit to the District at its above mailing address, an invoice showing the name(s) of the student(s) enrolled from the district and the dates of attendance covered by the invoice.

3. Any adjustments in the tuition rates that are approved by the Commissioner of Education of the State of New York shall be applied to the next and subsequent invoices following receipt by the School of such determination from the Commissioner. The first adjusted invoice shall include documentation from the Commissioner of Education of the change in tuition rate. The adjusted rate shall be applied retroactively.

4. The District shall pay the School within thirty (30) days of receipt of each invoice.

5. The District shall give the School notice of any disputes within twenty (20) days of its receipt of the invoice.

D. TERMINATION:

1. Either the District or the School may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

2. The parties agree that either party’s failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.

3. In the event the District or the School terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties’ existing obligations to each other as of the effective date of termination.
IN WITNESS WHEREOF, the parties have executed this Agreement the days and year first above written.

DEVELOPMENTAL DISABILITIES INSTITUTE, INC.

[Signature]
Executive Director

John Lessard
Name

2/24/13
Date

[Signature]
School District

[Signature]
Name

[Signature]
Date
At the present time the 2012/2013 Interim Rate is being utilized. NYSED will be issuing new rate’s in the near future. At that time the adjusted rate will be applied to all subsequent invoices, as well be retroactive.
HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

Susan Gochman, MPH, OTR

THIS AGREEMENT is entered into this ______ day of _______ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Susan Gochman, MPH, OTR (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on September 4, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and school district policies and procedures in force during the term
of this AGREEMENT. All students' records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student's age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: Susan Gochman, MPH, OTR
30 Candlewood Path
Dix Hills, NY, 11746

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereinaunder shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

__________________________________________
Date

Emily Rogan
President, Board of Education
Huntington Union Free School District

__________________________________________
Date

Susan Gochman

SCHEDULE A

Susan Gochman, MPH, OTR

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: September 4, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:
Current Rate $90 per hour

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Occupational Therapy services for student #28074
I, Susan Gochman, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ____________

I, Susan Gochman, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ____________

I, Susan Gochman, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed ___________________________ Date ____________
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Susan Gochman, MPH, OTR

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature: _____________________________

Susan Gochman, MPH, OTR
30 Candlewood Path
Dix Hills, NY, 11746

Telephone: _____________________________

School Districts under contract with
(List additional ones on back of this form)

Additional School Districts with which you Contract:

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<tr>
<th>District Name</th>
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</tbody>
</table>
STATEMENT OF REASSIGNMENT
Susan Gochman, MPH, OTR

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

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

HUNTINGTON UNION FREE SCHOOL DISTRICT
School District under contract with
(List additional ones on back of this form)

<table>
<thead>
<tr>
<th>Additional School Districts with Which you Contract:</th>
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HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services

THIS AGREEMENT is entered into this 15th day of July 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York
State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students’ records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District:  Mr. James W. Polansky, Superintendent of Schools
             Huntington Union Free School District
             50 Tower Street
             Huntington Station, NY 11746

To Consultant:  Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services
                160 E. Main Street, Rear Bldg.
                Huntington, NY, 11743

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

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This AGREEMENT and the rights and obligations of the parties hereto hereinafter shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date

Emily Rogan
President, Board of Education
Huntington Union Free School District

7/17/13

Date

Kimberly Guillom
Executive Director
Helping Hands Children Services, Inc.

SCHEDULE A

Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013

Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate See attached rate sheets (2 pages)

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Special Education evaluations and related services as per the attached
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Kimberly Guillem, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, Kimberly Guillem, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, Kimberly Guillem, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed

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

Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature: 

Helping Hands Consultation Services, Inc.
DBA Helping Hands Children Services
Ms. Kimberly Griffin Ms. Vanetta La Rosa
160 E. Main Street, Rear Bldg.
Huntington, NY, 11743

Telephone: (631)-659-3337

School Districts under contract with
(List additional ones on back of this form)

<table>
<thead>
<tr>
<th>Additional School Districts with which you Contract:</th>
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<tr>
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<tr>
<td>Bethpage</td>
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<td>Uniondale</td>
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**STATEMENT OF REASSIGNMENT**

Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

<table>
<thead>
<tr>
<th>Date</th>
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<td>7/17/13</td>
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</table>

**HUNTINGTON UNION FREE SCHOOL DISTRICT**

School District under contract with

(List additional ones on back of this form)

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<tr>
<td>Lawrence</td>
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</tbody>
</table>
REQUEST FOR PROPOSAL
PROVIDER OF SPECIAL EDUCATION RELATED SERVICES
2013-2014 SCHOOL YEAR
PART II

Part II - Cost

The hourly rates listed below for 2013-2014 school year contain all pricing information relative to performing the Special Education Related Educational Services as described in this proposal. These hourly rates contain all direct and indirect costs including all out-of-pocket expenses. The proposal is an all-inclusive hourly amount for the range of services listed for the 2013-2014 school year. All rates are listed as hourly. We will perform services on an as-needed basis. If these rates were negotiated with the district to increase within the five year extension period, we would not ask for an increase to be more than the Consumer Price Index used by the New York State Education Department in setting contingent budget and/or tax levy limitations. *Our rates have remained stable since our inception. We do not increase every year.

<table>
<thead>
<tr>
<th>SCOPE OF SERVICES</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordination of hours</td>
<td>INCLUDED</td>
</tr>
<tr>
<td>Review data, Quarterly and Annual Reports</td>
<td></td>
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<tr>
<td>Submission of reports</td>
<td></td>
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<tr>
<td>Applied Behavior Analysis (Behavioral Services – Masters or equivalent level) school/home</td>
<td>$75 per hour in school</td>
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<tr>
<td></td>
<td>$75 per hour at home</td>
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<tr>
<td>Functional behavior assessments + behavior intervention plans (design, implementation, modeling, staff training, data analysis, detailed report).</td>
<td>FBA - $300</td>
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<tr>
<td></td>
<td>BIP - $400.00</td>
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<tr>
<td>Parent Training</td>
<td>$75 per hour</td>
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<tr>
<td>ABA trained crisis intervention paraprofessional/Certified Teaching Assistant</td>
<td>$40 per hour</td>
</tr>
<tr>
<td>1:1 aide</td>
<td>$30 per hour</td>
</tr>
<tr>
<td>(Board Certified Behavior Analyst) BCBA</td>
<td>$85 per hour</td>
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<tr>
<td>Intensive/Crisis Behavior Intervention Services</td>
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<tr>
<td>ABA Case supervision</td>
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<tr>
<td>PhD, BCBA-Doctoral</td>
<td>$95 per hour</td>
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<tr>
<td>Resource Room</td>
<td>$70 per hour (individual)</td>
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<td>$35 per hour (group 2-5)</td>
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<tr>
<td>Educational Evaluation</td>
<td>$400</td>
</tr>
<tr>
<td>Attend CSE /Team Meetings ( All related service disciplines)</td>
<td>$75 per hour</td>
</tr>
</tbody>
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*IE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW.*
REQUEST FOR PROPOSAL
PROVIDER OF SPECIAL EDUCATION RELATED SERVICES
2013-2014 SCHOOL YEAR
PART II

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
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<tbody>
<tr>
<td>Speech &amp; Language Therapy (SLP, CCC)</td>
<td>$50 per 30 min</td>
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<td>$40 per 30 min (group 2-5)</td>
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<td></td>
<td>$300 evaluation</td>
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<tr>
<td>Comprehensive Psychiatric Evaluation</td>
<td>$300 per hour</td>
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<tr>
<td>Psychological Evaluation (Including cognitive and Adaptive measures)</td>
<td>$750.00</td>
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<tr>
<td>Social History</td>
<td>$200.00</td>
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<tr>
<td>Autism related workshops/trainings</td>
<td>$100.00 (hourly)</td>
</tr>
<tr>
<td>Workshops on the principals of Applied Behavior Analysis and development of Behavior Intervention Plans</td>
<td>$100.00 (hourly)</td>
</tr>
</tbody>
</table>
Educational Services Agreement

1. Whereas, Hope For Youth is an Authorized Agency of the New York State Office of Children and Family Services, under contract to the Nassau and Suffolk County Departments of Social Services and/or Department of Probation to provide residential Diagnostic and Emergency Services; and

2. Whereas a student of the Huntington Union Free School District has been admitted to Hope For Youth under the authority of the Family Court Act (Articles 3, 7 or 10) for the purpose of short term residential placement, crisis intervention and/or clinical assessment; and

3. Whereas, Hope For Youth operates an on-grounds education program in accordance with Part 116 of the Regulations of Commissioner of Education;

4. Now, therefore this Agreement is hereby made between Hope For Youth and the Huntington Union Free School District for the delivery of on-grounds educational services, as specified below:

AGREED: The term of this Agreement shall be July 1, 2013 to June 30, 2014.

AGREED: In lieu of the district providing a teacher at the Hope For Youth residential facility on each instructional day, Hope For Youth will include students of the district in the existing on-grounds educational program, operated in accordance with Part 116 of the Regulations of the Commissioner of Education of the State of New York. Hope For Youth will accept the local district rate of $41.65 per hour, two hours per day (M-F) as reimbursement for services.
HOPE FOR YOUTH
EDUCATIONAL SERVICES AGREEMENT

AGREED: Hope For Youth shall be responsible for compliance with the requirements of all applicable federal, state and local laws and hereby certifies that all persons providing services under the terms of this Agreement shall have received appropriate fingerprinting clearance as required by law. Further it is understood that all persons providing services are employees of Hope For Youth and that at all times Hope For Youth is operating in accordance with licenses, operating certificates and contracts or agreements with authorized public entities and/or orders of the family court.

AGREED: Hope For Youth shall not assign, transfer or convey any of its respective rights or obligations under this agreement without the prior written consent of the Huntington School District.

AGREED: The district will provide Hope For Youth with current information regarding the school schedule of any child admitted to Hope For Youth, access to any specialized instructional materials used by the district in connection with current course work, and a copy of any current IEP, if applicable. In the event that the child is in placement during a period of time involving mandatory state testing, and there are no prevailing safety concerns, Hope For Youth and the district shall work cooperatively to facilitate a testing plan for said students. Should such testing occur at a school or other site in the child's home community, Hope For Youth will provide transportation and one staff person to supervise the child during testing.

AGREED: Hope for Youth will submit student progress reports to the district.

AGREED: The district shall tender payment for services upon receipt of a billing notice. Checks shall be made payable to and sent to:

Hope for Youth, Inc
201 Dixon Ave.
Amityville, NY, 11701

AGREED: The parties hereby agree to hold each other harmless in connection with any services provided under this agreement. It is understood that the district was not a party to the placement decision and is reimbursing services in order to meet its statutory obligation to the student. Hope For Youth shall not seek indemnification from the district, nor shall the district seek same from Hope For Youth. It is further understood that neither party will seek to be named as a covered party under the insurance of the other party. Hope For
Youth shall maintain insurance from a company or companies licensed to do business in the State of New York such insurance as will protect Hope For Youth from claims for which Hope For Youth may be legally liable. Hope For Youth will provide proof of such coverage upon request. Hope For Youth acknowledges that its failure to maintain such coverage as required by this agreement shall constitute a material breach of contract and subjects Hope For Youth to liability for any damages the school district sustains as a result of this breach.

AGREED: The foregoing shall constitute the agreement between Huntington Union Free School District and Hope for Youth, Inc., in its entirety. Any changes, additions or deletions hereto shall require the written agreement of both parties. This agreement may be terminated by either party with thirty (30) days written notice to the other party. Hope For Youth will not incur any additional expenses upon receipt of the district's notification that services have been terminated. Upon termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all services due to the school district will be completed by Hope For Youth within thirty (30) days of the termination date.

For Hope For Youth

[Signature]
David J. Hegarty, Ph.D., LMFT
Executive Director

For the Huntington Union Free School District

by

Name: 
Title: 
Signature: 
Date: 

Date: 7-22-13
HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

Island Better Hearing

THIS AGREEMENT is entered into this 9 day of July 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Island Better Hearing (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and school district policies and procedures in force during the term
of this AGREEMENT. All students' records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student's age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant's responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: Island Better Hearing
1-03 Schwab Road
Melville, NY, 11747

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant's failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereinaunder shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date

President, Board of Education
Huntington Union Free School District

Date

SCHEDULE A

Island Better Hearing

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate See attached rate sheet
$50 Cancellation fee if appointment is not cancelled 4 hours prior to appointment time

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Audiological services for students
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Lori Trentacoste, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, Lori Trentacoste, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, Lori Trentacoste, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed

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

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

Island Better Hearing

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature:

Island Better Hearing
Ms. Lori Trentacoste
1-03 Schwab Road
Melville, NY, 11747

Telephone: 631-271-1018

School Districts under contract with
(List additional ones on back of this form)

<table>
<thead>
<tr>
<th>Additional School Districts with which you Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deer Park</td>
</tr>
<tr>
<td>Half Hollow</td>
</tr>
<tr>
<td>S. Huntington</td>
</tr>
<tr>
<td>Commack</td>
</tr>
</tbody>
</table>
STATEMENT OF REASSIGNMENT

Island Better Hearing

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

(Date)

(Huntington Union Free School District)

School District under contract with
(List additional ones on back of this form)

<table>
<thead>
<tr>
<th>Additional School Districts with Which you Contract:</th>
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<tbody>
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</tr>
<tr>
<td>S. Hempstead</td>
</tr>
<tr>
<td>Commanche</td>
</tr>
<tr>
<td>Western Suffolk Boces</td>
</tr>
<tr>
<td>Cold Spring</td>
</tr>
</tbody>
</table>
Island Better Hearing

1. Audiological Evaluation $150.00
2. Tympanometry only $75.00
3. Central Auditory Processing Eval $600.00
4. Hearing Aid Evaluation $135.00
5. Hearing Aid Check $75.00
6. FM Evaluation $140.00
7. Consultative Services $150/hr (1 hr min)

To include CSE meetings, ordering and dispensing of personal FM systems. Each child is evaluated and the cost of each system is determined after evaluating appropriateness of each system. A price quote is submitted in order to obtain a purchase order. Consultative services also include advising school personnel on purchasing of appropriate FM systems and coupling to any personal hearing aids. This can be done by phone. Training of school personnel: ‘daily listening checks’ of FM systems and troubleshooting guidelines is also included. A site visit to school grounds will be scheduled with the appropriate personnel.

8. Ear mold fees for personal FM or swim molds will be billed at 75.00 a piece.

Please contact me if you have any questions.

Respectfully Submitted,

[Signature]
Dr. Lori Trentacoste, CCC/FAAA
Audiologist/Director

Island Better Hearing • 1-03 Schwab Road • Melville, New York 11747 • tel 631-271-1018  fax 631-271-1782
www.islandbetterhearing.com
HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

 Islip Tutoring Service, Inc.

THIS AGREEMENT is entered into this 10th day of JULY, 2013 by the Board of Education of the Huntington Union Free School District (hereinafter "District"), and Islip Tutoring Service, Inc. (hereinafter "Consultant")

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and school district policies and procedures in force during the term
of this AGREEMENT. All students’ records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: Islip Tutoring Service, Inc.
955 Main Street, Suite 3
Holbrook, NY, 11741

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereinafter shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

__________________________  ____________________________
Date                                      Emily Rogan                                   
                                          President, Board of Education             
                                          Huntington Union Free School District     
                                          
                                          Islip Tutoring Service, Inc.              
                                          
                                          
                                          ____________________________
                                      Date                                           
                                          
                                          Islip Tutoring Service, Inc.              
                                          
                                          SCHEDULE A
                                          Islip Tutoring Service, Inc.              
                                          
                                          Basis: Annual Service Agreement invoiced and paid on a pro-rata basis. 
                                          
                                          Commencement Date: July 1, 2013 
                                          Completion Date: June 30, 2014 
                                          
                                          If Time and Materials Basis Approved by Both Parties: 
                                          Current Rate See attached rate sheet 
                                          Fixed Price Services 
                                          
                                          Payment Schedule 
                                          The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified. 
                                          
                                          Description of Services to be Performed 
                                          Special Education evaluations and related services as per the attached
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Linda Monaco, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ____________

I, Linda Monaco, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ____________

I, Linda Monaco, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed ___________________________ Date ____________
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Islip Tutoring Service, Inc.

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature:  

Islip Tutoring Service, Inc.
955 Main Street, Suite 3
Holbrook, NY, 11741

Telephone: 631-467-3634

School Districts under contract with
(List additional ones on back of this form)

<table>
<thead>
<tr>
<th>Additional School Districts with which you Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sayville</td>
</tr>
<tr>
<td>Bayport</td>
</tr>
<tr>
<td>PatchMed</td>
</tr>
<tr>
<td>5th St.</td>
</tr>
</tbody>
</table>
STATEMENT OF REASSIGNMENT

Islip Tutoring Service, Inc.

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

(Date) [ Signatures ]

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with

(List additional ones on back of this form)

Additional School Districts with Which you Contract:
“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW”

**Fee Schedule**

Individual Rates: **This is a Partial List**

NCLB-SES Instruction: [To Be Determined]

ABA Instruction: $90.00 per 1 hour session - $55.00 per 30-minute session

Reading Specialist Instruction - $80.00 per 1 hour session - $50.00 per 30-minute session

SAT Instruction - $80.00 per 1 hour session - $50.00 per 30-minute session

Counseling: $125.00 per 45-minute session - $85.00 per 30-minute session [Social Worker]

Speech Therapy: $125.00 per 1 hour session - $94.00 per 45-min. session - $70.00 per 30-min. session

Speech Evaluation: $150.00 per 1 hour Evaluation as needed

Parent Training: $80.00 per 1 hour session - $50.00 per 30-minute session

Behavioral Training: $80.00 per 1 hour session - $50.00 per 30-minute session

Full Psycho/Educational Battery upon request

HUNTINGTON UFSD

TITLE: 

DATE: 

ISLIP TUTORING SERVICE, INC.

TITLE: 

DATE: 

4/2/13

Director
HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

Marion K. Salomon & Associates, Inc.

THIS AGREEMENT is entered into this _____ day of ________ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Marion K. Salomon & Associates, Inc. (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Safe and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York
State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students’ records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

**REPRESENTATIONS:**

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

**COMPENSATION:**

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

**INSURANCE:**

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

**DEFAULT AND TERMINATION:**

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District:  
Mr. James W. Polansky, Superintendent of Schools  
Huntington Union Free School District  
50 Tower Street  
Huntington Station, NY 11746

To Consultant:  
Marion K. Salomon & Associates, Inc.  
125 East Bethpage Road, Suite 5  
Plainview, NY, 11803

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

**SUCCESSORS AND ASSIGNS:**

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereunder shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date: __________________________  Emily Rogan
President, Board of Education
Huntington Union Free School District

Date: 9/17/13
AnnMarie Vigliotti

SCHEDULE A

Marion K. Salomon & Associates, Inc.

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate: See attached rate sheets (2 pages)
Fixed Price Services: _____________________

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Special Education evaluations and related services as per the attached
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, AnnMarie Vigliotti, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed  
7/17/13  

I, AnnMarie Vigliotti, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed  
Date

I, AnnMarie Vigliotti, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed  
Date
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Marion K. Salomon & Associates, Inc.

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature: 

[Signature]

Marion K. Salomon & Associates, Inc.
Ms. AnnMarie Vigliotti
125 East Bethpage Road, Suite 5
Plainview, NY, 11803

Telephone: 516-731-5588

School Districts under contract with
(List additional ones on back of this form)

<table>
<thead>
<tr>
<th>Additional School Districts with which you Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Please see attached list</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Current Clients

Amityville UFSD 501 Route 110, Amityville NY 11701, P. Paternoutto 631-598-6514
Bay Shore UFSD 75 West Perkal Street, Bay Shore NY 11706, Russell Endes 631-968-1233
Bellmore UFSD 580 Winthrop Ave, Bellmore NY 11710, Donna Plotkin 516-679-2941
Bethpage UFSD 10 Cherry Avenue, Bethpage NY 11714, Ida Tobin-Russo 516-644-4020
Central Islip UFSD 50 Wheeler Road, Central Islip NY 11722, Sheldon Steinfield 631-348-5015
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Commack UFSD P.O. Box 150, Commack NY 11725, Amy Ryan 631-912-2036
Connetquot UFSD 750 Ocean Avenue, Bohemia NY 11716, Louis Malerba 631-563-9833
Copiague UFSD 2650 Great Neck Road, Copiague NY 11726, Lydia Warner 631-842-4015
East Islip UFSD Craig K Gariepy Avenue, East Islip NY 11752, Nancy Grossman 631-224-2083
Farmingdale UFSD 50 Van Cott Ave, Farmingdale NY 11735, Donald Cassidy 516-752-6515
Franklin Square UFSD 760 Washington Street, Franklin Square NY 11010, Maura Gallagher 516-481-4100
Glen Cove UFSD 154 Dosoris Lane, Glen Cove NY 11542, Mary Murphy 516-759-7226
Harborfields UFSD 2 Oldfield Road, Greenlawn NY 11740, Victoria Melone 631-754-5416
Island Park UFSD 150 Trafalgar Blvd, Island Park NY 11558, Laurie Scimeca 516-431-8169
Island Trees UFSD 45 Wantagh Avenue South, Levittown NY 11756, Sandra Siemienksi 516-520-2175
Jericho UFSD 99 Cedar Swamp Road, Jericho NY 11753, John M. Castronova 516-203-3600
Lawrence UFSD No. 4 School 87 Wanser Avenue, Inwood NY 11096, Stephanie Addona 516-295-7175
Levittown UFSD 150 Abbey Lane, Levittown NY 11756, Susan Farber 516-520-8300
Long Beach UFSD 601 Lindell Blvd, Long Beach NY 11561, Diana DeVivio 516-897-2200
Manhasset UFSD 200 Memorial Place, Manhasset NY 11030, Jodi Shapiro 516-267-7671
Merrick UFSD 21 Babylon Road, Merrick NY 11566, Eric Arlin 516-992-7293
North Babylon UFSD 5 Jardine Place, North Babylon NY 11703, Dan Rose 631-321-3203
North Shore UFSD 280 Carpenter Avenue, Sea Cliff NY 11579, Marcy Laredo 516-705-0407
Northport-East Northport UFSD 158 Laurel Avenue, Northport NY 11768, Christina Pulaski 631-262-6622
Oyster Bay-East Norwich UFSD 150 East Main Street, Oyster Bay NY 11771, Debra Kienke 516-861-3200
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Roslyn UFSD P.O. Box 9006, Roslyn Heights NY 11577, Dr. Stuart Grossman 516-625-7298
Seaford UFSD 1600 Washington Ave, Seaford NY 11783, Jane Daukins 516-592-4369
South Hampton UFSD 141 Narrow Lane, Southampton NY 11968, Denise Merchant 631-591-4582
South Huntington UFSD 60 Weston St, South Huntington NY 11746, Dr. Krivoshey 631-452-5300
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West Babylon UFSD 200 Old Farmingdale Road, West Babylon NY 11704, Mary Jean Sewell 631-321-3107
Western Suffolk Boces 507 Deer Park Road, Dix Hills, NY 11746
STATEMENT OF REASSIGNMENT

Marion K. Salomon & Associates, Inc.

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

7/17/13
(Date)

(Outside Contract Service Provider's Signature)

HUNTINGTON UNION FREE SCHOOL DISTRICT
School District under contract with
(List additional ones on back of this form)

Additional School Districts with Which you Contract:

* Please see attached list
Current Clients

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Western Suffolk Boces 507 Deer Park Road, Dix Hills, NY 11746
## Marion K. Salomon & Associates, Inc. 2013/2014 Rate Schedule

### Service

#### Special Education

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Rate for 60 min session</th>
<th>Rate for 30 min session</th>
<th>Rate for 40-45 min session or 1 classroom period</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABA, Direct Instruction, SEIT (school aged)</td>
<td>NYS Certified Teachers</td>
<td>$95.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Behavior Intervention Svs, Tutoring</td>
<td></td>
<td>$95.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vision</td>
<td></td>
<td>$95.00</td>
<td>$57.00</td>
<td>$71.00</td>
</tr>
<tr>
<td>Reading Specialist</td>
<td></td>
<td>$120.00</td>
<td>$62.00</td>
<td>$93.00</td>
</tr>
<tr>
<td>Resource Room Ind</td>
<td></td>
<td>$95.00</td>
<td>$57.00</td>
<td>$71.00</td>
</tr>
<tr>
<td>Resource Room Grp</td>
<td>max 5:1</td>
<td>$430.00</td>
<td>$215.00</td>
<td>$295.00</td>
</tr>
</tbody>
</table>

#### Other Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate for 60 min session</th>
<th>Rate for 30 min session</th>
<th>Rate for 40-45 min session or 1 classroom period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parent Training by BCBA</td>
<td>$120.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parent Training by Spec. Educator, Psychologist, Social Worker</td>
<td>$95.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Counseling, Licensed Social Worker</td>
<td>$95.00</td>
<td>$57.00</td>
<td>$71.00</td>
</tr>
<tr>
<td>Social Skills Group</td>
<td>$380.00</td>
<td>$215.00</td>
<td>$295.00</td>
</tr>
<tr>
<td>Exam Proctoring</td>
<td>$65.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASL Translator</td>
<td>$65.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Related Services: Speech

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate for 60 min session</th>
<th>Rate for 30 min session</th>
<th>Rate for 40-45 min session or 1 classroom period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td></td>
<td>$57.00</td>
<td>$85.00</td>
</tr>
<tr>
<td>Group; Max 4 students</td>
<td></td>
<td>$171.00</td>
<td>$255.00</td>
</tr>
<tr>
<td>Push into classroom</td>
<td></td>
<td>$76.00</td>
<td>$114.00</td>
</tr>
<tr>
<td>Auditory based therapy (MKSA Clinic)</td>
<td></td>
<td>$120.00</td>
<td>$62.00</td>
</tr>
<tr>
<td>PROMPT Speech Therapy</td>
<td></td>
<td>$120.00</td>
<td>$62.00</td>
</tr>
<tr>
<td>PROMPT trained Speech/ Language Pathologist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABA School Consult</td>
<td>$95.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABA School Consult BCBA or Psychologist</td>
<td>$120.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Behavior Consultation</td>
<td>$95.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Behavior Consultation-Psychologist or BCBA</td>
<td>$120.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Supervision</td>
<td>$95.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Supervision Psychologist or BCBA</td>
<td>$120.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Para professional: 1:1 aide; paraprofessional</td>
<td></td>
<td>$52.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>Teacher Assistant</td>
<td></td>
<td>$71.00</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

**OVER**
Speech, Special Ed: $240.00
Audiological: $285.00
Psychological: $285.00
Psychological by PhD: $355.00
Social History: $95.00
Classroom Observation: $95.00
Classroom Observation BCBA or PhD: $130.00

/Speech Screening: per student rate $150.00

(Audiological Screening /Tymanometry: per student rate $48.00
Central Auditory Processing Evaluation: $855.00
Attendance at CSE meetings: per meeting $60.00

Functional Behavior Analysis: $285.00
Functional Behavior Analysis-BCBA: $355.00

Workshops and Staff Trainings: $120.00 an hour

Our professional staff develops workshops based on the needs of the individual school district or organization. Following is a partial list of the workshops we offer:

- Including the Student with Autism Spectrum Disorders
- Profile of the AD/HD Learner
- Functional Behavior Assessment
- Developing Effective Behavior Plans
- ABA Training: Principles of Applied Behavior Analysis
- How to Identify and Address:
  - Word Find Problems, Auditory Comprehension, Motor Speech Difficulties and or/ Dysphasia
  - Speech and Language Delays: How They Impact a Student's Writing
  - Activities of Daily Living (ADL) Skills: The Forgotten Curriculum
  - Differential Diagnosis: Neurobiological Disorders
  - How to Teach Social Skills in the Primary/Secondary Setting
THIS AGREEMENT is entered into this ______ day of ______ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Metro Therapy, Inc. (hereinafter “Consultant”).

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and school district policies and procedures in force during the term.
of this AGREEMENT. All students' records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student's age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

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Huntington Station, NY 11746

To Consultant: Metro Therapy, Inc.
P.O. Box 6005
Hauppauge, NY, 11788-9005

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Date

Emily Rogan  
President, Board of Education  
Huntington Union Free School District

7/12/2013

Conrad Kupferman

SCHEDULE A

Metro Therapy, Inc.

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013

Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate See attached (3 pages)

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Related Services and Special Education Evaluations as per the attached
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Conrad Kupferman, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed: [Signature]

Date: 7/12/2013

I, Conrad Kupferman, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed: [Signature]

Date: [ blanks ]

I, Conrad Kupferman, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed: [Signature]

Date: [ blanks ]
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Metro Therapy, Inc.

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature: [Signature]

Metro Therapy, Inc.
Mr. Conrad Kupferman.
P.O. Box 6005
Hauppauge, NY, 11788-9005

Telephone: [631-366-3876]

School Districts under contract with
(List additional ones on back of this form)

<table>
<thead>
<tr>
<th>Additional School Districts with which you Contract:</th>
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</table>
STATEMENT OF REASSIGNMENT

Metro Therapy, Inc.

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

7-18-2013
(Date)

(Outside Contract Service Provider's Signature)

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with
(List additional ones on back of this form)

Additional School Districts with Which you Contract:

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<th>District 1</th>
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<td>District 2</td>
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<td>District 3</td>
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<td>District 4</td>
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</tbody>
</table>
PROPOSED RATES FOR Huntington UFSD
(July 1, 2013-June 30, 2014)

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

**Individual Session**
- Speech, Social Work: $40.00 ½ hour
  (Includes push-ins, pull-outs, consultation and observations)
- Vision Services: $50.00 ½ hour
- Teacher of the Deaf Services: $50.00 ½ hour

**Group Session (up to 5 students)**
- Speech, Social Work: $61.00 ½ hour
  (Includes push-in and pull-out sessions)

**Screenings**
- $45.00 per screening

**Evaluations**
- Speech: $250.00 each
- Psychological: $450.00 each
- Social History: $100.00 each
- Psychological/Ed: $750.00 each
- Education by Psychologist: $350.00 each
- Education by Spec Educator: $250.00 each
- Bilingual Speech: $350.00 each
- Bilingual Psychological: $550.00 each
- Bilingual Psychological/Ed/Social History: $850.00 each
- Bilingual Psychological/Social History: $600.00 each
- Bilingual Education by Psychologist: $450.00 each
- Bilingual Education by Spec Educator: $350.00 each
- Assistive Technology: $1600.00 each
- Vision and Hearing: $300.00 each
- Orientation and Mobility: $1200.00 each

**Behavior Intervention**
- Consults: $125.00 hour in school for school staff
  $110.00 hour individual in home
- FBA/BIP: $125.00 per hour
- Autism/PDD Training: $175.00 per hour

**Translations**
- Reports: $35.00 per page
- Interpreting: $50.00 per half hour
- Proctoring: $50.00 per half hour

**CSE Meetings**
- $40.00 per half hour
Schedule A – Page 2 of 2

Special Rate Schedule

- All services except Resource Room provided in the home, private or parochial schools will be billed at the rate of $50.00 per half hour session per child.

- Resource Room will be billed at the rate of $45.00 per 30 minute individual session per child and $35.00 per 30 minute session per child if in a group of two, and $30.00 per child per 30 minute session for a group of 3-5.

- Teacher’s Assistant - $40.00 per hour

Staff Development - $1,100.00 per day, $600.00 ½ day

Scheduling Consultation – A ¼ per session fee ($20.00) will be charged per student, during the first two weeks of the school year until scheduling is completed. Scheduling is meeting the child, meeting the teachers and all staff, and preparing the schedule.

Reports – All progress reports, annual review testing and goals will be inputted into the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of $40.00 per half hour per therapist per month up to a maximum of 2 hours per month will be added.

NYSAA BOCES Trainings- $750.00 per day, $400.00 per ½ day

Administrative Staffing Options – available upon request; contact us for additional information.

FOR CONTRACTS WITH RENEWAL CLAUSES (EXTENSIONS) – WE RESERVE THE RIGHT TO INCREASE RATES UPON THE RENEWAL BY 2% OR THE COST OF LIVING ALLOWANCE, WHICHEVER IS LOWER ON THE DATE OF THE RENEWAL.
SCHEDULE A – Addendum
PROPOSED RATES FOR Huntington UFSD
(July 1, 2013–June 30, 2014)

Bilingual Speech Screenings

$160.00 per screening

Agreed upon per signatures and dates below:

Karen Lazerw – Metro Therapy, Inc.

Date

Huntington School District

Date
THIS AGREEMENT is entered into this ______ day of ______ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Nassau Suffolk Services for Autism (hereinafter “Consultant”)

TERM:
This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:
In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York
State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students' records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: Nassau Suffolk Services for Autism
80 Hauppauge Rd.
Commack, NY, 11725

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereinafter shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

__________________________
Date

Emily Rogan
President, Board of Education
Huntington Union Free School District

__________________________
Date

Bonnie Eisert

SCHEDULE A

Nassau Suffolk Services for Autism

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate See attached rate sheet

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Parent training, behavior consultations, special education evaluations and related services as per the attached
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Bonnie Eisert, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

______________________________  ______________________________
Signed                                                                 Date

I, Bonnie Eisert, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

______________________________  ______________________________
Signed                                                                 Date

I, Bonnie Eisert, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

______________________________  ______________________________
Signed                                                                 Date
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Nassau Suffolk Services for Autism

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature:

Nassau Suffolk Services for Autism
Ms. Bonnie Eisert
80 Hauppauge Rd.
Commack, NY, 11725

Telephone:

School Districts under contract with
(List additional ones on back of this form)

Additional School Districts with which you Contract:
STATEMENT OF REASSIGNMENT

Nassau Suffolk Services for Autism

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

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

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with
(List additional ones on back of this form)

Additional School Districts with Which you Contract:
Huntington Union Free School District  
Student Support Services  
50 Tower Street  
Huntington Station, NY 11746

Annual Fee Schedule: 2013-2014

Name of Provider: Nassau Suffolk Services for Autism

Contact Name and Title: Bonnie Eisert, Coordinator of Consultation Svcs.

Address: 80 Hauppauge Road, Commack, NY 11725

Telephone #: 631-462-0386  
Fax #: 631-462-4201

Website/E-Mail: www.nssa.net/beisert@nssa.net

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District (or attach rate sheet):

Type of Related Service: Behavior Consultation School  
Rate Information: $135.00/hour

Type of Related Service: Staff Training  
Rate Information: $135.00/hour

Type of Related Service: Consultant Teacher Direct  
Rate Information: $75.00/hour

Type of Related Service: 1:1 ABA Therapy- Home  
Rate Information: $75.00/hour

Type of Related Service: Parent Training  
Rate Information: $135.00/hour

Type of Related Service: Instructional Technology Evaluation  
Rate Information: $1,500.00

Type of Related Service: Augmentative/Alternative Communication Evaluation  
Rate Information: $1,500.00

Type of Related Service: Augmentative/Alternative Communication Evaluation with Instructional Technology Evaluation  
Rate Information: $2,500.00

Type of Related Service: Instructional Technology or AAC Consultation (minimum 2 hour visit)  
Rate Information: $200.00/hour

Commencement Date for Services: 07/01/2013
Completion Date for Services: 06/30/2014
THIS AGREEMENT is entered into this _____ day of _________ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter "District"), and New York Therapy Placement Services, Inc. (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York
State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students’ records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

**REPRESENTATIONS:**

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

**COMPENSATION:**

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

**INSURANCE:**

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

**DEFAULT AND TERMINATION:**

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: New York Therapy Placement Services, Inc.
5225 Nesconset Hwy., Suite 30
Port Jefferson Station, NY, 11776

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

**SUCCESSORS AND ASSIGNS:**

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereinafter shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date

President, Board of Education
Huntington Union Free School District

Date

Barbara Johnston

SCHEDULE A

New York Therapy Placement Services, Inc.

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate See attached rate sheets (2 pages)

Fixed Price Services

Should an individual student be absent or unable to attend a session, the School District shall be responsible for payment of the fee associated with the services, however, such fee shall not exceed the cost of (1) session of services.

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Special Education Evaluations and Services as per the attached
I, Barbara Johnston, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________  
Date 7-9-13

I, Barbara Johnston, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________  
Date ___________________________

I, Barbara Johnston, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed ___________________________  
Date ___________________________
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

New York Therapy Placement Services, Inc.

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

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

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

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

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

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

(Outside Contract) Provider's Authorized Signature: [Signature]

New York Therapy Placement Services, Inc.
Ms. Barbara Johnston
5225 Nesconset Hwy., Suite 30
Port Jefferson Station, NY, 11776

Telephone: _____________________

School Districts under contract with
(List additional ones on back of this form)

Additional School Districts with which you Contract:

____________________________

____________________________

____________________________

____________________________
STATEMENT OF REASSIGNMENT

New York Therapy Placement Services, Inc.

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

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

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with

(List additional ones on back of this form)

Additional School Districts with Which you Contract:
ATTACHED FEE SCHEDULE FOR 2013-2014

The Agency will bill Huntington Union Free School District the following rate for professional services rendered by providers placed by the Agency:

### Elementary:

<table>
<thead>
<tr>
<th>Service</th>
<th>30 Minute Individual</th>
<th>30 Minute Group (2 to 5 Students)*</th>
<th>Out of District 30 Min. Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speech Therapy</td>
<td>$42.00 per session</td>
<td>$70.00 per session</td>
<td>$50 Ind/$30 Grp Per Child</td>
</tr>
<tr>
<td>Resource Room (Special Education Teacher)</td>
<td>$42.00 per session</td>
<td>$70.00 per session</td>
<td>$50 Ind/$30 Grp Per Child</td>
</tr>
</tbody>
</table>

Sessions in excess of 30 minutes will be prorated based on the 30 minute rate.

* An interim group rate based on the individual rate will be used for those students lacking an appropriate group placement.

### Consultations:

- Speech: $45.00 per ½ hour
- Sensory: $100.00 per hour

### Behavioral Services

- Teachers Assistant ABA homebased/extended day: $38.00 per hour
- Special Educator ABA homebased: $90.00 per hour
- Behavioral Consultation (BCBA)/Supervision: $150.00 per hour
- Consult/Supervision by Teacher: $100.00 per hour
- Parent Training: $45.00 per 30 minute session

### Evaluations:

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Monolingual</th>
<th>Bilingual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Screenings</td>
<td>$42.00</td>
<td>$84.00</td>
</tr>
<tr>
<td>Speech Evaluation/Re-Evaluation</td>
<td>$160.00</td>
<td>$235.00</td>
</tr>
<tr>
<td>Social History Evaluation</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Classroom Observation</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>Educational Evaluation</td>
<td>$175.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>ADOS</td>
<td>$400.00</td>
<td>$550.00</td>
</tr>
<tr>
<td>Psychological Evaluation</td>
<td>$550.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Psychological/Educational Evaluation</td>
<td>$750.00</td>
<td>$850.00</td>
</tr>
<tr>
<td>Neuro-Psychological Evaluation</td>
<td>$1,750.00</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Assistive Technology Evaluation</td>
<td>$950.00</td>
<td></td>
</tr>
</tbody>
</table>
Attendance at CSE Meetings
Prorated at the individual rate.

Specialized Programs:

**Kindergarten Handskills Program – 12 week program**

Week 1-6  $90.00 per 45 minute push-in to entire class
Week 6-12  $67.00 per 30 minute group session

**Grades 1-4 Handwriting Programs** (Print & Script) $65.00 per 30 minute group session

**Training/Professional Development**

$450.00 for two (2) hours

RESPONSIBILITY FOR PAYMENT OF SERVICES:

**The School District shall not incur any charges should the SERVICE PROVIDER fail to attend a session for any reason whatsoever. SCHOOL DISTRICT agrees that it is left to the discretion of the SERVICE PROVIDER to bill for treatment sessions cancelled, if SERVICE PROVIDER has not been notified by the parent or school of the need to cancel the session at least 24 hours in advance of the scheduled service. Should SERVICE PROVIDER choose to charge for the cancelled session, SERVICE PROVIDER agrees to use the canceled session’s time to do required paperwork or other student-related work for the SCHOOL DISTRICT. SCHOOL DISTRICT shall not be responsible for payment of the fee if it provides notice of cancelled session to the SERVICE PROVIDER by at least 24 hours in advance of scheduled service.**
HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

O'Connell, Selig & Associates, LLP

THIS AGREEMENT is entered into this 10th day of July 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and O'Connell, Selig & Associates, LLP (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York
State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students' records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student's age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant's responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: O'Connell, Selig & Associates, LLP
709 W. Jericho Turnpike
Huntington, NY 11743

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant's failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereunder shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date

Emily Rogan
President, Board of Education
Huntington Union Free School District

Date

Bonnie O'Connell
O'Connell, Selig & Associates, LLP

SCHEDULE A

Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate See attached rate sheet

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Related services for student #28074
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Bonnie O'Connell, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, Bonnie O'Connell, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, Bonnie O'Connell, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed

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

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

O'Connell, Selig & Associates, LLP

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

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

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

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

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

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

(Outside Contract) Provider's Authorized Signature: [Signature]

O'Connell, Selig & Associates, LLP
Ms. Bonnie O'Connell
709 W. Jericho Turnpike
Huntington, NY, 11743

Telephone: 631-549-1280 ext 228

School Districts under contract with
(List additional ones on back of this form)

Additional School Districts with which you Contract:

- Huntington
- Half Hollow Hills
- Cold Spring Harbor
- Syosset
- Jericho
- Plainview
- Old Bethpage
STATEMENT OF REASSIGNMENT

O'Connell, Selig & Associates, LLP

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

7/16/13
(Date)

Bonnie O'Connell
(Outside Contract Service Provider's Signature)

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with
(List additional ones on back of this form)

Additional School Districts with Which you Contract:

HUNTINGTON UNION FREE SCHOOL DISTRICT

RELATED STUDENT SERVICES
RATE SCHEDULE JULY 1, 2013-JUNE 30, 2014

Name of Provider: O’Connell, Selig & Associates, L.L.P., 11-2735772
Contact Name and Title: Bonnie O’Connell, PT Partner
Address: 709 W Jericho Turnpike, NY 11743
Telephone #: 631-549-1280 ext. 225  FAX#: 631-549-1005
Website: oconnellandselig.com Email address: homecare@oconnellandselig.com

Type(s) of Related Student Service and Rate information for each type of Related Services to be included in the agreement with the District:

**Physical, Occupational, Speech Therapy, Nutrition Services, Parent Training**

- Evaluations - (include standardized testing & written report) $200
- Consultations - (include observation & discussion with school staff) $150
- Direct individual treatment and push in services $45 per ½ hour
- Home based services $100 per hour
- Group treatment ½ hour (up to 3 students) $32 per student

**Psychological**

- Evaluations - (include standardized testing & written report) $200
- Consultations - (include observation & discussion with school staff) $150
- Services at an hourly rate $125

**Social Work**

- Services at an hourly rate $75

**Special Education Services**

To Include:
- Tutoring
- Home Instruction
- Resource Room

Services at an hourly rate $100

Bonnie O’Connell, Partner  [Signature]  (6/20/13) Date

O’Connell, Selig & Associates, L.L.P.
Huntington UFSD
Related Student Services
School Food Authority (SFA) Required Checklist
2013-2014 Extension of Food Service Contract

This Checklist and Extension must be completed and signed by an authorized SFA Representative

<table>
<thead>
<tr>
<th>Contract Type:</th>
<th>☑ II ☐ III ☐ IV</th>
<th>Extension Year:</th>
<th>☑ 2 ☐ 3 ☐ 4 ☐ 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>SFA: Huntington School District</td>
<td>LEA CODE: 580403030000</td>
<td>Telephone #: 631-673-2111</td>
<td></td>
</tr>
<tr>
<td>SFA Business Official: Sam Gery</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Use this required checklist to ensure that all documents you submit are complete (no blanks). If an incomplete document is received and or completed in pencil, it will be returned to the SFA and the SFA may be placed on reimbursement hold. Return this completed checklist with the extension.

SECTION 1 (ORIGINAL CONTRACT INFORMATION)

☑ Original agreement date; SFA name; county; FSMC name
☑ Commencing and ending dates (month/day/year; must agree with original contract)
☑ Original Bid Price (total, administrative, direct) per meal or Annual Per Meal Price
☑ Guaranteed Return

SECTION 2 (2013-2014 EXTENSION INFORMATION)

☑ Commencing and ending dates (month/day; must agree with original contract)
☑ Appropriate month's Consumer Price Index (CPI-U) applied to previous bid year's price
☑ Current Bid Price (total, administrative, direct) per meal (Check your Math)
☑ Annual Per meal price
☑ Guaranteed Return
☑ Summer Food Service Program
☑ Food Based Menu Plan
☑ Date agreement signed
☑ Signature of BOE President/Executive Director and FSMC Authorized Signatory; Sign in Blue Ink
☑ Debarment Option Form ☐ A or ☑ B *
☑ Completed Lobbying Certificate
☑ Completed Disclosure of Lobbying Activities Form (if required)

Send one original and two copies of COMPLETE extension of contract to NYSED (NO faxes will be accepted.) It is strongly suggested this be returned by certified mail - return receipt requested.

Print Name: Sam Gery | Title: Assistant Superintendent | Telephone Number: 631-673-2111
Signature: | | MUST BE SIGNED IN BLUE INK ONLY

SED APPROVED BY:

<table>
<thead>
<tr>
<th>SED Official</th>
<th>Date</th>
<th>Contract Type</th>
<th>Reviewer</th>
</tr>
</thead>
</table>

NYSED Docutrax

2013-2014 NYSED Contract Extension Prototype

3/20/2013
SECTION I

INSTRUCTIONS

This section represents a restatement of information from the original Agreement. If the contract was bid on a per meal basis, record the original bid price and the direct cost and administrative fee figures from which the bid price is comprised. If the contract was awarded on the basis of an annual administrative fee, record that amount from the original agreement.

Any district that bids under Option A should report the annual return to the district guaranteed by the FSMC in the space provided. Fill in all blanks with required information or N/A if not applicable. NO BLANKS!

An original agreement* having been made on _______July 18, 2012______ by and between __________Huntington UFSD______
School Food Authority
Whitsons School Nutrition Corp. party
Food Service Company
and Section 210.16, Part 7 of the Consolidated Federal Regulations for the period
commencing on _______July 1, 2012______ and ending on _______June 30, 2013______

TYPE II ONLY
Enter the costs per meal. (Administrative Fee + Direct Cost = Total Cost Per Meal)

<table>
<thead>
<tr>
<th>Meal</th>
<th>Administrative Fee</th>
<th>Direct Cost</th>
<th>Total Cost Per Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>0.162</td>
<td>1.046</td>
<td>1.208</td>
</tr>
<tr>
<td>Lunch</td>
<td>0.162</td>
<td>1.046</td>
<td>1.208</td>
</tr>
<tr>
<td>Dinner</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TYPE III ONLY

Annual/Per Meal Administrative Fee

TYPE IV ONLY (Per Person Per Day)
Enter the costs per person, per day. (Administrative Fee + Direct Cost = Total Cost Per Day)

<table>
<thead>
<tr>
<th>Administrative Fee Per Person</th>
<th>Direct Cost Per Person</th>
<th>Total Person Per Day</th>
</tr>
</thead>
</table>

TYPE IV ONLY (Cost Per Meal)
Enter the costs per meal. (Administrative Fee + Direct Cost = Total Cost Per Meal)

<table>
<thead>
<tr>
<th>Meal</th>
<th>Administrative Fee</th>
<th>Direct Cost</th>
<th>Total Cost Per Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dinner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Snack</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GUARANTEED RETURN If contract was bid under Option A the party of the second part shall pay the party of the first part an annual amount of $______0______ (Not subject to CPI-U increase).
INSTRUCTIONS

This section should be completed by the School Food Authority entering into a contract extension and refers to the upcoming school year, 2013-2014. Enter the bid price the FSMC bid for breakfast for the 2013-2014 school year (refer to page 53 of the SFA original contract (Bid Option 2 - 2013-2014 Breakfast Program)). Please Note - the breakfast administrative fee and direct cost bid price is not subject to the CPI-U increase.

Following the provision of Section 305, subdivision 14 of Education Law and Section 114.2 of the Regulations of the Commissioner of Education and Section 210.16, Part 7 of the Consolidated Federal Regulations, the parties hereto mutually agree to extend the agreement for a period of one year commencing on July 1, 2013 and ending on June 30, 2014 with the first day of food service being September 4, 2013.

The party of the first part shall pay the party of the second part:

**TYPE II or Type IV**

**EXTENSION YEAR 2/BID OPTION 2 ONLY**

*Breakfast not subject to CPI-U increase*

<table>
<thead>
<tr>
<th>Breakfast</th>
<th>2013-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Fee</td>
<td>0</td>
</tr>
<tr>
<td>Direct Cost</td>
<td>0</td>
</tr>
<tr>
<td>Total Cost Per Meal</td>
<td>0</td>
</tr>
</tbody>
</table>

It is further agreed that the (CPI-U) percentage of increase in cost, if any, for services rendered during the one year period of this extension will be **1.4**. Find current CPI-U at [http://www.bls.gov/ro2/cpinynj.htm](http://www.bls.gov/ro2/cpinynj.htm).

Enter prior year costs. (Prior Administrative Fee * (CPI-U/100)+1) + (Prior Direct Cost * ((CPI-U/100)+1)) = Total Cost Per Meal.

<table>
<thead>
<tr>
<th>Lunch</th>
<th>Prior Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Fee</td>
<td>0.162</td>
<td>0.1643</td>
</tr>
<tr>
<td>Direct Cost</td>
<td>1.046</td>
<td>1.0606</td>
</tr>
<tr>
<td>Total Cost Per Meal</td>
<td>1.2249</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Snack</th>
<th>Prior Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Fee</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Cost</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Cost Per Meal</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dinner</th>
<th>Prior Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Fee</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Cost</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Cost Per Meal</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

If using BID OPTION 1 (same bid price for both breakfast and lunch) please fill in the lunch table above to apply the CPI-U percentage to the administrative fee and direct cost.

Please Note: Extensions in Year 2 will use the following conversion factor for the 2013-2014 school year.

**Ala Carte Conversion Factor**

<table>
<thead>
<tr>
<th>2012-2013</th>
<th>2013-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3.45</td>
<td>$3.60</td>
</tr>
</tbody>
</table>

INSTRUCTIONS

This section should be completed by the School Food Authority entering into a contract extension and refers to the upcoming school year, 2013-2014. The percentage increase must be based on the Consumer Price Index for Urban (CPI-U) consumers in the New York-Northeastern New Jersey Area. The CPI-U for the 12-month period immediately preceding the month in which the contract ends must be used. (Education law 305.)

TYPE II or IV

EXTENSION YEAR 3, 4 or 5 ONLY

It is further agreed that the (CPI-U) percentage of increase in cost, if any, for services rendered during the one year period of this extension will be __________. Find current CPI-U at http://www.bls.gov/ro2/cpinynj.htm

The party of the first part shall pay the party of the second part:

TYPE II or TYPE IV ONLY (Cost Per Meal)
Enter prior year costs. (Prior Administrative Fee * (CPI-U/100)+1) + (Prior Direct Cost * ((CPI-U/100)+1)) = Total Cost Per Meal

<table>
<thead>
<tr>
<th></th>
<th>Prior Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Fee</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct Cost</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total Cost Per Meal</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Fee</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct Cost</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total Cost Per Meal</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Snack</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Fee</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct Cost</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total Cost Per Meal</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Dinner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Fee</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct Cost</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total Cost Per Meal</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

TYPE III ONLY

Enter prior year fee. Prior Annual Administrative Fee * ((CPI-U /100)+1)

<table>
<thead>
<tr>
<th>Annual/Per Meal Administrative Fee</th>
<th>Prior Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

TYPE IV ONLY (Per Person Per Day)
Enter the prior year costs. (Prior Administrative Fee * ((CPI-U /100)+1)) + (Prior Direct Cost * ((CPI-U/100)+1)) = Total Cost Per Day

<table>
<thead>
<tr>
<th></th>
<th>Prior Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Fee Per Person</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct Cost Per Person</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total Per Person Per Day</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

GUARANTEED RETURN: $ 0 (must agree with page 2 or original contract if applicable.)

Does your SFA participate in the Summer Food Service Program? ☐ Yes ☐ No

The extension has been determined as follows:

(1) The costs herein shall not exceed the contracted cost of the preceding year by more than the percentage increase of the Consumer Price Index for Urban consumers for New York-Northern New Jersey.

(2) The SFA and FSMC agree to follow the required food based menu plan, standards and timeline established by USDA. (Guidance Attached to Extension)

(3) All of the items of said agreement shall remain in full force and effect.

In witness whereof, the parties hereto have executed this extension of agreement.

Original Signature Must be Provided by Both Parties - BLUE INK ONLY

<table>
<thead>
<tr>
<th>Party of the First Part - Board of Education President/Executive Director</th>
<th>(Date)</th>
<th>Party of the Second Part - FSMC Authorized Signatory</th>
<th>(Date)</th>
</tr>
</thead>
</table>

2013-2014 NYSED Contract Extension Prototype 4

3/20/2013
<table>
<thead>
<tr>
<th>Meal Pattern</th>
<th>Breakfast Meal Pattern</th>
<th>Lunch Meal Pattern</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruits</td>
<td><strong>Grades K-5</strong></td>
<td><strong>Grades 6-8</strong></td>
</tr>
<tr>
<td>(cups)</td>
<td>5 (1) ≤  5 (1) ≤  5 (1) ≤</td>
<td>0 ≤  0 ≤  0 ≤</td>
</tr>
<tr>
<td>Vegetables</td>
<td>0 ≤  0 ≤  0 ≤</td>
<td>3¾ (⅔) ≤  3¾ (⅔) ≤  3¾ (⅔) ≤</td>
</tr>
<tr>
<td><em>Dark green</em></td>
<td>0 ≤  0 ≤  0 ≤</td>
<td>½ ≤  ½ ≤  ½ ≤</td>
</tr>
<tr>
<td><em>Red/orange</em></td>
<td>0 ≤  0 ≤  0 ≤</td>
<td>½ ≤  ½ ≤  ½ ≤</td>
</tr>
<tr>
<td>Beans/Peas</td>
<td>0 ≤  0 ≤  0 ≤</td>
<td>½ ≤  ½ ≤  ½ ≤</td>
</tr>
<tr>
<td><em>Starchy</em></td>
<td>0 ≤  0 ≤  0 ≤</td>
<td>½ ≤  ½ ≤  ½ ≤</td>
</tr>
<tr>
<td>Other</td>
<td>0 ≤  0 ≤  0 ≤</td>
<td>½ ≤  ½ ≤  ½ ≤</td>
</tr>
<tr>
<td>Additional Veg to Reach Total</td>
<td>0 ≤  0 ≤  0 ≤</td>
<td>1 ≤  1 ≤  1 ≤</td>
</tr>
<tr>
<td>Grains (oz eq)</td>
<td>7-10 (1)</td>
<td>8-10 (1)</td>
</tr>
<tr>
<td>Meats/Meat Alternates (oz eq)</td>
<td>0 k</td>
<td>0 k</td>
</tr>
<tr>
<td>Fluid milk (cups)</td>
<td>5 (1)</td>
<td>5 (1)</td>
</tr>
</tbody>
</table>

Other Specifications: Daily Amount Based on the Average for a 5-Day Week

- Min-max calories (kcal): 350-500, 400-550, 450-600, 550-650, 600-700, 750-850
- Saturated fat (% of total calories): <10
- Sodium (mg): <430, <470, <500, <640, <710, <740
- Trans fats: Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.

- In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).
- Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.
- One quarter-cup of dried fruit counts as ⅛ cup of fruit; 1 cup of leafy greens counts as ⅛ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
- For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).
- The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).
- Larger amounts of these vegetables may be served.
- This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).
- In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
- Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).
- The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
### Implementation Timeline

<table>
<thead>
<tr>
<th>New Requirements</th>
<th>Implementation (School Year) for NSLP (L) and SBP (B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruits/Component</td>
<td></td>
</tr>
<tr>
<td>• Offer fruit daily</td>
<td>L</td>
</tr>
<tr>
<td>• Fruit quantity increase to 5 cups/week (minimum 1 cup/day)</td>
<td></td>
</tr>
<tr>
<td>Vegetables Component</td>
<td></td>
</tr>
<tr>
<td>• Offer vegetables subgroups weekly</td>
<td>L</td>
</tr>
<tr>
<td>Grains/Component</td>
<td></td>
</tr>
<tr>
<td>• Half of grains must be whole grain-rich</td>
<td>L, B</td>
</tr>
<tr>
<td>• All grains must be whole-grain rich</td>
<td></td>
</tr>
<tr>
<td>• Offer weekly grains ranges</td>
<td>L, B</td>
</tr>
<tr>
<td>Meats/Meat Alternates Component</td>
<td></td>
</tr>
<tr>
<td>• Offer weekly meats/meat alternates (daily min.)</td>
<td></td>
</tr>
<tr>
<td>Milk Component</td>
<td></td>
</tr>
<tr>
<td>• Offer only fat-free (unflavored or flavored) and low-fat (unflavored) milk</td>
<td></td>
</tr>
<tr>
<td>Dietary Specifications: (to be met on average over a week)</td>
<td></td>
</tr>
<tr>
<td>• Calorie ranges</td>
<td>L</td>
</tr>
<tr>
<td>• Saturated fat limit (no change)</td>
<td>L, B</td>
</tr>
<tr>
<td>• Sodium Targets</td>
<td>L, B</td>
</tr>
<tr>
<td>o Target 1</td>
<td>L, B</td>
</tr>
<tr>
<td>o Target 2</td>
<td>L, B</td>
</tr>
<tr>
<td>o Final target</td>
<td>L, B</td>
</tr>
<tr>
<td>• Zero grams of transfat per portion</td>
<td>L, B</td>
</tr>
<tr>
<td>Menu Planning</td>
<td></td>
</tr>
<tr>
<td>• A single FBMP approach</td>
<td>L, B</td>
</tr>
<tr>
<td>Age-Grade Groups</td>
<td></td>
</tr>
<tr>
<td>• Establish age/grade groups: K-5, 6-8, 9-12</td>
<td>L, B</td>
</tr>
<tr>
<td>Offer vs. Serve</td>
<td></td>
</tr>
<tr>
<td>• Reimbursable meals must contain a fruit or vegetable (1/2 cup minimum)</td>
<td>L</td>
</tr>
<tr>
<td>Monitoring</td>
<td></td>
</tr>
<tr>
<td>• 3-year adm. review cycle</td>
<td>L, B</td>
</tr>
<tr>
<td>• Conduct weighted nutrient analysis on week of menus</td>
<td></td>
</tr>
</tbody>
</table>

2013-2014 NYSED Contract Extension Prototype
The SFA and FSMC have mutually agreed to extend the existing Food Service Management Company contract for the 2013-2014 school year. Both parties understand, agree to, will adhere to and implement the required regulations set forth by the Final Rule- Nutrition Standards in the National School Lunch and Breakfast Programs published on January 26, 2012.

Page 4 - Food Based Menu Plan Standards
Page 5 - Timeline

To the best of my knowledge, I certify the above information is true and correct.

Original Signature Must be Provided by Both Parties
DEBARMENT OPTION A - SFA

Sam Gergis - Assistant Superintendent for Finance
(Name and Title)

checked the excluded parties list system on http://www.epls.gov and this prospective contractor Whitson School Nutrition Corp
(Name of Contractor)
was not on the list as being suspended, debarred or disqualified.

Original Signature - SFA Representative

Date

7/17/2013

Please Note the Following Regarding Debarment Option A or Debarment Option B:

Although we have included a list of the FSMC's that have not been debarred (with an asterisk) as a part of our annual FSMC web posting, it was based on our office checking on the Excluded Parties List System (EPLS) website as of February 2013. However, since by the time you go out to bid or extend, circumstances regarding the FSMC's debarment status may have changed, it is your responsibility to check the list before submitting your contract or extension to SED for approval.

Therefore, either:
The SFA must look on the EPLS website and complete the Debarment Option A form to be submitted with the Contract/Extension packet.

OR
The FSMC must complete the Debarment Option B form to be submitted with the Contract/Extension packet.

Please note: only the Debarment Option A or Debarment Option B form needs to be submitted with your contract or extension - do not submit both forms.
INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

Required for FSMC's not listed on the 2013-14 Management Company Listing.

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

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

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

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

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) This prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach as explanation to this proposal.

Huntington Union Free School District

Original Signature(s) - FSMC (Sign in Blue Ink Only) Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
   (b) Enter the full names of the individual(s) performing services, and include full address if different from
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
REQUIRED CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Huntington Union Free School District

Name/Address of Organization

Sam Gereis - Assistant Superintendent

Name/Title of Submitting Official

Signature  (Sign in Blue Ink Only)  3/5/2013

Date
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/applications</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>for Material Change only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year  _______ quarter _______</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report _______</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td>-----------------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and address of Reporting Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime</td>
</tr>
<tr>
<td>□ Subawardee</td>
</tr>
<tr>
<td>Congressional District, if known:</td>
</tr>
<tr>
<td>Tier _______ if known:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. If Reporting Entity in #4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congressional District, if known:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
</tr>
</thead>
</table>

| 7. Federal Program Name/Description:                                     |
| CFDA Number, if applicable:                                              |

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
</tr>
</thead>
</table>

| 9. Award Amount, if known:                                               |
| $                                                                          |

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>b. Individuals Performing Services (including address if different from #10a.) (last name, first name, MI):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

| □ actual                                      |
| □ planned                                     |

<table>
<thead>
<tr>
<th>12. Form of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ a. cash</td>
</tr>
<tr>
<td>□ b. in-kind: specify:</td>
</tr>
<tr>
<td>nature ___________________________________</td>
</tr>
<tr>
<td>value</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Type of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ a. retainer</td>
</tr>
<tr>
<td>□ b. one-time fee</td>
</tr>
<tr>
<td>□ c. commission</td>
</tr>
<tr>
<td>□ d. contingent fee</td>
</tr>
<tr>
<td>□ e. deferred</td>
</tr>
<tr>
<td>□ f. other; specify:</td>
</tr>
</tbody>
</table>

| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: |

| 15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty not less than $10,000 and not more than $100,000 for each such failure. |

<table>
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<tr>
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Authorized for Local Reproduction
Standard Form – LLL

2013-2014 NYSED Contract Extension Prototype

3/20/2013
THIS AGREEMENT is entered into this day of 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Lynn R. Soriano, MA CCC/SLP (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on September 4, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York
State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students’ records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
            Huntington Union Free School District
            50 Tower Street
            Huntington Station, NY 11746

To Consultant: Lynn R. Soriano, MA CCC/SLP
               43 Genesee Drive
               Commack, NY, 11725

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereinafter shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date ___________________________  Emily Rogan  
President, Board of Education  
Huntington Union Free School District

Date ___________________________  Lynn Soriano

SCHEDULE A

Lynn R. Soriano, MA CCC/SLP

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: September 4, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:
Current Rate $90 per hour

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Speech/Language Therapy services for student #28074
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Lynn Soriano, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed  
Date

I, Lynn Soriano, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed  
Date

I, Lynn Soriano, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed  
Date
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Lynn R. Soriano, MA CCC/SLP

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature: __________________________

Lynn R. Soriano, MA CCC/SLP
43 Genesee Drive
Commack, NY, 11725

Telephone: __________________________

School Districts under contract with
(List additional ones on back of this form)

Additional School Districts with which you Contract:

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STATEMENT OF REASSIGNMENT

Lynn R. Soriano, MA CCC/SLP

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

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

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with

(List additional ones on back of this form)

Additional School Districts with Which you Contract:

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HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

South Shore Center for Speech, Language, and Swallowing Disorders, LLP

THIS AGREEMENT is entered into this _____ day of _______ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and South Shore Center for Speech, Language, and Swallowing Disorders, LLP (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York
State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students' records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student's age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: South Shore Center for Speech, Language, and Swallowing Disorders, LLP
400 Montauk Hwy., Ste 152
Babylon, NY, 11702

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant's failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereinafter shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Emily Rogan  
President, Board of Education  
Huntington Union Free School District

Steven Asofsky, MA, LSP, CCC

SCHEDULE A

South Shore Center for Speech, Language, and Swallowing Disorders, LLP

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013

Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate  
$225 Evaluation & Report  
$45 per half hour for attendance at CSE meeting (on-site or via telephone)  
$75 per half hour of staff consultation/staff development  
$60 per half hour of speech services (off site)

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Evaluation and/or treatment of speech, language, swallowing and/or voice disorders
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Steven Asofsky, MA,LSP,CCC, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, Steven Asofsky, MA,LSP,CCC, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed

Date

I, Steven Asofsky, MA,LSP,CCC, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed

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

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

South Shore Center for Speech, Language, and Swallowing Disorders, LLP

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

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

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

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

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

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

(Outside Contract) Provider's Authorized Signature:  

South Shore Center for Speech, Language, and Swallowing Disorders, LLP
Mr. Steven Asofsky, MA,LSP,CCC
400 Montauk Hwy., Ste 152
Babylon, NY, 11702

Telephone:  

(631) 697-7098

School Districts under contract with
(List additional ones on back of this form)

Additional School Districts with which you Contract:
STATEMENT OF REASSIGNMENT

South Shore Center for Speech, Language, and Swallowing Disorders, LLP

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

7/1/03 (Date) (Outside Contract Service Provider's Signature)

HUNTINGTON UNION FREE SCHOOL DISTRICT

School District under contract with
(List additional ones on back of this form)

Additional School Districts with Which you Contract:

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UNITED CEREBRAL PALSY ASSOCIATION OF GREATER SUFFOLK, INC.

SCHOOL SERVICE AGREEMENT

This SCHOOL SERVICE AGREEMENT, made as of the 27th day of June, 2013 (this “Agreement”) by and between Board of Education (the “Board”) of the HUNTINGTON SCHOOL DISTRICT (the “District”), 50 TOWER STREET; Huntington Sta., New York 11746 and the UNITED CEREBRAL PALSY ASSOCIATION OF GREATER SUFFOLK, INC. (“UCP”), a New York Not-for-Profit corporation having its principal place of business at 250 Marcus Boulevard, Hauppauge, New York 11788.

WITNESSETH:

WHEREAS, the Board is authorized, under Education Law Section 4402-B, to contract with institutions within the State of New York for instruction of the disabled children where the Board is unable to provide for the education of disabled children in special classes; and

WHEREAS, UCP is a not-for-profit institution operating special classes for disabled children.

NOW, THEREFORE, the parties mutually agree as follows:

FIRST: UCP hereby represents that it is fully licensed and qualified to provide the services described herein and will provide same in compliance with all applicable Federal and State laws and regulations.

SECOND: UCP will provide instruction and facilities during the 2013-2014 School Term, both a two month and ten month program, for those disabled children listed on Schedule A of this Agreement or any addendum to follow. Such education will be appropriate to the mental attainments and physical conditions of such children, and in accordance with the provisions relating to eligibility of schools contained in the Regulations of the Commissioner of Education.

THIRD: For services rendered by UCP to the Board under the terms of this Agreement, the Board will pay UCP an annual tuition charge not to exceed that approved by the Commissioner of Education for the 2013-2014 two month and ten month programs for the education of each disabled child. Services exclude providing evaluations. If evaluations are requested, a separate fee will be charged.

The tuition for the educational services to be rendered pursuant to this agreement shall be at the New York State approved rate. If the rate for the current year has not been established, the District will provide payment according to the prior years approved rate, adjusting tuition rates when established by the State of New York.
If an appeal is made to the State Education Department of Social Services, and is approved, this rate will change accordingly.

FOURTH: Payment will be pro-rated based on the date of admission to or discharge from UCP of the Child.

FIFTH: UCP shall maintain attendance records, which shall be submitted monthly to the Board.

SIXTH: All employees of UCP shall be deemed employees of UCP for all purposes, and UCP alone shall be responsible for their work, personal conduct, direction and compensation. Neither the Board nor the District shall be liable for any acts or omissions committed by the employees or agents of UCP or for any liability claims and demands made upon UCP arising out of the performance of UCP's duties hereunder. UCP shall defend, indemnify and hold harmless the Board, the District and their agents, members, representatives and employees from all such claims. UCP shall provide the Board and the District with a certificate of liability insurance naming the Board and the District as additional insured's with coverage of not less than one million dollars per occurrence and three million dollars in aggregate.

SEVENTH: UCP will obtain whatever releases or other legal documents that are necessary in order that UCP may render full and complete reports concerning the education and progress of the child covered by the terms of the Agreement. UCP will maintain yearly school progress reports to be submitted to the Board for each child covered by the terms of the Agreement.

EIGHTH: The obligations of UCP Suffolk under this agreement exclude the provisions by UCP Suffolk for wheelchairs, or any child specific equipment necessary to provide an appropriate educational program such as but not limited to: alternative communication devices, specialized classroom equipment, etc. The provision of wheelchairs and other ambulation devices or any child specific equipment shall remain the responsibility of the school district. If the school district provides a wheelchair, or other child specific equipment, it shall be used by the student during the day at UCP Suffolk, and remain the property of the school district. In addition, the obligations of UCP Suffolk exclude the provision of 1:1 registered nursing or licensed practical nursing services. If School District desires such services to be provided during the school day or to accompany a student traveling to and/or from the UCP Suffolk school program, then the School District shall arrange for the provision of such services at its own cost and expense.

NINTH: The School District shall prepare and submit all required STAC forms to the State Education Department and all other documentation required to be filed with the State Education Department with the STAC forms for each child enrolled in the UCP school program no later than the first day the student enters the school program and shall provide to UCP a copy of the STAC forms submitted to the State Education Department and all other documentation provided to the State Education Department with the STAC forms at the same time such information is provided to the State Education Department.
TENTH: This Agreement shall take effect as of July 1st, 2013 and terminate on June 30th, 2014.

IN WITNESS THEREOF, the parties hereto have executed this Agreement.

BOARD OF EDUCATION

By: ________________________________
Title: ______________________________

UNITED CEREBRAL PALSY ASSOCIATION
OF GREATER SUFFOLK, INC.

By: ________________________________
[Signature]
Stephen Friedman, President/CEO
UNITED CEREBRAL PALSY ASSOCIATION OF GREATER SUFFOLK, INC.

Student List 2013-2014 School Term

Schedule A

Huntington School District
HUNTINGTON UNION FREE SCHOOL DISTRICT
CONSULTANT SERVICES CONTRACT

W Cole Consulting - Educational Data Management

THIS AGREEMENT is entered into this ______ day of _______ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and W Cole Consulting - Educational Data Management (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York
State Education Department or Health Department and school district policies and procedures in force during the term of this AGREEMENT. All students’ records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: W Cole Consulting - Educational Data Management
8 Deer Lane
Jericho, NY, 11753

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

This AGREEMENT may not be changed orally, but only by an AGREEMENT, in writing, signed by the parties hereto.

This AGREEMENT and the rights and obligations of the parties hereto hereinunder shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

Date: ________________________________  
Emily Rogan  
President, Board of Education  
Huntington Union Free School District  

Date: ________________________________  
Walter Cole

SCHEDULE A

W Cole Consulting - Educational Data Management

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013

Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate  $1,000 per day [equivalent to six hours; or $500 for half-day (equivalent to three hours)]

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

W Cole Consulting will provide support and guidance to our four primary school and intermediate principals on the development of their master schedules; along with creating an elementary schedule in their student management system.
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, Walter Cole, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ____________________________ Date ________________________

I, Walter Cole, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ____________________________ Date 7/16/2013

I, Walter Cole, verify that I am a retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed ____________________________ Date ________________________
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

W Cole Consulting - Educational Data Management

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

A) 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
    
2) On request, furnish the New York State's Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.

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

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

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

(Outside Contract) Provider's Authorized Signature: ________________________________

W Cole Consulting - Educational Data Management
Mr. Walter Cole
8 Deer Lane
Jericho, NY, 11753

Telephone: ________________________________

School Districts under contract with
(List additional ones on back of this form)

Additional School Districts with which you Contract:

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</table>
STATEMENT OF REASSIGNMENT

W Cole Consulting - Educational Data Management

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

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

HUNTINGTON UNION FREE SCHOOL DISTRICT
School District under contract with
(List additional ones on back of this form)

Additional School Districts with Which you Contract:

<table>
<thead>
<tr>
<th>Additional School Districts with Which you Contract:</th>
</tr>
</thead>
</table>
THIS AGREEMENT is entered into this ______ day of _______ 2013 by the Board of Education of the Huntington Union Free School District (hereinafter “District”), and Dr. David Weissberg (hereinafter “Consultant”)

TERM:

This AGREEMENT shall commence on July 1, 2013, and continue thereafter in full force and effect through the period ending June 30, 2014 inclusive, unless terminated as hereinafter specified in this AGREEMENT.

CONDITIONS:

In performing services specified in this AGREEMENT, it is understood that:

1. Consultant will be engaged as an independent contractor, not as an employee of the District, and therefore the Consultant will be solely responsible for the payment of federal and state income taxes applicable to this AGREEMENT.

2. Consultant will not be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

3. District, required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

4. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until approved by District.

5. Consultant agrees to defend, indemnify, and hold harmless the District, its agents, officers, trustees, employees and attorneys from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees arising out of or resulting from the performance of this AGREEMENT.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Consultant will provide the District with the services set forth in the attached Schedule.

2. Consultant shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.

3. Consultant will provide on-site services within the District.

4. Consultant shall be free to exercise his or her own discretion as to the means and manner in which services are to be performed. Such performance, however, shall be in accordance with the current methods and practices of the profession and may not contravene any provision of this AGREEMENT.

5. Consultant shall perform such services in accordance with federal, state, or local rules, regulations or statutes including but not limited to Project Save and SAFE SCHOOLS ACT. Consultant shall have the appropriate fingerprinting clearance as required by law, prior to providing services. Appropriate written proof of such clearance shall be provided to the District prior to Consultant providing services hereunder.

6. Consultant shall provide services and maintain records, logs and reports including, but not limited to, those pertaining to confidentiality of student records, in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and school district policies and procedures in force during the term.
of this AGREEMENT. All students’ records, logs, etc., will be the property of District and will be considered as mandated records. Consultant shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

7. Consultant shall render services regardless of a student’s age, race, color, creed, national origin, sex, or disability.

REPRESENTATIONS:

Consultant represents that he or she is a professional of good character, who is in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT. Consultant represents that he or she is not currently charged, nor in the past has been charged with any criminal or professional misconduct or incompetence. Consultant shall provide copies of all licenses of all professionals servicing the District upon the execution of this AGREEMENT.

In the event that the license of Consultant is revoked, terminated, suspended, or otherwise impaired, or if any litigation becomes pending against Consultant, or in the event that Consultant receives notice of such impending action, Consultant shall immediately notify District through the Superintendent of Schools.

COMPENSATION:

District agrees to pay Consultant a fee as set forth in detail on the attached Schedule following presentation of detailed, written, invoices and approval by the Board of Education.

INSURANCE:

Consultant, at his or her sole expense, shall procure and maintain such policies of comprehensive general liability, malpractice and other insurance as shall be necessary to insure the District as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by Consultant in connection with the performance of Consultant’s responsibilities under this AGREEMENT; each such policy shall provide a minimum coverage of One Million ($1,000,000.00) Dollars in the event of injury or death to one person, and Three Million ($3,000,000.00) Dollars in the event of injury or death to more than one person as the result of the same incident. Upon the execution of this AGREEMENT, Consultant will supply District with a copy of said policy.

DEFAULT AND TERMINATION:

Either Consultant or District may terminate this AGREEMENT upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Mr. James W. Polansky, Superintendent of Schools
Huntington Union Free School District
50 Tower Street
Huntington Station, NY 11746

To Consultant: Dr. David Weissberg
379 Oakwood Road
Huntington, NY, 11743

In the event the Consultant or District terminates this AGREEMENT upon thirty (30) days written notice, with or without cause, Consultant shall not be liable to the District for further services, and the District shall only be liable to Consultant to those amounts invoiced for services performed by Consultant.

The parties agree that Consultant’s failure to comply with any terms or conditions of this AGREEMENT will be deemed a material breach of contract.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned by the Consultant without prior written consent of the District which such consent may be unreasonably withheld.
ENTIRE AGREEMENT:

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This AGREEMENT and the rights and obligations of the parties hereto hereinunder shall be construed in accordance with and governed by the laws of the State of New York.

Should any part of this AGREEMENT, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this AGREEMENT. Such remaining parts shall remain in full force as if this AGREEMENT had been executed with the invalid part eliminated.

__________________________
President, Board of Education
Huntington Union Free School District

__________________________
David Weissberg

SCHEDULE A

Dr. David Weissberg

Basis: Annual Service Agreement invoiced and paid on a pro-rata basis.

Commencement Date: July 1, 2013
Completion Date: June 30, 2014

If Time and Materials Basis Approved by Both Parties:

Current Rate $200 per game

Fixed Price Services

Payment Schedule

The District to make payment(s) once an invoice is submitted for payment. Invoice to include total hours, dates that the invoice covers, and total amount due for the period specified.

Description of Services to be Performed

Coverage for home football games for the 2013-2014 school year
ACKNOWLEDGMENT THAT SED WAIVER IS OR IS NOT NEEDED

I, David Weissberg, verify that I am not a retired member of any New York State Public Retirement System, and that as such do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ___________________________

I, David Weissberg, verify that I am a retired member of a New York State Public Retirement System. However, I certify that all collective earnings from any public employment in New York State does not exceed the current earnings limitation and do not require a waiver from the New York State Education Department to perform the duties for which I have contracted.

Signed ___________________________ Date ___________________________

I, David Weissberg, verify that I am retired member of a New York State Public Retirement System. I further certify that I expect that all collective earnings from any public employment in New York State will exceed the current earnings limitation and request that the District file a request for a waiver on my behalf.

Signed ___________________________ Date ___________________________
PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

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

Dr. David Weissberg

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

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

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

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

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

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

(Outside Contract) Provider’s Authorized Signature:  

Dr. David Weissberg
379 Oakwood Road
Huntington, NY, 11743

Telephone: ____________________________

School Districts under contract with
(List additional ones on back of this form)

Additional School Districts with which you Contract:

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<thead>
<tr>
<th>District 1</th>
<th>District 2</th>
<th>District 3</th>
<th>District 4</th>
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</table>
STATEMENT OF REASSIGNMENT

Dr. David Weissberg

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

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

2) To accept as payment in full the contracted reimbursement rates for covered services.

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

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

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

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

HUNTINGTON UNION FREE SCHOOL DISTRICT
School District under contract with
(List additional ones on back of this form)

Additional School Districts with Which you Contract:
Huntington Union Free School District
Office of the Assistant Superintendent for Business

MEMORANDUM

TO: James W. Polansky
FROM: Sam Gergis
RE: Disposal of Books
DATE: July 17, 2013

Please request approval from the Board of Education to place the books listed below on the Surplus Bid list to be disposed of:

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Thank you.
HUNTINGTON UNION FREE SCHOOL DISTRICT

EXPOSURE CONTROL PLAN

2013-2014
BLOODBORNE PATHOGENS

Introduction
Policy
Program Administration
Employee Exposure Determination
Implementation and Control
  Universal Precautions
  Exposure Control Plan
  Engineering Controls
  Personal Protective Equipment
  Training
Hepatitis B Vaccination
Post Exposure Evaluation
Health Care Professionals
Housekeeping
Regulated Medical Waste
Labeling
Medical Records
Training Records

Appendix
  Employee Vaccination Record
  Employee Training Record
  HB Vaccination Declination Form
  Exposure Incident Report Form
  Req. for Source Ind. Eval. Form
  Doc. and I.D. of Source Ind. Form
  Emp. Exposure Follow-Up Form
Bloodborne Pathogens -
Exposure Control

The Occupational Safety and Health Administration’s (OSHA) Bloodborne Pathogens Standard (29 CFR 1910.1030) requires that employers develop an Exposure Control Plan which documents those employees with work tasks that result in occupational exposure to blood. The Plan will describe how the employer protects employees from acquiring a bloodborne disease.

Introduction

This Exposure Control Plan (ECP) has been developed by The Huntington School District in order to identify, educate, and protect employees that may have occupational exposure to bloodborne pathogens. The plan is also a direct response to the OSHA Regulation 29 CFR 1910.1030, Bloodborne Pathogens. As such, the New York State Labor Department’s Employee Guide and Model Exposure Control Plan has been used extensively to assure compliance with the law. Adherence to appropriate work practices and utilization of protective equipment within the school environment will help to reduce the potential for transmission of bloodborne pathogens including but not limited to the Hepatitis B Virus (HBV) and the Human Immunodeficiency Virus (HIV). General infection control principles and hygiene measures will routinely be followed, such as the practice of universal precautions.

The concept of universal precautions will be an integral part of staff training in general infection control procedures. Whenever staff are exposed to blood or bodily fluids visibly contaminated with blood, the assumption will always be made that these fluids are infectious (contaminated with HIV or HBV for example) and therefore be dealt with in the appropriate manner. This will include the use of protective equipment (gloves, etc.), and approved sanitization and disposal procedures. It should be noted that exposure to other bodily fluids (feces, vomitus, urine) have not been documented as sources of transmission for HIV and HBV, however, their potential for transmitting other disease-causing organisms will always be considered.
The Huntington School District ECP will include at a minimum the following elements:

1. A statement of school district policy.

2. Designation of employee titles responsible for implementation of various plan elements.

3. Determination of employee exposure.

4. Implementation of various methods of exposure control, including:
   - Universal Precautions
   - Engineering Controls and Work Practices
   - Personal Protective Equipment
   - Training
   - Hepatitis B Vaccination
   - Post-Exposure Evaluation and Follow-Up
   - Housekeeping
   - Labeling

5. Recordkeeping

This Exposure Control Plan and overall infection control program will help reduce the risk of occupational exposure to bloodborne pathogens (HIV, HBV) and other infectious agents thus providing a safe environment for both students and staff.

**Policy**

The Huntington School District is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this endeavor, the following Exposure Control Plan is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with the OSHA Bloodborne Pathogens Standard, Title 29 Code of Federal Regulations 1910.1030.

The Exposure Control Plan is a key document to assist The Huntington School District in implementing and ensuring compliance with the standard, thereby protecting our employees. The Exposure Control Plan includes:
• Employee exposure determination

• The procedures for evaluating the circumstances surrounding an exposure incident, and

• The schedule and method for implementing the specific sections of the standard, including:
  ⇒ Methods of compliance
  ⇒ Hepatitis B vaccination and post-exposure follow-up
  ⇒ Training and communication of hazards to employees
  ⇒ Recordkeeping

**Program Administration**

• Those employees who are reasonably anticipated to have contact with or exposure to blood or other potentially infectious materials are required to comply with the procedures and work practices outlined in this Exposure Control Plan.

• The **Director of Facilities** will have the responsibility for written housekeeping protocols and will ensure that effective disinfectants are purchased.

• The **School Nurse** will be responsible for ensuring that all medical actions required are performed and that appropriate medical records are maintained.

• The Huntington School District **Health & Safety Officer** will be responsible for coordinating and documenting training and making the written Exposure Control Plan available to employees and New York State Department of Labor (Public Employee Safety and Health Unit, PESH) representatives.

• The Huntington School District **Health & Safety Officer** will maintain and provide all necessary personal protective equipment (PPE), engineering controls (sharp containers, etc.), labels and red bags as required by the standard and will ensure that adequate supplies of this equipment are available.
Employee Exposure Determination

The following is a list of all job classifications and specific tasks within The Huntington School District that have been determined to result in occupational exposure to blood:

<table>
<thead>
<tr>
<th>Department</th>
<th>Job Title</th>
<th>Exposure Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletics</td>
<td>• P.E. Teacher</td>
<td>May be required to render first-aid or have contact with at-risk individuals.</td>
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<td>• Coaches</td>
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<td></td>
<td>• Aides</td>
<td></td>
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<tr>
<td>Custodial &amp; Maintenance</td>
<td>• Custodians</td>
<td>May be required to clean up blood spill or remove infectious waste.</td>
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<tr>
<td></td>
<td>• Cleaners</td>
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</tr>
<tr>
<td>Health Office</td>
<td>• Nurse</td>
<td>Required to respond to medical emergencies and render medical care.</td>
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<td>• Health Aides</td>
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Employees defined by this assessment will all receive training (see pages 7-8) and then be offered the opportunity to be vaccinated against the Hepatitis B virus, free of charge. Those refusing to be vaccinated will be documented; however, it is understood that they may change their mind at any time and still be vaccinated free of charge.

Implementation and Control

- Universal Precautions

⇒ All school district employees will utilize the concept of universal precautions. Universal precautions is an infection control method which requires employees to assume that all human blood and specified body fluids are infectious for HIV, HBV and other bloodborne pathogens and must be treated accordingly.

- Exposure Control Plan (ECP)

⇒ Employees covered by the Bloodborne Pathogens Standard will receive an explanation of this ECP during their initial training session and will also be reviewed during their annual refresher training. All employees will have an opportunity to review this Plan at any time during their work shifts by contacting the Health & Safety Officer, who will also be able to provide a copy if requested. A copy of the Plan will be made available free of charge and within 15 days of the request.
The Health & Safety Officer will also be responsible for reviewing and updating the ECP annually, or sooner if necessary, to reflect any new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

- **Engineering Controls**
  - Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls The Huntington School District will use and where they will be used are listed below:
    - Sharps Containers - Nurse’s Office
    - Hand Washing Facilities - Nurse’s Office
    - Labeling and Red Bags
    - Protective Gloves and PPE as required

- **Personal Protective Equipment (PPE)**
  - Personal protective equipment must also be used if occupational exposure remains after instituting engineering and work practice controls, or if controls are not feasible. Training will be provided by the department supervisor issuing the PPE in the use of the appropriate PPE for employees' specific job classifications and tasks/procedures they will perform.
  - Additional training will be provided, whenever necessary, such as if an employee takes a new position or if new duties are added to their current position.
  - Appropriate PPE is required for the following tasks; the specific equipment to be used is listed after the task:

<table>
<thead>
<tr>
<th>Task</th>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical emergency response</td>
<td>Gloves, gowns, face protection</td>
</tr>
<tr>
<td>Clean-up of blood spill</td>
<td>Gloves, gowns, face protection</td>
</tr>
</tbody>
</table>

  - As a general rule, all employees using PPE must observe the following precautions:
    - Wash hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
    - Remove protective equipment before leaving the work area and after a garment becomes contaminated.
◊ Place used protective equipment in appropriately designated areas or containers when being stored, washed, decontaminated, or discarded. This will usually be the nurse’s office.

◊ Wear appropriate gloves when it can be reasonably anticipated that you may have contact with blood or other potentially infectious materials and when handling or touching contaminated items or surfaces. Replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.

◊ Following any contact of body areas with blood or any other infectious material, you must wash your hands and any other exposed skin with soap and water as soon as possible. Employees must also flush exposed mucous membranes (eyes, mouth, etc.) with water.

◊ Utility gloves may be decontaminated for re-use if their integrity is not compromised. Decontamination will utilize an appropriate agent to sanitize (such as bleach). Discard utility gloves when they show signs of cracking, peeling, tearing, puncturing, or deterioration.

◊ *Never wash or decontaminate disposable gloves* for reuse or before disposal.

◊ Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or other potentially infectious materials pose a hazard to the eye, nose, or mouth.

◊ If a garment is penetrated by blood and other potentially infectious materials, the garment must be removed immediately or as soon as feasible.

◊ *Repair and/or replacement of PPE will be at no cost to employees.*

**Training**

⇒ *All employees who have or are reasonably anticipated to have occupational exposure to bloodborne pathogens will receive* Refresher training will be conducted annually. Training will cover a minimum the following elements:

◊ A copy and explanation of the standard.

◊ Epidemiology and symptoms of bloodborne pathogens.

◊ Modes of transmission.

◊ Our Exposure Control Plan and how to obtain a copy.

◊ Methods to recognize exposure tasks and other activities that may involve exposure to blood.

◊ Use and limitations of engineering controls, work practices, and PPE.
PPE - types, use, location, removal, handling, decontamination, and disposal.

PPE - the basis for selection.

Hepatitis B Vaccine - offered free of charge. Training will be given prior to vaccination on its safety, effectiveness, benefits, and method of administration.

Emergency procedures for blood and other potentially infectious materials.

Exposure incident procedures.

Post-exposure evaluation and follow-up.

Signs and labels.

Questions and answer session.

⇒ An employee education and training record will be maintained and kept on file by the Health & Safety Officer (see Appendix, page 14).

- Hepatitis B Vaccination

⇒ The School Nurse and other appropriate personnel will provide information on Hepatitis B vaccinations addressing its safety, benefits, efficacy, methods of administration, and availability. The Hepatitis B vaccination series will be made available at no cost within 10 days of initial assignment to employees who have occupational exposure to blood or other potentially infectious materials unless:

  ◊ the employee has previously received the series
  ◊ antibody testing reveals that the employee is immune
  ◊ medical reasons prevent taking the vaccination; or
  ◊ the employee chooses not to participate.

⇒ All employees are strongly encouraged to receive the Hepatitis B vaccination series. However, if an employee chooses to decline Hepatitis B vaccination, then the employee must sign a statement to this effect (see Appendix, page 15).

⇒ Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the Hepatitis B vaccination will be kept in the employees personnel file with the employee’s other medical records.
• Post Exposure Evaluation

⇒ Should an exposure incident occur contact the immediate supervisor and School Nurse immediately. Each exposure must be documented by the employee on an "Exposure Incident Report Form." The School Nurse will add any additional information (see Appendix, pages 16-17).

⇒ An immediately available confidential medical evaluation and follow-up will be conducted by medical personnel as deemed appropriate by The Huntington School District and as dictated by the specific incident (this may be a school physician, emergency room, individual’s personal physician, etc.). The following elements will be performed:

◊ Document the routes of exposure and how exposure occurred.

◊ Identify and document the source individual, unless the employer can establish that identification is infeasible or prohibited by State or local law.

◊ Obtain consent (if possible) and test source individual’s blood as soon as possible to determine HIV and HBV infectivity and document the source’s blood test results (see Appendix, pages 18 and 19).

◊ If the source individual is known to be infected with either HIV or HBV, testing need not be repeated to determine the known infectivity.

◊ Provide the exposed employee with the source individual’s test results and information about applicable disclosure laws and regulations concerning the source identity and infectious status.

◊ After obtaining consent, collect exposed employees’ blood as soon as feasible after the exposure incident and test blood for HBV and HIV serological status.

◊ If the employee does not give consent for HIV serological testing during the collection of blood for baseline testing, preserve the baseline blood sample for at least 90 days.

⇒ The School Physician, School Nurse, and Health & Safety Officer will review the circumstances of the exposure incident to determine if procedures, protocols, and/or training need to be revised.

• Health Care Professionals and Written Opinions

⇒ The School Nurse will ensure that health care professionals responsible for employee’s HB vaccination and post-exposure evaluation and follow-up be given a copy of the OSHA Bloodborne Pathogens Standard. The School Nurse will also ensure that the health care professional evaluating an employee after an exposure incident receives the following:
A description of the employee’s job duties relevant to the exposure incident.
- Routes of exposure.
- Circumstances of exposure.
- If possible, results of the source individual’s blood test.
- Relevant employee medical records, including vaccination status.

⇒ The Huntington School District will provide the employee with a copy of the evaluating healthcare professional’s written opinion within 15 days after completion of the evaluation.

⇒ For HB vaccinations, the healthcare professional’s written opinion will be limited to whether the employee requires or has received the HB vaccination.

⇒ The written opinion for post-exposure evaluation and follow-up (see Appendix, page 20) will be limited to whether or not the employee has been informed of the results of the medical evaluation and any medical conditions which may require further evaluation and treatment.

⇒ All other diagnoses must remain confidential and not be included in the written report to The Huntington School District.

- Housekeeping

⇒ The Director of Facilities has developed and implemented a written schedule for cleaning and decontaminating work surfaces as follows:

- Decontaminate surfaces with an appropriate disinfectant after any spill of blood or other infectious materials and as necessary.
- Inspect and decontaminate regularly, reusable receptacles, pails, etc. that have a likelihood for becoming contaminated.
- Always use mechanical means to pick up broken glass (never use hands).
- Place regulated waste in closable and labeled or color-coded containers that are impervious.
- Place all sharps in closable, puncture-resistant, appropriately labeled or color-coded, and leak-proof containers. Never empty or re-use sharps containers.
- Regulated waste and sharps containers will be disposed of routinely.
Discard all regulated waste according to Federal, State, and local regulations. This includes liquid or semi-liquid blood or other potentially infectious material; items contaminated with blood or other potentially infectious materials that would release these substances in a liquid or semi-liquid state if compressed.

⇒ The following disinfectants may be used:

- Sodium hypochlorite with at least 100 ppm available chlorine. A solution of 1:10 is required to be effective against hepatitis B - this will be the standard to follow for any blood/body-fluid spill.
- Ethyl or isopropyl alcohol (70%).
- Phenolic germicidal detergent (1% aqueous solution) (i.e., Lysol).
- Quaternary ammonia germicidal detergent (2% aqueous solution) (i.e., Triquat, Mytar, Sage).
- Iodor germicidal detergent with 500 ppm available iodine. (i.e., Wescodyne).

- Regulated Medical Waste

⇒ The Huntington School District generates very small amounts of medical waste annually (often none at all). However, in the event that such an occasion arises, The Huntington School District has contracted with a licensed medical waste hauler.

- Licensed Hauler’s Name __________________________
- Identification Number __________________________

- Labeling

⇒ The Huntington School District will utilize the following labeling systems:

- Red bags to signify regulated medical waste.
- Orange-red warning labels affixed to red sharps containers.

⇒ The Director of Facilities will ensure that all regulated medical waste is appropriately labeled. School Custodians and Cleaners will be responsible for notifying the Director of Facilities if the labeling system is not followed.

- Medical Records

⇒ Medical Records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.20. The School Nurse is responsible for maintenance of the required medical records which are kept in the employee’s personnel file.
In addition to the requirements of 29 CFR 1910.20, the medical record will include:

- The name and social security number of the employee.
- A copy of the employee's Hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination.
- A copy of all results of examinations, medical testing, and follow-up procedures as required by the standard.
- A copy of all healthcare professionals' written opinions as required by the standard.

All employee medical records will be kept confidential and will not be disclosed or reported without the employee's express written consent to any person within or outside the workplace except as required by the standard or as may be required by law.

Employee medical records shall be maintained for at least the duration of employment plus 30 years in accordance with 29 CFR 1910.20.

Employee medical records will be provided upon request of the employee or to anyone having written consent of the employee within 15 working days.

**Training Records**

Bloodborne pathogens training records will be maintained by the Health & Safety Officer. The training record will include:

- The dates of the training session.
- The contents or a summary of the training sessions.
- The names and qualifications of persons conducting the training.
- The names and job titles of all persons attending the training sessions.

Training records will be maintained for a minimum of 3 years from the date on which the training occurred.

Employee training records will be provided upon request to the employee or the employee's authorized representative within 15 working days.
# Employee Vaccination Record

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Date of Vac. #1</th>
<th>Date of Vac. #2</th>
<th>Date of Vac. #3</th>
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Employee Training Record

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Training Date 2002-2003</th>
<th>Training Date 2003-2004</th>
<th>Training Date 2004-2005</th>
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HEPATITIS B VACCINATION DECLINATION FORM

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me. The OSHA Bloodborne Pathogens Standard (29 CFR 1910.1030) requires employees who refuse the opportunity to be vaccinated to complete this declination form.

Print Name ___________________________ Social Security # ___________________________

Date ___________________________ Signature ___________________________
EXPOSURE INCIDENT REPORT
(ROUTES AND CIRCUMSTANCES OF EXPOSURE INCIDENT)

Please Print

EMPLOYEE'S NAME ________________________________

SOCIAL SECURITY NO ___________________________ DATE ___________________________

HOME PHONE ___________________________ BUSINESS PHONE ___________________________

DATE OF BIRTH ___________________________ JOB TITLE ___________________________

EMPLOYEE VACCINATION STATUS ________________________________

DATE OF EXPOSURE ___________________________ TIME OF EXPOSURE __________ AM _____ PM _____

LOCATION OF INCIDENT ___________________________

NATURE OF INCIDENT (AUTO ACCIDENT, TRAUMA, MEDICAL EMERGENCY) - BE SPECIFIC:

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

DESCRIBE WHAT TASK(S) YOU WERE PERFORMING WHEN THE EXPOSURE OCCURRED - BE SPECIFIC:

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

WERE YOU WEARING PERSONAL PROTECTIVE EQUIPMENT (PPE)? YES ___________ NO ___________

IF YES, LIST ___________________________________________

DID THE PERSONAL PROTECTION EQUIPMENT FAIL? YES ___________ NO ___________

IF YES, EXPLAIN HOW:

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

WHAT BODY FLUID(S) WERE YOU EXPOSED TO (BLOOD OR OTHER POTENTIALLY INFECTIOUS MATERIAL)?
BE SPECIFIC:

_________________________________________________________________________________________

_________________________________________________________________________________________

_________________________________________________________________________________________

WHAT PARTS OF YOUR BODY BECAME EXPOSED? BE SPECIFIC:

_________________________________________________________________________________________
ESTIMATE THE SIZE OF THE AREA OF YOUR BODY THAT WAS EXPOSED. __________________________

FOR HOW LONG? ________________________________________________________________

DID A FOREIGN BODY (NEEDLE, NAIL, AUTO PART, DENTAL WIRES, ETC.) PENE TRATE YOUR BODY?
YES ___________ NO ___________

IF YES, WHAT WAS THE OBJECT? __________________________________________________

WHERE DID IT PENE TRATE YOUR BODY? ____________________________________________

WAS ANY FLUID INJECTED INTO YOUR BODY? YES _______________ NO _______________

IF YES, WHAT FLUID? ___________________________ HOW MUCH? _______________

DID YOU RECEIVE MEDICAL ATTENTION? YES _______________ NO _______________

IF YES, WHERE? ________________________________________________________________

WHEN? _________________________________________________________________

BY WHOM? ________________________________________________________________

IDENTIFICATION OF SOURCE INDIVIDUAL(S) _______________________________________

NAME(S) ________________________________________________________________

DID YOU TREAT THE PATIENT DIRECTLY? YES _______________ NO _______________

IF YES, WHAT TREATMENT DID YOU PROVIDE? BE SPECIFIC: __________________________

OTHER PERTINENT INFORMATION

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
REQUEST FOR SOURCE INDIVIDUAL EVALUATION

Dear (Healthcare Provider):

Recently, a school district employee was involved in an incident that may have resulted in exposure to a Bloodborne Pathogen from another (source) individual.

I am asking you to perform an evaluation of the source individual. Given the circumstances surrounding this event, please determine whether our exposed school district employee is at risk for infection and/or requires medical follow-up.

Attached is a “Documentation and Identification of Source Individual” form which was initiated by the exposed worker. Please complete the source individual section and communicate the findings to the designated medical provider.

The evaluation form has been developed to provide confidentiality assurances for the patient and the exposed worker concerning the nature of the exposure. Any communication regarding the findings is to be handled at the medical provider level.

We understand that information relative to human immunodeficiency virus (HIV) and AIDS has specific protections under the law and cannot be disclosed or released without the written consent of the persons who receive such information to hold it confidential.

Thank you for your assistance in this very important matter.

Sincerely,
DOCUMENTATION AND IDENTIFICATION OF SOURCE INDIVIDUAL

Name of Exposed Employee

Name and Phone Number of Medical Provider Who Should be Contacted:

INCIDENT INFORMATION

Date:

Name or Medical Record Number of the Individual who is the Source of the Exposure

NATURE OF THE INCIDENT

Contaminated Needlestick Injury

Blood or Bodyfluid Splash onto Mucous Membrane or Non-Intact Skin

Other:

REPORT OF SOURCE INDIVIDUAL EVALUATION

Chart Reviewed By Date

Source Individual Unknown – Researched By Date

Testing of Source Individual’s Blood Consent Obtained

Refused

CHECK ONE:

Identification of source individual infeasible or prohibited by state or local law. State why if infeasible.

Evaluation of the source individual reflected no known exposure to Bloodborne Pathogen.

Evaluation of the source individual reflected possible exposure to Bloodborne Pathogen and medical follow-up is recommended.
NOTE: Report the results of the source individual's blood tests to the medical provider named above who will inform the exposed employee. Do not report blood test findings to the employer.

*HIV-related information cannot be released without the written consent of the source individual.*
EMPLOYEE EXPOSURE FOLLOW-UP RECORD

Employee’s Name ____________________________  Job Title ____________________________

Occurrence Date ____________________________  Reported Date ____________________________

Occurrence Time ____________________________

SOURCE INDIVIDUAL FOLLOW-UP:

Request made to ____________________________

Date ____________________________  Time ____________________________

EMPLOYEE FOLLOW-UP:

Employee’s Health File Reviewed By ____________________________  Date ____________________________

Information given on source individual’s blood test results: Yes _________  Not _________

Obtained ____________________________

Referred to Healthcare Professional with Required Information:

  Name of healthcare professional ____________________________

  By Whom ____________________________  Date ____________________________

Blood Sampling/Testing Offered:

  By Whom ____________________________  Date ____________________________

Vaccination Offered/Recommended:

  By Whom ____________________________  Date ____________________________

Counseling Offered:

  By Whom ____________________________  Date ____________________________

Employee Advised of Need for Further Evaluation of Medical Condition:

  By Whom ____________________________
Scope and Application. This section applies to all occupational exposure to blood or other potentially infectious materials as defined by paragraph (b) of this section.

Definitions. For purposes of this section, the following shall apply:

Assistant Secretary means the Assistant Secretary of Labor for Occupational Safety and Health, or designated representative.

Blood means human blood, human blood components, and products made from human blood.

Bloodborne Pathogens means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

Clinical Laboratory means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious materials.

Contaminated means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

Contaminated Laundry means laundry which has been soiled with blood or other potentially infectious materials or may contain sharps.

Contaminated Sharps means any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, broken glass, broken capillary tubes, and exposed ends of dental wires.

Decontamination means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point
where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

**Director** means the Director of the National Institute for Occupational Safety and Health, U.S. Department of Health and Human Services, or designated representative.

**Engineering Controls** means controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems) that isolate or remove the bloodborne pathogens hazard from the workplace.

**Exposure Incident** means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.

**Handwashing Facilities** means a facility providing an adequate supply of running potable water, soap and single use towels or hot air drying machines.

**Licensed Healthcare Professional** is a person whose legally permitted scope of practice allows him or her to independently perform the activities required by paragraph (f) Hepatitis B Vaccination and Post-exposure Evaluation and Follow-up.

**HBV** means hepatitis B virus.

**HIV** means human immunodeficiency virus.

**Needleless systems** means a device that does not use needles for:

(1) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established; (2) The administration of medication or fluids; or (3) Any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

**Occupational Exposure** means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

**Other Potentially Infectious Materials** means (1) The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids; (2) Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and (3) HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

**Parenteral** means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions.

**Personal Protective Equipment** is specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (e.g., uniforms, pants, shirts or blouses) not intended to function as protection against a hazard are not considered to be personal protective equipment.
Production Facility means a facility engaged in industrial-scale, large-volume or high concentration production of HIV or HBV.

Regulated Waste means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.

Research Laboratory means a laboratory producing or using research-laboratory-scale amounts of HIV or HBV. Research laboratories may produce high concentrations of HIV or HBV but not in the volume found in production facilities.

Sharps with engineered sharps injury protections means a nonneedle sharp or a needle device used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, with a built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

Source Individual means any individual, living or dead, whose blood or other potentially infectious materials may be a source of occupational exposure to the employee. Examples include, but are not limited to, hospital and clinic patients; clients in institutions for the developmentally disabled; trauma victims; clients of drug and alcohol treatment facilities; residents of hospices and nursing homes; human remains; and individuals who donate or sell blood or blood components.

Sterilize means the use of a physical or chemical procedure to destroy all microbial life including highly resistant bacterial endospores.

Universal Precautions is an approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other bloodborne pathogens.

Work Practice Controls means controls that reduce the likelihood of exposure by altering the manner in which a task is performed (e.g., prohibiting recapping of needles by a two-handed technique).

1910.1030(c)

Exposure Control --

1910.1030(c)(1)

Exposure Control Plan.

1910.1030(c)(1)(i)

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

1910.1030(c)(1)(ii)
The Exposure Control Plan shall contain at least the following elements:

1910.1030(c)(1)(ii)(A)

The exposure determination required by paragraph (c)(2),

1910.1030(c)(1)(ii)(B)

The schedule and method of implementation for paragraphs (d) Methods of Compliance, (e) HIV and HBV Research Laboratories and Production Facilities, (f) Hepatitis B Vaccination and Post-Exposure Evaluation and Follow-up, (g) Communication of Hazards to Employees, and (h) Recordkeeping, of this standard, and

1910.1030(c)(1)(ii)(C)

The procedure for the evaluation of circumstances surrounding exposure incidents as required by paragraph (f)(3)(i) of this standard.

1910.1030(c)(1)(iii)

Each employer shall ensure that a copy of the Exposure Control Plan is accessible to employees in accordance with 29 CFR 1910.1020(e).

1910.1030(c)(1)(iv)

The Exposure Control Plan shall be reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update of such plans shall also:

1910.1030(c)(1)(iv)(A)

Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens; and

1910.1030(c)(1)(iv)(B)

Document annually consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

1910.1030(c)(1)(v)

An employer, who is required to establish an Exposure Control Plan shall solicit input from non-managerial employees responsible for direct patient care who are potentially exposed to injuries from contaminated sharps in the identification, evaluation, and selection of effective engineering and work practice controls and shall document the solicitation in the Exposure Control Plan.

1910.1030(c)(1)(vi)

The Exposure Control Plan shall be made available to the Assistant Secretary
and the Director upon request for examination and copying.

1910.1030(c)(2)

**Exposure Determination.**

1910.1030(c)(2)(i)

Each employer who has an employee(s) with occupational exposure as defined by paragraph (b) of this section shall prepare an exposure determination. This exposure determination shall contain the following:

1910.1030(c)(2)(i)(A)

A list of all job classifications in which all employees in those job classifications have occupational exposure;

1910.1030(c)(2)(i)(B)

A list of job classifications in which some employees have occupational exposure, and

1910.1030(c)(2)(i)(C)

A list of all tasks and procedures or groups of closely related task and procedures in which occupational exposure occurs and that are performed by employees in job classifications listed in accordance with the provisions of paragraph (c)(2)(i)(B) of this standard.

1910.1030(c)(2)(ii)

This exposure determination shall be made without regard to the use of personal protective equipment.

1910.1030(d)

**Methods of Compliance --**

1910.1030(d)(1)

**General.** Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.

1910.1030(d)(2)

**Engineering and Work Practice Controls.**

1910.1030(d)(2)(i)

Engineering and work practice controls shall be used to eliminate or minimize employee exposure. Where occupational exposure remains after institution of these controls, personal protective equipment shall also be used.
1910.1030(d)(2)(ii)

Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.

1910.1030(d)(2)(iii)

Employers shall provide handwashing facilities which are readily accessible to employees.

1910.1030(d)(2)(iv)

When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running water as soon as feasible.

1910.1030(d)(2)(v)

Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

1910.1030(d)(2)(vi)

Employers shall ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.

1910.1030(d)(2)(vii)

Contaminated needles and other contaminated sharps shall not be bent, recapped, or removed except as noted in paragraphs (d)(2)(vii)(A) and (d)(2)(vii)(B) below. Shearing or breaking of contaminated needles is prohibited.

1910.1030(d)(2)(vii)(A)

Contaminated needles and other contaminated sharps shall not be bent, recapped or removed unless the employer can demonstrate that no alternative is feasible or that such action is required by a specific medical or dental procedure.

1910.1030(d)(2)(vii)(B)

Such bending, recapping or needle removal must be accomplished through the use of a mechanical device or a one-handed technique.

1910.1030(d)(2)(viii)

Immediately or as soon as possible after use, contaminated reusable sharps shall be placed in appropriate containers until properly reprocessed. These containers shall be:
1910.1030(d)(2)(viii)(A)

Puncture resistant;

1910.1030(d)(2)(viii)(B)

Labeled or color-coded in accordance with this standard;

1910.1030(d)(2)(viii)(C)

Leakproof on the sides and bottom; and

1910.1030(d)(2)(viii)(D)

In accordance with the requirements set forth in paragraph (d)(4)(ii)(E) for reusable sharps.

1910.1030(d)(2)(ix)

Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses are prohibited in work areas where there is a reasonable likelihood of occupational exposure.

1910.1030(d)(2)(x)

Food and drink shall not be kept in refrigerators, freezers, shelves, cabinets or on countertops or benchtops where blood or other potentially infectious materials are present.

1910.1030(d)(2)(xi)

All procedures involving blood or other potentially infectious materials shall be performed in such a manner as to minimize splashing, spraying, spattering, and generation of droplets of these substances.

1910.1030(d)(2)(xii)

Mouth pipetting/suctioning of blood or other potentially infectious materials is prohibited.

1910.1030(d)(2)(xiii)

Specimens of blood or other potentially infectious materials shall be placed in a container which prevents leakage during collection, handling, processing, storage, transport, or shipping.

1910.1030(d)(2)(xiii)(A)

The container for storage, transport, or shipping shall be labeled or color-coded according to paragraph (g)(1)(i) and closed prior to being stored, transported, or shipped. When a facility utilizes Universal Precautions in the handling of all specimens, the labeling/color-coding of specimens is not necessary provided containers are recognizable as containing specimens. This exemption only applies while such specimens/containers remain within the facility. Labeling or
color-coding in accordance with paragraph (g)(1)(i) is required when such specimens/containers leave the facility.

1910.1030(d)(2)(xii)(B)

If outside contamination of the primary container occurs, the primary container shall be placed within a second container which prevents leakage during handling, processing, storage, transport, or shipping and is labeled or color-coded according to the requirements of this standard.

1910.1030(d)(2)(xiii)(C)

If the specimen could puncture the primary container, the primary container shall be placed within a secondary container which is puncture-resistant in addition to the above characteristics.

1910.1030(d)(2)(xiv)

Equipment which may become contaminated with blood or other potentially infectious materials shall be examined prior to servicing or shipping and shall be decontaminated as necessary, unless the employer can demonstrate that decontamination of such equipment or portions of such equipment is not feasible.

1910.1030(d)(2)(xiv)(A)

A readily observable label in accordance with paragraph (g)(1)(i)(H) shall be attached to the equipment stating which portions remain contaminated.

1910.1030(d)(2)(xiv)(B)

The employer shall ensure that this information is conveyed to all affected employees, the servicing representative, and/or the manufacturer, as appropriate, prior to handling, servicing, or shipping so that appropriate precautions will be taken.

1910.1030(d)(3)

**Personal Protective Equipment**

1910.1030(d)(3)(i)

**Provision.** When there is occupational exposure, the employer shall provide, at no cost to the employee, appropriate personal protective equipment such as, but not limited to, gloves, gowns, laboratory coats, face shields or masks and eye protection, and mouthpieces, resuscitation bags, pocket masks, or other ventilation devices. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.

1910.1030(d)(3)(ii)
Use. The employer shall ensure that the employee uses appropriate personal protective equipment unless the employer shows that the employee temporarily and briefly declined to use personal protective equipment when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance its use would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or co-worker. When the employee makes this judgement, the circumstances shall be investigated and documented in order to determine whether changes can be instituted to prevent such occurrences in the future.

1910.1030(d)(3)(iii)

Accessibility. The employer shall ensure that appropriate personal protective equipment in the appropriate sizes is readily accessible at the worksite or is issued to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.

1910.1030(d)(3)(iv)

Cleaning, Laundering, and Disposal. The employer shall clean, launder, and dispose of personal protective equipment required by paragraphs (d) and (e) of this standard, at no cost to the employee.

1910.1030(d)(3)(v)

Repair and Replacement. The employer shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee.

1910.1030(d)(3)(vi)

If a garment(s) is penetrated by blood or other potentially infectious materials, the garment(s) shall be removed immediately or as soon as feasible.

1910.1030(d)(3)(vii)

All personal protective equipment shall be removed prior to leaving the work area.

1910.1030(d)(3)(viii)

When personal protective equipment is removed it shall be placed in an appropriately designated area or container for storage, washing, decontamination or disposal.

1910.1030(d)(3)(ix)

Gloves. Gloves shall be worn when it can be reasonably anticipated that the employee may have hand contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin; when performing vascular access procedures except as specified in paragraph (d)(3)(ix)(D); and when handling or touching contaminated items or surfaces.

1910.1030(d)(3)(ix)(A)
Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

1910.1030(d)(3)(ix)(B)

Disposable (single use) gloves shall not be washed or decontaminated for re-use.

1910.1030(d)(3)(ix)(C)

Utility gloves may be decontaminated for re-use if the integrity of the glove is not compromised. However, they must be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

1910.1030(d)(3)(ix)(D)

If an employer in a volunteer blood donation center judges that routine gloving for all phlebotomies is not necessary then the employer shall:

1910.1030(d)(3)(ix)(D)(1)

Periodically reevaluate this policy;

1910.1030(d)(3)(ix)(D)(2)

Make gloves available to all employees who wish to use them for phlebotomy;

1910.1030(d)(3)(ix)(D)(3)

Not discourage the use of gloves for phlebotomy; and

1910.1030(d)(3)(ix)(D)(4)

Require that gloves be used for phlebotomy in the following circumstances:


When the employee has cuts, scratches, or other breaks in his or her skin;


When the employee judges that hand contamination with blood may occur, for example, when performing phlebotomy on an uncooperative source individual; and


When the employee is receiving training in phlebotomy.
**Masks, Eye Protection, and Face Shields.** Masks in combination with eye protection devices, such as goggles or glasses with solid side shields, or chin-length face shields, shall be worn whenever splashes, spray, spatter, or droplets of blood or other potentially infectious materials may be generated and eye, nose, or mouth contamination can be reasonably anticipated.

1910.1030(d)(3)(xi)

**Gowns, Aprons, and Other Protective Body Clothing.** Appropriate protective clothing such as, but not limited to, gowns, aprons, lab coats, clinic jackets, or similar outer garments shall be worn in occupational exposure situations. The type and characteristics will depend upon the task and degree of exposure anticipated.

1910.1030(d)(3)(xii)

Surgical caps or hoods and/or shoe covers or boots shall be worn in instances when gross contamination can reasonably be anticipated (e.g., autopsies, orthopaedic surgery).

1910.1030(d)(4)

**Housekeeping --**

1910.1030(d)(4)(i)

**General.** Employers shall ensure that the worksite is maintained in a clean and sanitary condition. The employer shall determine and implement an appropriate written schedule for cleaning and method of decontamination based upon the location within the facility, type of surface to be cleaned, type of soil present, and tasks or procedures being performed in the area.

1910.1030(d)(4)(ii)

All equipment and environmental and working surfaces shall be cleaned and decontaminated after contact with blood or other potentially infectious materials.

1910.1030(d)(4)(ii)(A)

Contaminated work surfaces shall be decontaminated with an appropriate disinfectant after completion of procedures; immediately or as soon as feasible when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials; and at the end of the work shift if the surface may have become contaminated since the last cleaning.

1910.1030(d)(4)(ii)(B)

Protective coverings, such as plastic wrap, aluminum foil, or imperviously-backed absorbent paper used to cover equipment and environmental surfaces, shall be removed and replaced as soon as feasible when they become overtly contaminated or at the end of the workshift if they may have become contaminated during the shift.

1910.1030(d)(4)(ii)(C)
All bins, pails, cans, and similar receptacles intended for reuse which have a reasonable likelihood for becoming contaminated with blood or other potentially infectious materials shall be inspected and decontaminated on a regularly scheduled basis and cleaned and decontaminated immediately or as soon as feasible upon visible contamination.

1910.1030(d)(4)(ii)(D)

Broken glassware which may be contaminated shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a brush and dust pan, tongs, or forceps.

1910.1030(d)(4)(ii)(E)

Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.

1910.1030(d)(4)(iii)

Regulated Waste --

1910.1030(d)(4)(iii)(A)

Contaminated Sharps Discarding and Containment.

1910.1030(d)(4)(iii)(A)(1)

Contaminated sharps shall be discarded immediately or as soon as feasible in containers that are:


Closable;


Puncture resistant;

1910.1030(d)(4)(iii)(A)(1)(iii)

Leakproof on sides and bottom; and


Labeled or color-coded in accordance with paragraph (g)(1)(i) of this standard.

1910.1030(d)(4)(iii)(A)(2)

During use, containers for contaminated sharps shall be:
Easily accessible to personnel and located as close as is feasible to the immediate area where sharps are used or can be reasonably anticipated to be found (e.g., laundries);


Maintained upright throughout use; and


Replaced routinely and not be allowed to overfill.

1910.1030(d)(4)(iii)(A)(3)

When moving containers of contaminated sharps from the area of use, the containers shall be:


Closed immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping;


Placed in a secondary container if leakage is possible. The second container shall be:


Closable;


Constructed to contain all contents and prevent leakage during handling, storage, transport, or shipping; and


Labeled or color-coded according to paragraph (g)(1)(l) of this standard.

1910.1030(d)(4)(iii)(A)(4)

Reusable containers shall not be opened, emptied, or cleaned manually or in any other manner which would expose employees to the risk of percutaneous injury.

1910.1030(d)(4)(iii)(B)

Other Regulated Waste Containment --

1910.1030(d)(4)(iii)(B)(1)

Regulated waste shall be placed in containers which are:
Bloodborne pathogens. - 1910.1030


Closable;


Constructed to contain all contents and prevent leakage of fluids during handling, storage, transport or shipping;

1910.1030(d)(4)(iii)(B)(1)(iii)

Labeled or color-coded in accordance with paragraph (g)(1)(i) this standard; and


Closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

1910.1030(d)(4)(iii)(B)(2)

If outside contamination of the regulated waste container occurs, it shall be placed in a second container. The second container shall be:


Closable;


Constructed to contain all contents and prevent leakage of fluids during handling, storage, transport or shipping;

1910.1030(d)(4)(iii)(B)(2)(iii)

Labeled or color-coded in accordance with paragraph (g)(1)(i) of this standard; and


Closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

1910.1030(d)(4)(iii)(C)

Disposal of all regulated waste shall be in accordance with applicable regulations of the United States, States and Territories, and political subdivisions of States and Territories.

1910.1030(d)(4)(iv)

Laundry.

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=...
Contaminated laundry shall be handled as little as possible with a minimum of agitation.

Contaminated laundry shall be bagged or containerized at the location where it was used and shall not be sorted or rinsed in the location of use.

Contaminated laundry shall be placed and transported in bags or containers labeled or color-coded in accordance with paragraph (g)(1)(i) of this standard. When a facility utilizes Universal Precautions in the handling of all soiled laundry, alternative labeling or color-coding is sufficient if it permits all employees to recognize the containers as requiring compliance with Universal Precautions.

When ever contaminated laundry is wet and presents a reasonable likelihood of soak-through of or leakage from the bag or container, the laundry shall be placed and transported in bags or containers which prevent soak-through and/or leakage of fluids to the exterior.

The employer shall ensure that employees who have contact with contaminated laundry wear protective gloves and other appropriate personal protective equipment.

When a facility ships contaminated laundry off-site to a second facility which does not utilize Universal Precautions in the handling of all laundry, the facility generating the contaminated laundry must place such laundry in bags or containers which are labeled or color-coded in accordance with paragraph (g)(1)(i).

HIV and HBV Research Laboratories and Production Facilities.

This paragraph applies to research laboratories and production facilities engaged in the culture, production, concentration, experimentation, and manipulation of HIV and HBV. It does not apply to clinical or diagnostic laboratories engaged solely in the analysis of blood, tissues, or organs. These requirements apply in addition to the other requirements of the standard.
Research laboratories and production facilities shall meet the following criteria:

1910.1030(e)(2)(i)

**Standard Microbiological Practices.** All regulated waste shall either be incinerated or decontaminated by a method such as autoclaving known to effectively destroy bloodborne pathogens.

1910.1030(e)(2)(ii)

**Special Practices.**

1910.1030(e)(2)(ii)(A)

Laboratory doors shall be kept closed when work involving HIV or HBV is in progress.

1910.1030(e)(2)(ii)(B)

Contaminated materials that are to be decontaminated at a site away from the work area shall be placed in a durable, leakproof, labeled or color-coded container that is closed before being removed from the work area.

1910.1030(e)(2)(ii)(C)

Access to the work area shall be limited to authorized persons. Written policies and procedures shall be established whereby only persons who have been advised of the potential biohazard, who meet any specific entry requirements, and who comply with all entry and exit procedures shall be allowed to enter the work areas and animal rooms.

1910.1030(e)(2)(ii)(D)

When other potentially infectious materials or infected animals are present in the work area or containment module, a hazard warning sign incorporating the universal biohazard symbol shall be posted on all access doors. The hazard warning sign shall comply with paragraph (g)(1)(ii) of this standard.

1910.1030(e)(2)(ii)(E)

All activities involving other potentially infectious materials shall be conducted in biological safety cabinets or other physical-containment devices within the containment module. No work with these other potentially infectious materials shall be conducted on the open bench.

1910.1030(e)(2)(ii)(F)

Laboratory coats, gowns, smocks, uniforms, or other appropriate protective clothing shall be used in the work area and animal rooms. Protective clothing shall not be worn outside of the work area and shall be decontaminated before being laundered.
Special care shall be taken to avoid skin contact with other potentially infectious materials. Gloves shall be worn when handling infected animals and when making hand contact with other potentially infectious materials is unavoidable.

1910.1030(e)(2)(ii)(H)

Before disposal all waste from work areas and from animal rooms shall either be incinerated or decontaminated by a method such as autoclaving known to effectively destroy bloodborne pathogens.

1910.1030(e)(2)(ii)(I)

Vacuum lines shall be protected with liquid disinfectant traps and high-efficiency particulate air (HEPA) filters or filters of equivalent or superior efficiency and which are checked routinely and maintained or replaced as necessary.

1910.1030(e)(2)(ii)(J)

Hypodermic needles and syringes shall be used only for parenteral injection and aspiration of fluids from laboratory animals and diaphragm bottles. Only needle-locking syringes or disposable syringe-needle units (i.e., the needle is integral to the syringe) shall be used for the injection or aspiration of other potentially infectious materials. Extreme caution shall be used when handling needles and syringes. A needle shall not be bent, sheared, replaced in the sheath or guard, or removed from the syringe following use. The needle and syringe shall be promptly placed in a puncture-resistant container and autoclaved or decontaminated before reuse or disposal.

1910.1030(e)(2)(ii)(K)

All spills shall be immediately contained and cleaned up by appropriate professional staff or others properly trained and equipped to work with potentially concentrated infectious materials.

1910.1030(e)(2)(ii)(L)

A spill or accident that results in an exposure incident shall be immediately reported to the laboratory director or other responsible person.

1910.1030(e)(2)(ii)(M)

A biosafety manual shall be prepared or adopted and periodically reviewed and updated at least annually or more often if necessary. Personnel shall be advised of potential hazards, shall be required to read instructions on practices and procedures, and shall be required to follow them.

1910.1030(e)(2)(iii)

Containment Equipment.

1910.1030(e)(2)(iii)(A)

Certified biological safety cabinets (Class I, II, or III) or other appropriate combinations of personal protection or physical containment devices, such as special protective clothing, respirators, centrifuge safety cups, sealed centrifuge
rotors, and containment caging for animals, shall be used for all activities with other potentially infectious materials that pose a threat of exposure to droplets, splashes, spills, or aerosols.

1910.1030(e)(2)(iii)(B)

Biological safety cabinets shall be certified when installed, whenever they are moved and at least annually.

1910.1030(e)(3)

HIV and HBV research laboratories shall meet the following criteria:

1910.1030(e)(3)(i)

Each laboratory shall contain a facility for hand washing and an eye wash facility which is readily available within the work area.

1910.1030(e)(3)(ii)

An autoclave for decontamination of regulated waste shall be available.

1910.1030(e)(4)

HIV and HBV production facilities shall meet the following criteria:

1910.1030(e)(4)(i)

The work areas shall be separated from areas that are open to unrestricted traffic flow within the building. Passage through two sets of doors shall be the basic requirement for entry into the work area from access corridors or other contiguous areas. Physical separation of the high-containment work area from access corridors or other areas or activities may also be provided by a double-doored clothes-change room (showers may be included), airlock, or other access facility that requires passing through two sets of doors before entering the work area.

1910.1030(e)(4)(ii)

The surfaces of doors, walls, floors and ceilings in the work area shall be water resistant so that they can be easily cleaned. Penetrations in these surfaces shall be sealed or capable of being sealed to facilitate decontamination.

1910.1030(e)(4)(iii)

Each work area shall contain a sink for washing hands and a readily available eye wash facility. The sink shall be foot, elbow, or automatically operated and shall be located near the exit door of the work area.

1910.1030(e)(4)(iv)

Access doors to the work area or containment module shall be self-closing.
An autoclave for decontamination of regulated waste shall be available within or as near as possible to the work area.

1910.1030(e)(4)(vi)

A ducted exhaust-air ventilation system shall be provided. This system shall create directional airflow that draws air into the work area through the entry area. The exhaust air shall not be recirculated to any other area of the building, shall be discharged to the outside, and shall be dispersed away from occupied areas and air intakes. The proper direction of the airflow shall be verified (i.e., into the work area).

1910.1030(e)(5)

Training Requirements. Additional training requirements for employees in HIV and HBV research laboratories and HIV and HBV production facilities are specified in paragraph (g)(2)(ix).

1910.1030(f)

Hepatitis B Vaccination and Post-exposure Evaluation and Follow-up --

1910.1030(f)(1)

General.

1910.1030(f)(1)(i)

The employer shall make available the hepatitis B vaccine and vaccination series to all employees who have occupational exposure, and post-exposure evaluation and follow-up to all employees who have had an exposure incident.

1910.1030(f)(1)(ii)

The employer shall ensure that all medical evaluations and procedures including the hepatitis B vaccine and vaccination series and post-exposure evaluation and follow-up, including prophylaxis, are:

1910.1030(f)(1)(ii)(A)

Made available at no cost to the employee;

1910.1030(f)(1)(ii)(B)

Made available to the employee at a reasonable time and place;

1910.1030(f)(1)(ii)(C)

Performed by or under the supervision of a licensed physician or by or under the supervision of another licensed healthcare professional; and

1910.1030(f)(1)(ii)(D)

Provided according to recommendations of the U.S. Public Health Service
current at the time these evaluations and procedures take place, except as specified by this paragraph (f).

1910.1030(f)(1)(iii)

The employer shall ensure that all laboratory tests are conducted by an accredited laboratory at no cost to the employee.

1910.1030(f)(2)

**Hepatitis B Vaccination.**

1910.1030(f)(2)(i)

Hepatitis B vaccination shall be made available after the employee has received the training required in paragraph (g)(2)(vii)(I) and within 10 working days of initial assignment to all employees who have occupational exposure unless the employee has previously received the complete hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

1910.1030(f)(2)(ii)

The employer shall not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.

1910.1030(f)(2)(iii)

If the employee initially declines hepatitis B vaccination but at a later date while still covered under the standard decides to accept the vaccination, the employer shall make available hepatitis B vaccination at that time.

1910.1030(f)(2)(iv)

The employer shall assure that employees who decline to accept hepatitis B vaccination offered by the employer sign the statement in Appendix A.

1910.1030(f)(2)(v)

If a routine booster dose(s) of hepatitis B vaccine is recommended by the U.S. Public Health Service at a future date, such booster dose(s) shall be made available in accordance with section (f)(1)(ii).

1910.1030(f)(3)

**Post-exposure Evaluation and Follow-up.** Following a report of an exposure incident, the employer shall make immediately available to the exposed employee a confidential medical evaluation and follow-up, including at least the following elements:

1910.1030(f)(3)(i)

Documentation of the route(s) of exposure, and the circumstances under which the exposure incident occurred;
Identification and documentation of the source individual, unless the employer can establish that identification is infeasible or prohibited by state or local law;

The source individual’s blood shall be tested as soon as feasible and after consent is obtained in order to determine HBV and HIV infectivity. If consent is not obtained, the employer shall establish that legally required consent cannot be obtained. When the source individual’s consent is not required by law, the source individual’s blood, if available, shall be tested and the results documented.

When the source individual is already known to be infected with HBV or HIV, testing for the source individual’s known HBV or HIV status need not be repeated.

Results of the source individual’s testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.

Collection and testing of blood for HBV and HIV serological status;

The exposed employee’s blood shall be collected as soon as feasible and tested after consent is obtained.

If the employee consents to baseline blood collection, but does not give consent at that time for HIV serologic testing, the sample shall be preserved for at least 90 days. If, within 90 days of the exposure incident, the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

Post-exposure prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service;

Counseling; and
Evaluation of reported illnesses.

1910.1030(f)(4)

**Information Provided to the Healthcare Professional.**

1910.1030(f)(4)(i)

The employer shall ensure that the healthcare professional responsible for the employee's Hepatitis B vaccination is provided a copy of this regulation.

1910.1030(f)(4)(ii)

The employer shall ensure that the healthcare professional evaluating an employee after an exposure incident is provided the following information:

1910.1030(f)(4)(ii)(A)

A copy of this regulation;

1910.1030(f)(4)(ii)(B)

A description of the exposed employee's duties as they relate to the exposure incident;

1910.1030(f)(4)(ii)(C)

Documentation of the route(s) of exposure and circumstances under which exposure occurred;

1910.1030(f)(4)(ii)(D)

Results of the source individual's blood testing, if available; and

1910.1030(f)(4)(ii)(E)

All medical records relevant to the appropriate treatment of the employee including vaccination status which are the employer's responsibility to maintain.

1910.1030(f)(5)

**Healthcare Professional's Written Opinion.** The employer shall obtain and provide the employee with a copy of the evaluating healthcare professional's written opinion within 15 days of the completion of the evaluation.

1910.1030(f)(5)(i)

The healthcare professional's written opinion for Hepatitis B vaccination shall be limited to whether Hepatitis B vaccination is indicated for an employee, and if the employee has received such vaccination.
The healthcare professional's written opinion for post-exposure evaluation and follow-up shall be limited to the following information:

1910.1030(f)(5)(ii)(A)

That the employee has been informed of the results of the evaluation; and

1910.1030(f)(5)(ii)(B)

That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

1910.1030(f)(5)(iii)

All other findings or diagnoses shall remain confidential and shall not be included in the written report.

1910.1030(f)(6)

Medical Recordkeeping. Medical records required by this standard shall be maintained in accordance with paragraph (h)(1) of this section.

1910.1030(g)

Communication of Hazards to Employees --

1910.1030(g)(1)

Labels and Signs --

1910.1030(g)(1)(i)

Labels.

1910.1030(g)(1)(i)(A)

Warning labels shall be affixed to containers of regulated waste, refrigerators and freezers containing blood or other potentially infectious material; and other containers used to store, transport or ship blood or other potentially infectious materials, except as provided in paragraph (g)(1)(i)(E), (F) and (G).

1910.1030(g)(1)(i)(B)

Labels required by this section shall include the following legend:
1910.1030(g)(1)(i)(C)

These labels shall be fluorescent orange or orange-red or predominantly so, with lettering and symbols in a contrasting color.

1910.1030(g)(1)(i)(D)

Labels shall be affixed as close as feasible to the container by string, wire, adhesive, or other method that prevents their loss or unintentional removal.

1910.1030(g)(1)(i)(E)

Red bags or red containers may be substituted for labels.

1910.1030(g)(1)(i)(F)

Containers of blood, blood components, or blood products that are labeled as to their contents and have been released for transfusion or other clinical use are exempted from the labeling requirements of paragraph (g).

1910.1030(g)(1)(i)(G)

Individual containers of blood or other potentially infectious materials that are placed in a labeled container during storage, transport, shipment or disposal are exempted from the labeling requirement.

1910.1030(g)(1)(i)(H)

Labels required for contaminated equipment shall be in accordance with this paragraph and shall also state which portions of the equipment remain contaminated.

1910.1030(g)(1)(i)(I)

Regulated waste that has been decontaminated need not be labeled or color-coded.

1910.1030(g)(1)(ii)

Signs.

1910.1030(g)(1)(ii)(A)
The employer shall post signs at the entrance to work areas specified in paragraph (e), HIV and HBV Research Laboratory and Production Facilities, which shall bear the following legend:

(Name of the Infectious Agent)
(Special requirements for entering the area)
(Name, telephone number of the laboratory director or other responsible person.)

1910.1030(g)(1)(ii)(B)
These signs shall be fluorescent orange-red or predominantly so, with lettering and symbols in a contrasting color.

1910.1030(g)(2)

Information and Training.

1910.1030(g)(2)(i)
Employers shall ensure that all employees with occupational exposure participate in a training program which must be provided at no cost to the employee and during working hours.

1910.1030(g)(2)(ii)
Training shall be provided as follows:

1910.1030(g)(2)(ii)(A)
At the time of initial assignment to tasks where occupational exposure may take place;

1910.1030(g)(2)(ii)(B)
At least annually thereafter.

1910.1030(g)(2)(iii)
[Reserved]

1910.1030(g)(2)(iv)
Bloodborne pathogens. - 1910.1030

Annual training for all employees shall be provided within one year of their previous training.

1910.1030(g)(2)(v)

Employers shall provide additional training when changes such as modification of tasks or procedures or institution of new tasks or procedures affect the employee's occupational exposure. The additional training may be limited to addressing the new exposures created.

1910.1030(g)(2)(vi)

Material appropriate in content and vocabulary to educational level, literacy, and language of employees shall be used.

1910.1030(g)(2)(vii)

The training program shall contain at a minimum the following elements:

1910.1030(g)(2)(vii)(A)

An accessible copy of the regulatory text of this standard and an explanation of its contents;

1910.1030(g)(2)(vii)(B)

A general explanation of the epidemiology and symptoms of bloodborne diseases;

1910.1030(g)(2)(vii)(C)

An explanation of the modes of transmission of bloodborne pathogens;

1910.1030(g)(2)(vii)(D)

An explanation of the employer's exposure control plan and the means by which the employee can obtain a copy of the written plan;

1910.1030(g)(2)(vii)(E)

An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials;

1910.1030(g)(2)(vii)(F)

An explanation of the use and limitations of methods that will prevent or reduce exposure including appropriate engineering controls, work practices, and personal protective equipment;

1910.1030(g)(2)(vii)(G)

Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment;
An explanation of the basis for selection of personal protective equipment;

Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge;

Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials;

An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available;

Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident;

An explanation of the signs and labels and/or color coding required by paragraph (g)(1); and

An opportunity for interactive questions and answers with the person conducting the training session.

The employer shall assure that employees demonstrate proficiency in standard microbiological practices and techniques and in the practices and operations specific to the facility before being allowed to work with HIV or HBV.
The employer shall assure that employees have prior experience in the handling of human pathogens or tissue cultures before working with HIV or HBV.

The employer shall provide a training program to employees who have no prior experience in handling human pathogens. Initial work activities shall not include the handling of infectious agents. A progression of work activities shall be assigned as techniques are learned and proficiency is developed. The employer shall assure that employees participate in work activities involving infectious agents only after proficiency has been demonstrated.

Recordkeeping --

Medical Records.

The employer shall establish and maintain an accurate record for each employee with occupational exposure, in accordance with 29 CFR 1910.1020.

This record shall include:

- The name and social security number of the employee;
- A copy of the employee's hepatitis B vaccination status including the dates of all the hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination as required by paragraph (f)(2);
- A copy of all results of examinations, medical testing, and follow-up procedures as required by paragraph (f)(3);
- The employer's copy of the healthcare professional's written opinion as required by paragraph (f)(5); and

A copy of the information provided to the healthcare professional as required by paragraphs (f)(4)(ii)(B)(C) and (D).

1910.1030(h)(1)(iii)

Confidentiality. The employer shall ensure that employee medical records required by paragraph (h)(1) are:

1910.1030(h)(1)(iii)(A)

Kept confidential; and

1910.1030(h)(1)(iii)(B)

Not disclosed or reported without the employee's express written consent to any person within or outside the workplace except as required by this section or as may be required by law.

1910.1030(h)(1)(iv)

The employer shall maintain the records required by paragraph (h) for at least the duration of employment plus 30 years in accordance with 29 CFR 1910.1020.

1910.1030(h)(2)

Training Records.

1910.1030(h)(2)(i)

Training records shall include the following information:

1910.1030(h)(2)(i)(A)

The dates of the training sessions;

1910.1030(h)(2)(i)(B)

The contents or a summary of the training sessions;

1910.1030(h)(2)(i)(C)

The names and qualifications of persons conducting the training; and

1910.1030(h)(2)(i)(D)

The names and job titles of all persons attending the training sessions.

1910.1030(h)(2)(ii)

Training records shall be maintained for 3 years from the date on which the training occurred.
Availability.

1910.1030(h)(3)(i)

The employer shall ensure that all records required to be maintained by this section shall be made available upon request to the Assistant Secretary and the Director for examination and copying.

1910.1030(h)(3)(ii)

Employee training records required by this paragraph shall be provided upon request for examination and copying to employees, to employee representatives, to the Director, and to the Assistant Secretary.

1910.1030(h)(3)(iii)

Employee medical records required by this paragraph shall be provided upon request for examination and copying to the subject employee, to anyone having written consent of the subject employee, to the Director, and to the Assistant Secretary in accordance with 29 CFR 1910.1020.

Transfer of Records.

1910.1030(h)(4)(i)

The employer shall comply with the requirements involving transfer of records set forth in 29 CFR 1910.1020(h).

1910.1030(h)(4)(ii)

If the employer ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, the employer shall notify the Director, at least three months prior to their disposal and transmit them to the Director, if required by the Director to do so, within that three month period.

Sharps injury log.

1910.1030(h)(5)(i)

The employer shall establish and maintain a sharps injury log for the recording of percutaneous injuries from contaminated sharps. The information in the sharps injury log shall be recorded and maintained in such manner as to protect the confidentiality of the injured employee. The sharps injury log shall contain, at a minimum:

1910.1030(h)(5)(i)(A)
Bloodborne pathogens. - 1910.1030

The type and brand of device involved in the incident,

1910.1030(h)(5)(i)(B)

The department or work area where the exposure incident occurred, and

1910.1030(h)(5)(i)(C)

An explanation of how the incident occurred.

1910.1030(h)(5)(ii)

The requirement to establish and maintain a sharps injury log shall apply to any employer who is required to maintain a log of occupational injuries and illnesses under 29 CFR 1904.

1910.1030(h)(5)(iii)

The sharps injury log shall be maintained for the period required by 29 CFR 1904.6.

1910.1030(i)

Dates --

1910.1030(i)(1)

Effective Date. The standard shall become effective on March 6, 1992.

1910.1030(i)(2)

The Exposure Control Plan required by paragraph (c) of this section shall be completed on or before May 5, 1992.

1910.1030(i)(3)

Paragraph (g)(2) Information and Training and (h) Recordkeeping shall take effect on or before June 4, 1992.

1910.1030(i)(4)


Next Standard (1910.1030 App A)
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I. GENERAL

The purpose of this plan is to ensure that Huntington School District is in compliance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) and the New York State Right-to-Know Law (12 NYCRR Part 820).

Mr. Alvin White, Director of Facilities, is the Coordinator of the Hazard Communication Program, acting as the representative of Mr. Sam Gergis, Assistant Superintendent for Finance and Management Services, who has the overall responsibility.

Each employee of the Huntington School District will be apprised of the substance of the Hazard Communication Standard, the hazardous properties of chemicals with which they work, and the correct procedure to follow in order to protect themselves from these chemicals.

II. HAZARD DETERMINATION PROCEDURES

The Coordinator's staff will conduct an inventory of all chemicals, materials and supplies used by employees in carrying out their duties and assignments for Huntington UFSD.

The Coordinator will maintain a list of all hazardous chemicals used in the facility and update the list periodically. The Huntington UFSD will rely on the Material Safety Data Sheets (MSDS's) supplied with the chemicals for determination of the relevant hazards. The list of hazardous chemicals is maintained in the Building and Grounds Office of the Huntington Union Free School District, 188 Oakwood Road, Huntington, NY 11743

III. LABELING PROCEDURES

The Coordinator is designated to ensure that all hazardous chemicals in the facility are properly labeled. Labels will show at least the following information:

(a) Chemical Identity
(b) Appropriate Hazard Warning
(c) Name and Address of the Manufacturer

The Coordinator will refer to the corresponding MSDS to verify label information. Secondary containers, such as spray bottles containing small quantities of chemicals for use on that shift by a single employee, must also be labeled. The in-house labels will contain the name of the product and any and all applicable hazard warnings. The Coordinator must approve all labels for in-house containers prior to their use.

IV. MATERIAL SAFETY DATA SHEETS

The Hazard Communication Program Coordinator will maintain a MSDS library that includes every substance on the list of hazardous chemicals in the Huntington School District facilities. The MSDS must be a fully completed OSHA Form 174 or equivalent. The MSDS library will consist of several complete sets. One set will be kept in each of the appropriate buildings, and must be available to all employees. The
second set will be kept in the Building and Grounds Office of Huntington Union Free School District, 188 Oakwood Road, Huntington, NY 11743

The Purchasing Department will require that suppliers provide MSDS’s for all purchases.

The Coordinator is responsible for acquiring and updating MSDS’s. Each MSDS will be reviewed for accuracy and completeness. The Coordinator will consult with the necessary agencies if additional research is needed. Whenever possible the least hazardous substance will be procured.

V. CHEMICALS / PRODUCTS FROM HOME & OUTSIDE CONTRACTORS

Employees of the Huntington UFSD are prohibited from bringing chemicals and products from home for use in or around District facilities. Products include -- but are not limited to -- all cleaners, disinfectants, deodorizers, polishes, and “wipes” based products. Deodorizers include -- but are not limited to: scented candles, air fresheners, incense, potpourri, and automated scenting devices.

Huntington School District will provide information to outside contractors who visit the district’s facilities to inform them that some hazardous materials are present and that the MSDS’s for these materials and the Hazard Control Plan (HCP) are available to them. In addition, it will be requested of those contractors who bring hazardous materials onto the premises that they provide Huntington School District with the MSDS’s for those materials and follow safety measures as appropriate for the safety of district employees.

VI. TRAINING

Each employee who works with or is potentially exposed to hazardous chemicals will receive initial and annual refresher training on the Hazard Communication Standard and the safe use of hazardous chemicals. Additional training will be provided for employees whenever a new hazard is introduced into their work areas. Eastern Suffolk BOCES Regional Occupational Safety and Health staff will conduct hazardous chemical training.

The training will emphasize the following elements:

- A summary of OSHA’s Hazard Communication standard and this written program
- Hazardous chemical properties including visual appearance and odor and methods that can be used to detect the presence or release of hazardous chemicals
- Physical and health hazards associated with potential exposure to workplace chemicals
- Procedures to protect against hazards, e.g., personal protective equipment, work practices, and emergency procedures
- Hazardous chemical spill and leak procedures
- The location, meaning, and use of Material Safety Data Sheets
- District policy regarding chemicals / products from home

The Coordinator, in conjunction with the Personnel Office of Huntington School District, will monitor and maintain records of employee training and advise the administration of training needs.
Training for the Right to Know/Hazard Communication Compliance Program.

Group: Huntington Union Free School District Employees

Location: Huntington Union Free School District Sites:

Huntington High School / Finley Middle School / Flower Hill School / Huntington Intermediate / Jefferson Primary School / Southdown Primary School / Washington Primary School / Woodhull Intermediate / Administration Building

Dates:
- New Employees -- on monthly basis
- Yearly Refreshers -- on annual basis

Presenters: Eastern Suffolk BOCES Regional Occupational Safety and Health Staff Instructors

VII. NON-ROUTINE TASKS

Maintenance or other supervisors contemplating a non-routine task (e.g. tank cleaning) will consult with the Coordinator and will ensure that employees are informed of chemical hazards associated with the performance of these tasks and appropriate protective measures. A meeting of building supervisors and the Director of Maintenance with affected employees must occur before such work begins.

VIII. RIGHT TO KNOW POSTER

The Coordinator will provide each building with at least one right to know poster. The poster must be placed in an area of the building where it can be seen by all staff. The poster will list the name and phone number of the Hazard Communication Program Coordinator.
IX. ADDITIONAL INFORMATION

Further information on this written program, the Hazard Communication Standard, and applicable MSDS's is available at:

Building and Grounds Office
Huntington Union Free School District,
188 Oakwood Road, Huntington, NY 11743
Phone – 631-673-2127

Employee's request for information -

(a) Employee should first consult the MSDS file in the building in which they are working. The MSDS’s are available to every employee.

(b) Employees who wish additional information regarding a product or possible problem in the work area should:

1) Complete a Chemical Hazard Report form. These forms are located in the MSDS file (sample enclosed).

2) The Completed form should be sent to the Coordinator of Hazard Communication Program.

3) The employee will receive an answer to their request from the Hazard Communication Program Coordinator within 72 hours.
HUNTINGTON UNION FREE SCHOOL DISTRICT
CHEMICAL HAZARD REPORT FORM

Please use this form to request information about specific chemical hazards in your workplace. You should first consult the Material Safety Data Sheet (MSDS) file located in your building. You may use this form to request chemical hazard information if you can not find the appropriate MSDS or require more information than the MSDS can provide.

Your Name (please print) _________________________________________________________________

Your Building ____________________________________________________________

Your Supervisor’s Name ____________________________________________________________

Date ____________________________________________________________

Name of Chemical (trade name, if appropriate) __________________________________________

Manufacturer _________________________________________________________________

Hazard Warning, if any, Shown on the Container Label ______________________________________

Nature of Your Concern about the Chemical ______________________________________________

Your Adverse Health Effects Associated with Chemical (check all that apply):

- θ Eye Irritation
- θ Skin Irritation
- θ Respiratory Irritation
- θ Nausea
- θ Dizziness
- θ Vomiting
- θ Headache
- θ Disorientation
- θ Other ______________________________
To: All Outside Contractors of the Huntington Public Schools

The Huntington School District buildings contain certain hazardous materials used in the course of business. Our Hazard Control Plan (HCP) and file of Material Safety Data Sheets (MSDS) are on hand in the Facilities Department of our District Office Building; and, are available to you for information on these materials.

In return, please provide this office with those MSDS’s of any materials you plan to use on our premises. These may include: paint, adhesives, spray cans, gas cylinders, cleaning chemicals, or other.

In addition, please indicate by your signature below that you have trained your employees in any applicable OSHA Standards (including Lockout/Tagout, Confined Spaces, Fall Protection, Personal Protective Equipment, etc.), as well as prepared written plans for your firm which comply with OSHA requirements.

Please follow all “No Smoking” rules and other safety procedures as necessary for the safety of all employees and students. Smoking is prohibited in all school buildings and on school grounds in general, according to New York State Regulations.

Be informed that all buildings and grounds of the Huntington School District are Drug & Alcohol – Free Zones; therefore, no alcoholic beverages or drugs, not prescribed to you by a physician, are to be brought to or, consumed on the property or in the buildings of the Huntington School District.

Please be advised that additional documentation for AHERA is required by all contractors working in the district.

Please sign below that you have been offered the HCP and MSDS file for your examination and use.

Thank you for your cooperation.

Signed: _____________________________
(Name & Title)

_______________________________
(Company)

Date: _____________________________

Please return this form to the Huntington School District, 70 Leland Lane, Huntington, NY 11968
Attn: Facilities Department

Rev. 10/19/2012
LEGAL CLERK SERVICES RESOLUTION
RESOLUTION

RESOLVED, the Board of Education hereby approves an hourly rate $135 for litigation support services performed on behalf of the District by Law Clerks employed by Guercio and Guercio, LLP, as more fully set forth in correspondence from Guercio and Guercio, LLP, dated July 18, 2013.
RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE VARIOUS AGREEMENTS FOR THE CONTINUATION OF A YOUTH COURT PROGRAM FOR THE 2013-2014 ACADEMIC YEAR

Resolution for Town Board Meeting Dated: July 9, 2013

The following resolution was offered by: Councilman Cuthbertson

And seconded by: COUNCILMAN COOK

WHEREAS, the Town of Huntington and Harborfields High School, Huntington High School, Walt Whitman High School, and Northport High School desire to continue a Youth Court Program through the Youth Bureau for the academic year commencing September 2013 and continuing through August of 2014; and

WHEREAS, the Town, by its lawfully constituted Town Board, hereby agrees to allocate staffing and necessary resources for the Town's Youth Court Program; and

WHEREAS, the continuation of the Youth Court Program is contingent upon each participating school district entering into an agreement with the Town of Huntington; and

WHEREAS, due to the unique nature of the Youth Court Program, the Town of Huntington waives the requirement of insurance; and

WHEREAS, the execution of an agreement is not an action pursuant to 6 N.Y.C.R.R. §617.2 (b) and therefore no further SEQRA review is required.

NOW, THEREFORE BE IT

THE TOWN BOARD

HEREBY AUTHORIZES the Supervisor to execute agreements with the following school districts:

Harborfields Central School District
2 Oldfield Road
Greenlawn, New York 11740

Huntington Union Free School District
50 Tower Street
Huntington Station, New York 11746

South Huntington Union Free School District
60 Weston Street
Huntington Station, NY 11746
Northport-East Northport Union Free School District
110 Elwood Road
Northport, New York 11768

for the continuation of a Youth Court Program for the academic year commencing September 2013 and continuing through August 2014, and on such other terms and conditions as may be acceptable to the Town Attorney.

VOTE: AYES: 5 NOES: 0 ABSTENTIONS: 0

Supervisor Frank P. Petrone AYE
Councilwoman Susan A. Berland AYE
Councilman Eugene Cook AYE
Councilman Mark A. Cuthbertson AYE
Councilman Mark Mayoka AYE

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.