



WYOMING CENTRAL SCHOOL BOARD OF EDUCATION

August 13, 2024 (Tuesday)

Policy Committee Meeting 6:00 PM

Public Hearing at 6:45 PM

Regular Meeting 7:00 PM

I.	Call to Order, Roll Call, Pledge of Allegiance		
II.	Agenda: Additions or Deletions	1 ___	2 ___
III.	Public Forum		
IV.	Presentations		
V.	Board Discussion		
VI.	Reports		
	A. President		
	B. Superintendent		
	C. Treasurer		
VIII.	Consent Items	1 ___	2 ___
	A. Approve minutes of the 7/11 /24 Reorg and Regular meetings		
	B. Approve Treasurer Report & Budget by Function June 2024		
	C. Approve to participate in GLSW BOCES Cooperative Bids 25/26		
	D. Approve Tax Warrant for 2024-25 fiscal year		
	E. Approve Year-End Transfers		
	F. Approve Cornell Cooperative Extension of Wyoming County (CCEWC)and Wyoming Central School District MOU		
	G. Approve District Wide Safety Plan		
	H. Approve BOE Goal Setting Workshop 9/10/24 @ 6:00 PM		
	I. Approve Contract Between Genesee County and 4410 Providers For the Delivery of Preschool Special Education Related Services		
	J. Approve request for J Stoddard to play modified soccer at Pavilion		
	K. Approve Cummins Sales and Service Generator Planned Maintenance Agreement for 3 years October 2024-April 2027		
IX.	Old Business		

X.	New Business		
	A. Approve Code of Conduct for 2024-25 school year		
XI.	Executive Session	1 ____	2 ____
XII.	Personnel	1 ____	2 ____
	A. Appoint tenure		
	B. Approve List of Bus Drivers for 2024-25		
XIII.	CPSE/CSE	1 ____	2 ____
XIV.	Adjournment	1 ____	2 ____

WYOMING CENTRAL SCHOOL

WYOMING, NEW YORK

BOARD OF EDUCATION

REORGANIZATION MEETING

JULY 8, 2024

Members present: Kaitlyn Bush, Benjamin Chamberlain, Desiree Fioramonte, Barry True, Haley Tygart, Jordan Wetherwax, Nicole White

Members absent: None.

Others present: Emily Herman, Joelle Stroud, Nancy Norton

Guests: None.

Call to Order: The meeting was called to order at 6:00 pm by Nancy Norton, District Clerk.

Oath to New School

Board Members: The oath of office was administered to new school members, Jordan Wetherwax and Desiree Fioramonte.

Board Operating Protocol: Board members read and signed the Board Operating Protocol for the 2024-25 school year.

Oath to Superintendent

Of Schools: The oath of office was administered to the Superintendent of Schools for the 2024-25 school year.

Nomination and Election

Of Board Officers for 2024-25: Nominations were opened for the office of Board President for the 2024-25 school year.

Mr. True nominated Mr. Chamberlain and Mrs. Tygart seconded the nomination.

Nominations were closed.

Vote for Mr. Chamberlain for Board President for 2024-25 school year:

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

No-0

Motion approved. Mr. Chamberlain is the Board President for 2024-25.

Nominations were opened for the office of Board Vice-President for the 2024-25 school year.

Mrs. Bush nominated Mr. True and Mr. Wetherwax seconded the nomination.

Nominations were closed.

Vote for Mr. True for Board Vice-President for the 2024-25 school year.

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

No-0

Motion approved. Mr. True is the Board Vice-President for 2024-25.

**Oath to
Board Officers:**

The oath of office was administered to Board President, Benjamin Chamberlain, for the 2024-25 school year.

The oath of office was administered to Board Vice-President, Barry True, for the 2024-25 school year.

The District Clerk turned over the meeting to Mr. Chamberlain, Board President.

**District Offices
2024-25:**

Resolved, the Board approves the following appointments to District Offices for the 2024-25 school year, on motion by Mr. Chamberlain and second by Mr. True:

A. District Clerk	Nancy Norton	\$8,684/yr
B. District Treasurer	Joelle Stroud	
C. District Tax Collector	Rachael Hinz	
D. Student Accounts Treasurer	Rachael Hinz	
E. Claims Auditor	Karen Green	\$29.85/hr
F. Frontline	Karen Green	\$15.50/hr

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

No-0

Motion approved

**Oath to District Clerk
& District Treasurer:**

The oath of office was administered to Nancy Norton, District Clerk, and Joelle Stroud, District Treasurer.

**District Positions
2024-25:**

Resolved, the Board approves appointments for the following District Positions for the 2024-25 school year, on motion by Mr. Chamberlain and second by Mrs. Bush:

- | | |
|---|---|
| A. School Nurse Practitioner | Mary Richards, FNP, Warsaw, NY |
| B. Transportation Staff
Physicals/Testing | Workplace Health, Warsaw, NY |
| C. District Auditor(External) | Lumsden & McCormick, Buffalo, NY |
| D. School Attorney | Harris Beach, PLLC, Attorneys at Law
Bond, Schoeneck & King, Attorneys at
Law |
| E. School Attorney for
Capital Projects | Harris Beach, PLLC, Attorneys at Law
Bond, Schoeneck & King, Attorneys at
Law |
| F. Records Access Officer | Rachael Hinz |
| G. Records Management
Officer | Emily Herman |
| H. Attendance Officer | Maria Herman |
| I. GVSBA Representative | Barry True |
| J. GVSBA Alt. Representative | Haley Tygart |
| K. Asbestos Designee | Timothy Anderson |
| L. Purchasing Agent | Emily Herman |
| M. Wyoming Cty Workers'
Compensation Rep. | Joelle Stroud |
| N. Wyoming Cty Workers'
Compensation Alt. Rep. | Emily Hermn |
| O. Emergency School Safety
Team: | |
| Superintendent of Schools | Emily Herman |
| Secretary to the Supt. | Michele Pearce |

Director of Student Services Sherrilyn Bartz

School Secretary Mary Daniel

School Resource Officer Timothy McGinnis

School Nurse Maria Herman

Supervisor of Bldgs & Grds Timothy Anderson

Teacher Meghan Barker

Transportation Director Mark Bissell

P. Genesee Area Healthcare
Plan Representative Joelle Stroud

Genesee Area Healthcare
Plan Alt. Representative Emily Herman

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

No-0

Motion approved.

Designations

2024-25:

Resolved, the Board approves the following designations for the 2024-25 school year, on motion by Mr. True and second by Mrs. White:

A. Five Star Bank, Bank of Castile, JP Morgan Chase Bank, and NYCLASS as Official Depositories of School District Funds

B. Official newspaper as The Daily News, Batavia, NY with appropriate items also placed in the Warsaw Penny Saver.

C. Official Radio and TV stations for the District as WCJW, WHAM, WBTA, WGR, WYRK, TV Channels 2, 4, 7, 8, 10 & 13

D. Payroll Certification Officer as Emily Herman.

E. Board of Education meetings or work sessions on the 2nd Thursday of each month at 6:00 pm, unless dates are altered with notice by the Board

F. Superintendent of Schools as the Title IX Hearing officer

G. Superintendent of Schools as the Federal Funds Assistance Program Hearing Officer

H. Chief Emergency Officer as Emily Herman

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

No-0

Motion approved.

Authorizations

2024-25:

Resolved, the Board approves the following authorizations for the 2024-25 school year on motion by Mr. True and second by Mr. Chamberlain:

A. In conformance with the Commercial Crime Coverage, each employee of the district will be bonded up to \$100,000 and the Treasurer and Tax Collector for \$1,000,000

B. President of the School Board to sign official documents as needed

C. Superintendent of School and/or the District Treasurer to sign all Central Treasurer account checks.

D. Superintendent to approve all budget transfers in accordance with the laws and board policy

E. Superintendent to approve the attendance at conferences, conventions, workshops, etc. per Board policy #6160 Professional Growth Staff Development.

F. Joelle Stroud, District Treasurer, to establish and maintain all accounts necessary for the official transactions of the District business affairs

G. Attendance at conferences and conventions for the Board of Education members "with expenses."

H. Re-Establishment of a \$100 Petty Cash Fund administered by Joelle Stroud

I. A Revenue Anticipation Note Resolution delegating power to the President of the Board of Education of Wyoming Central School District of Wyoming and Genesee Counties, New York to authorize, from time to time and year to year, the issuance and sale of revenue anticipation notes of the Wyoming Central School District, New York, in anticipation of the collection of revenues to be received as State Aid by the school district from the State of New York. The Vice President of the Board of Education or the District Clerk may execute such notes in place of the Board President or the Board President shall so designate. It is hereby determined and declared that is the intent of this Board of Education that this resolution remain in full force and effect in perpetuity for the issuance of the aforesaid notes from year to year, until this resolution is modified, amended, rescinded, revoked or repealed by this Board. This resolution shall take effect immediately upon its adoptions.

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

No-0

Motion approved.

Cooperative Purchasing:

Resolved, the Board approves the following Cooperative Purchasing A.- B. on motion by Mr. Chamberlain and second by Mrs. Bush:

A. Best Value

WHEREAS, the District's purchases of materials and services are made in accordance with General Municipal Law Article 5-A;

WHEREAS, General Municipal Law 103(16) allows the District, as a municipal entity, to purchase certain materials and services at a price determined to be "best value," rather than lowest responsible bidder, by the Board of Education;

WHEREAS, "best value" is defined by New York State Finance Law 163 as "the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offers. Such basis shall reflect, wherever possible, objective and quantifiable factors for offerers that are small businesses, certified minority – or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law or service-disabled veteran-owned business enterprises as defined in subdivision one of section three hundred sixty-nine of the executive law to be used in evaluation of offers for awarding of contracts for services.

WHEREAS, the District, as a municipal entity, may purchase, in accordance with General Municipal law 103(16), through bids solicited by the United State government, the New York State government, and New York's political subdivisions, including school districts; through bids let in a manner consistent with or materially equivalent to New York State requirements for bidding; or my piggyback on any contract or bid approved for piggybacking through the New York State Office of General Services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Wyoming Central School District hereby authorizes the purchase of materials and services using a "best value" determination, as an option to "lowest responsible bidder," in accordance with General Municipal Law 103(16), and in compliance with all District purchasing policies and procedures, with Board approval;

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately on adoption.

B. Specific Cooperatives

WHEREAS, the Wyoming Central School District (School District) pursuant to the authority granted in General Municipal Law, Article 5A (Public Contracts), Section 103 desires to participate in the following purchasing cooperatives: Choice Partners National Purchasing Cooperative, Omnia Partners Purchasing Alliance, Cooperative Purchasing Network(TCPN), Keystone Purchasing Network, Sourcewell Purchasing Network, TIPS-USA (The Interlocal Purchasing System), Premier, Inc.; and

WHEREAS, Section 103 of the General Municipal Law permits the School District to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by the school District therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities; and

WHEREAS, the School District desires to participate for the purpose of fulfilling and executing its public governmental purposes, goals, objectives, programs and functions; and

WHEREAS, the School District has reviewed the benefits of participating in these programs and based on this review has concluded the programs will provide the best value to taxpayers of this School District through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Board of Education of the Wyoming Central School District authorizes the School District's participation in the following purchasing cooperatives: Choice Partners National Purchasing Cooperative, Omnia Partners Purchasing Alliance, Cooperative Purchasing Network (TCPN), Keystone Purchasing Network, Sourcewell Purchasing Network, TIPS-USA (The Interlocal Purchasing System), Premier, Inc. and authorizes the District Treasurer and/or the Purchasing Agent to register for these purchasing programs on behalf of the School District.

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

No-0

Motion approved.

**Other Items
2024-25:**

Resolved, the Board approves the Other Items for 2024-25 school year, items A. – G., on motion by Mr. Chamberlain and second by Mr. True:

- A. Mileage reimbursement rate for approved District travel at IRS designated rate.
- B. Day rate of \$130/day for day to day certified substitute teachers/teacher assistants
- C. Day rate of \$120/day for day to day uncertified substitute teachers/ teacher assistants
- D. Rates for the following substitute positions:
 - 1. Substitute Cleaner/Monitor/Teacher Aide NYS Minimum Wage
 - 2. Substitute Bus Driver \$25.00/hr
 - 3. Substitute Bus Aide \$15.79/hr
 - 4. Substitute Transportation Supervisor \$27.86/hr
 - 5. Substitute School Nurse \$130/day
- E. Set 2024-25 school breakfast price at \$1.75 and 2024-25 school lunch price at \$2.50.
- F. Approve Standard Work Day Resolution For Employees:

BE IT RESOLVED, that the Wyoming Central School District, Location Code 75603, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees’ Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day(Hrs/day)
Account Clerk	8
District Treasurer	8
Director of Technology	8
District Clerk	8
Confidential Secretary to the Superintendent	8
Frontline	8
Claims Auditor	8

Maintenance Supervisor

8

G. Adoption of all Policies and Code of Ethics in effect during the previous school year.

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

No-0

Motion approved.

Adjournment:

Resolved, the Board adjourns the meeting at 6:11 pm on motion by Mr. Chamberlain and second by Mr. True.

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

No-0

Motion approved.

Respectfully submitted,

Nancy Norton
District Clerk

WYOMING CENTRAL SCHOOL

WYOMING, NEW YORK

BOARD OF EDUCATION

REGULAR MEETING

JULY 8, 2024

Members present:

Kaitlyn Bush, Benjamin Chamberlain, Desiree Fioramonte, Barry True, Haley Tygart, Jordan Wetherwax, Nicole White

Members absent:

None.

Others present:

Emily Herman, Joelle Stroud, Nancy Norton

Call to Order: The meeting was called to order at 6:12 pm by Mr. Chamberlain, Board President.

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

Public Forum: None.

Presentations: None.

Board Discussion: Discussion of exterior cameras on the building to monitor the playground and parking lots.

The 8th grade graduation program was very nice this year.

Reports: President's Report:

-The Class of 2024 graduation program was well done.

-Thank you to the Superintendent for addressing a FOIL request.

Superintendent's Report:

-Many compliments on the graduation program.

-Ice cream was served to students and staff the last week of school, during the hot weather, compliments of the Board President and Superintendent.

Treasurer's Report:

-Preparation for the annual audit, closing out last year and beginning a new school year.

Consent Items: Resolved, the Board approves the following items A., B., E., F., G., H., I., J., on motion by Mr. True and second by Mr. Chamberlain:

A. Approve minutes of the 6/13/24 regular meeting

B. Approve Treasurer's Report & Budget Transfers for May 2024

E. Approve Superintendent to attend conferences in 2024-25

F. Approve the Superintendent's membership dues in SAANYS/NYSCOSS/AASA for 2024-25

G. Approve the Superintendent as Data Protection Officer for 2024-25

H. Approve the Rural School Association Dues for 2024-25

I. Approve the Code of Conduct Public Hearing on 8/13/24 at 6:45 pm.

J. Approve the Policy Committee Meeting on 8/13/24 at 6:00 pm

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

No-0

Motion approved.

Resolved, the Board approves item C. on motion by Mr. Chamberlain and second by Mrs. Bush:

C. Approve to establish the Board Committees for 2024-25

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

No-0

Motion approved.

Resolved, the Board approves item D. on motion by Mr. Chamberlain and second by Mrs. Tygart:

D. Approve to hold regular board meetings the 2nd Tuesday of each month at 7:00 pm

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

No-0

Motion approved

Old Business:

None.

New Business:

Resolved, the Board approves the Long Range Financial Analysis 2024-25 Proposal of R.G. Timbs, Inc., 11 Meadowbrook Road, Whitesboro, NY 13492, on motion by Mr. Chamberlain and second by Mrs. White.

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

No-0

Motion approved

Executive Session:

Resolved, the Board adjourned into executive session at 6:45 pm for the purpose of personnel on motion by Mr. Chamberlain and second by Mr. True.

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

No-0

Motion approved

Out of Executive Session:

The Board reconvened regular session at 7:13 pm.

Personnel:

Resolved, the Board approves items A., B., and C., on motion by Mrs. Bush and second by Mr. True:

A. Appoint Matthew Woods, 129 Greencastle Lane, Williamsville, NY 14221 to the following position:

Position: Elementary Teacher Full-Time
Tenure Area: Elementary
Probationary Period: 8/29/24-8/28/24
Certifications: Childhood Education Initial 3/31/2022, Early Childhood Education Birth-Grade 2 Initial 5/17/22
Starting Date: 8/29/24
Salary: \$40,500

B. Approve Betty Bogle, 7745 State Rt. 39, Perry, NY 14530, as a Bus Driver Trainer

C. Amendment to the WSSA Contract Appendix A

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

No-0

Motion approved

CPSE/CSE:

Resolved, the Board approves the CSE meeting minutes dated 6/24/24 on motion by Mr. Chamberlain and second by Mr. True.

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

No-0

Motion approved

Adjournment:

Resolved, the Board approves to adjourn the meeting at 7:15 pm on motion by Mr. Chamberlain and second by Mrs. Bush.

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

No-0

Motion approved

Respectfully submitted,

Nancy Norton
District Clerk

COOPERATIVE BID RESOLUTION

Be it resolved that the Wyoming Central School District is hereby authorized to participate in the following cooperative bids for the 2025–2026 school year. These bids will be coordinated by the Genesee-Livingston-Stauben-Wyoming BOCES during the 2024-2025 school year.

- A. Copy and Printer Paper - Winter
- B. Custodial Supplies
- C. Athletic/P.E. Supplies
- ~~D. Bread~~
- ~~E. Milk Products~~
- ~~F. Ice Cream Products~~
- G. Paper and Chemical Supplies (Food Service)
- ~~H. Grocery~~
- ~~I. Grocery Diversions~~
- J. Kitchen Smallwares
- K. Refuse Collection
- L. Medical Supplies
- ~~M. Fuel~~
- N. School and Office Supplies
- O. Printer Supplies
- P. Copy and Printer Paper - Summer

District Clerk Signature

Date

**WYOMING CENTRAL SCHOOL
TAX CALCULATION**

2024-25

Final
assessed values and
equalization rates have been
updated

TOWN	ASSESSED VALUE	EQUAL. RATE	TRUE VALUE	% OF LEVY	SHARE OF LEVY	2024-25 TAX RATE	2023-24 TAX RATE	% CHANGE
Attica	7,746,438	100.00%	7,746,438.00	4.6483%	104,937.59	13.546561	15.864798	-14.6125%
Covington	13,559,562	93.00%	14,580,174.19	8.7489%	197,511.22	14.566194	13.902142	4.7766%
Middlebury	105,558,026	87.00%	121,331,064.37	72.8050%	1,643,618.65	15.570760	15.323952	1.6106%
Perry	4,862,097	100.00%	4,862,097.00	2.9175%	65,864.69	13.546561	15.864798	-14.6125%
Warsaw	9,068,547	92.00%	9,857,116.30	5.9148%	133,530.03	14.724523	13.902142	5.9155%
Bethany	8,275,150	100.00%	8,275,150.00	4.9655%	112,099.82	13.546561	16.053664	-15.6170%
	149,069,820		166,652,039.87	100.0000%	2,257,562.00			

True Tax 13.546561

2,257,562.00
(242,127.51)
2,015,434.49

**WYOMING CENTRAL SCHOOL
LIBRARY CALCULATION**

2024-25

TOWN	ASSESSED VALUE	EQUAL. RATE	TRUE VALUE	% OF LEVY	SHARE OF LEVY	2024-25 TAX RATE	2023-24 TAX RATE	% CHANGE
Attica	7,746,438	100.00%	7,746,438.00	4.6483%	2,114.73	0.272994	0.316355	-13.7064%
Covington	13,559,562	93.00%	14,580,174.19	8.7489%	3,980.30	0.293542	0.277218	5.8884%
Middlebury	105,558,026	87.00%	121,331,064.37	72.8050%	33,122.65	0.313786	0.305570	2.6888%
Perry	4,862,097	100.00%	4,862,097.00	2.9175%	1,327.32	0.272994	0.316355	-13.7064%
Warsaw	9,068,547	92.00%	9,857,116.30	5.9148%	2,690.93	0.296733	0.277218	7.0394%
Bethany	8,275,150	100.00%	8,275,150.00	4.9655%	2,259.07	0.272994	0.320121	-14.7216%
	149,069,820		166,652,039.87	100.0000%	45,495.00			

True Tax 0.272994

DUE FROM STAR
9,068.20
18,499.94
181,207.83
4,512.09
16,796.56
12,042.89
242,127.51

TOWN	STAR AMOUNT	2024-25 TAX RATE
Attica	669,410	13.546561
Covington	1,270,060	14.566194
Middlebury	11,637,700	15.570760
Perry	333,080	13.546561
Warsaw	1,140,720	14.724523
Bethany	889,000	13.546561
	15,939,970	



Cornell University
Cooperative Extension
Wyoming County

Ag and Business Center

36 Center St., Suite B
 Warsaw, New York 14569
 t. 585-786-2251
 f. 585-786-5148

<http://cce.cornell.edu/wyoming>

Memorandum of Understanding (MOU)

This MOU is being entered by Cornell Cooperative Extension of Wyoming County (CCEWC) and the Wyoming Central School District (WCSD) to provide curriculum development and program delivery services for the Ag in the Classroom (AITC) education program as set forth herein.

Time Frame: October 1, 2024-July 1, 2025
MOU Review/Renewal Period: Not Applicable

Contract Amount: \$2,900.00
Next Renewal Period: Not Applicable

Description of the Program:

CCEWC will provide staff and curriculum development and program delivery for the AITC program within the WCSD.

WCSD Agreed Upon Deliverables:

- WCSD will reimburse CCEWC monthly as invoices are received.
- WCSD will appoint a contact at the school to assist in the scheduling of classes and who will be the contact should a cancellation need to occur.

CCEWC Agreed Upon Deliverables:

- CCEWC will provide resources and staff needed for AITC education curriculum development and delivery.
- CCEWC will submit a monthly invoice to WCSD for program delivery.
- CCEWC will submit a monthly report of classrooms visited and lessons taught to WCSD.

Contact Information:

CCEWC
 Caron Gala
 36 Center St, Suite B
 Warsaw, NY 14569
 585-786-225 I ext. 127

WCSD
 Emily Herman
 1225 State Route 19
 Wyoming, NY 14591
 (585) 495-6222 ext 119

Signatures:

CCEWC Executive Director:..... Date:.....

WCSD Superintendent:..... Date:.....

Building Strong and Vibrant New York Communities

Cornell Cooperative Extension is an employer and educator recognized for valuing AA/EEO. Protected Veterans, and Individuals with Disabilities and provides equal program and employment opportunities.

**Contract between Genesee County and 4410 Providers
For the Delivery of Preschool Special Education Related Services**

(Revised April 17, 2023)

This Contract, made this _____ day of _____, Two Thousand and Twenty Four, by and between the MUNICIPALITY of Genesee County, a municipal; corporation organized under the laws of New York State, hereinafter referred to as the "MUNICIPALITY", acting by and through Genesee County Health Department, having its office at 3837 West Main Street Road, Batavia, New York 14020, and Wyoming Central School District an education corporation, organized and existing under the laws of the State of New York, having its principal place of business at 1225 State Route 19, Wyoming, NY 14591, hereinafter referred to as "PROVIDER".

WITNESSETH:

WHEREAS, the PROVIDER warrants that they can meet the needs of preschool students with disabilities through the delivery of preschool special education related services under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the COMMISSIONER, and shall comply with applicable federal, state and local laws, and

WHEREAS, a contract is necessary with the PROVIDER for the provision of services to preschool students with disabilities pursuant to Section 4410, as amended, of the New York State Education Law (hereinafter referred to as Section 4410).

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

1. DEFINITIONS:

- 1.1 **"MUNICIPALITY"** shall mean the county outside the City of New York or the City of New York in the case of a county contained within the city of New York.
- 1.2 **"BOARD"** shall mean:
 - (a) a Board of Education as defined in section two of the New York State Education Law; or
 - (b) trustees of a common school district as defined in Section 1601 of the New York State Education Law; and
- 1.3 **"COMMISSIONER"** shall mean the Commissioner of Education of the State of New York; and
- 1.4 **"SED"** shall mean the New York State Education Department.
- 1.5 **"COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (CPSE)"** shall mean a multidisciplinary team established by a child's school district in accordance with the provision of Section 4410 of the New York State Education Law.
- 1.6 **"COMMITTEE ON SPECIAL EDUCATION (CSE)"** shall mean a multidisciplinary team established by a child's school district in accordance with the provision of Section 4402 of the New York State Education Law.

- 1.7 The child's **"INDIVIDUALIZED EDUCATION PROGRAM (IEP)"** is the school district's CPSE's plan of mandated services pursuant to Section 4410 of the Education Law.
- 1.8 **"STAC 1"** shall mean the Request for Commissioner's Approval of Services for Children with Disabilities Pursuant to Section 4410 of the Education Law.
- 1.9 **"STAC 3"** shall mean an amendment to the Request for Commissioner's Approval of Services for Children with Disabilities Pursuant to Section 4410 of the Education Law.
- 1.10 **"STAC 5"** shall mean the Request for Commissioner's Approval of Reimbursement for the Cost of Evaluations Pursuant to Section 4410 of the Education Law.
- 1.11 **"AVL"** shall mean the Automated Voucher Listing prepared by the New York State Department of Education.

2. TERM:

This Contract shall take effect as of **September 1, 2024** and terminate on **June 30, 2025**; provided however, that this agreement shall be deemed to have terminated at any time as the COMMISSIONER withdraws approval for the PROVIDER to provide services or programs for children with disabilities.

3. TERMINATION BY THE MUNICIPALITY:

- 3.1 This Contract shall remain in effect for the period specified in this Contract, unless it is terminated by either party hereto, at any time upon sixty (60) days prior written notice sent by registered or certified mail to the Genesee County Public Health Director, or the PROVIDER, without incurring any penalty on account of such termination, provided however, that, prior to terminating this Contract, all students placed with the provider shall be referred back to the CPSE for recommendation of a new placement. Termination will not occur until placements have been recommended for all students.
- 3.2 Notwithstanding the provisions of this paragraph, the MUNICIPALITY may terminate this Contract immediately upon written notice to the PROVIDER upon the happening of any of the following, provided however, that, prior to terminating this Contract, all students placed with the PROVIDER shall be referred back to the CPSE for recommendation of a new placement. Termination will not occur until placements have been recommended for all students.
 1. The PROVIDER becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.
 2. The PROVIDER violates any of the terms and conditions of this Contract.

4. SCOPE OF SERVICES:

The PROVIDER shall provide appropriate related services for preschool students with disabilities placed by the BOARD. The school year is hereby defined as a July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The PROVIDER shall provide such

services for that part of the school year for which students are placed by the BOARD. The PROVIDER shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the PROVIDER. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education related services who are licensed or certified to provide such services as mandated on the student's approved IEP. All staff must be appropriately certified as required by the regulations of the COMMISSIONER in accordance to 8 NYCRR 200.7.

- 4.1 **Referral:** The PROVIDER shall participate in the referral process in accordance with Article 89 of the Education Law and 8 NYCRR, Part 200.
- 4.2 **CPSE Review Meetings:** The PROVIDER shall attend and participate in all CPSE review meetings held with respect to any student who attends or receives any services pursuant to this Contract from the PROVIDER, by arranging for the participation of the student's specific provider(s) as member(s) of the CPSE. The PROVIDER shall provide to the MUNICIPALITY and CPSE where the child resides, all the necessary paperwork for CPSE review meetings, including annual reviews, at least five days in advance of scheduled meetings. For the annual review meetings, the PROVIDER will provide the CPSE, where the child resides, proposed annual goals for the student for the following school year. The PROVIDER will enter information into the CPSE's special education database, as requested by the CPSE.
- 4.3 **Individualized Educational Program (IEP):** The PROVIDER shall provide to each approved student covered by this Contract all appropriate special education related services as are recommended by the CPSE, approved by the BOARD, and stated in the approved student's IEP. The IEP service recommendations are written based on the needs of the child. The PROVIDER accepts the IEP as written and will not request modifications based on the PROVIDERS availability. (Ex. IEP states two times per week group service for a child, then the PROVIDER is agreeing to provide service to the child two times per week in a group setting).
 1. **Related Services:** The PROVIDER shall provide such related services of the type, duration and frequency, as are recommended by the CPSE, approved by the BOARD, and stated in the approved student's IEP. The PROVIDER will provide both group and individual sessions as based on the needs of the child and as written in the IEP.
 2. **Child-Specific Assistive Technology:** The PROVIDER agrees to comply with procedures established by the MUNICIPALITY consistent with the policy of the New York State Education Department for acquiring child-specific assistive technology equipment as a separate related service when recommended by the CPSE. Such procedures may include the soliciting of bids for said equipment.
 - a) Upon approval of cost, proof of compliance with all applicable procurement-bidding procedures, and receipt of said equipment for said child-specific assistive technology equipment, the MUNICIPALITY, shall reimburse the PROVIDER.
 - b) Upon reimbursement by the MUNICIPALITY, the equipment shall become the property of the MUNICIPALITY and shall be returned to the MUNICIPALITY upon termination of the child (ren) utilizing the equipment from the PROVIDER'S program.

3. **Progress Reports:** Progress reports shall be written at least quarterly (every three months) by the individual providing the service(s) requested on the student's IEP and copies of such reports shall be forwarded to the appropriate CPSE.

- 4.4 **Modification Revision, Initiation or Termination of IEP Recommendations:** The PROVIDER may not modify, revise, initiate or terminate the provision, duration or frequency of any of the services recommended by an approved student's IEP for any reason, unless such modification, revision, initiation or termination is first recommended by the appropriate CPSE, as the result of a requested or annual review meeting, and approved by the BOARD of the appropriate school district, as the result of a requested or annual review meeting.

- 4.5 **Unable to Provide IEP Services:** If upon receipt of a request for acceptance into the PROVIDER'S service, or if, at any point during the school year, the PROVIDER is unable to provide any student with a recommended related service, and determines that there is no reasonable expectation that the full provision of such services are to resume in the immediate future, the PROVIDER shall immediately notify, in writing, the parent and the appropriate CPSE chairperson and the MUNICIPALITY of such fact.

- 4.6 **Absences:** The PROVIDER shall notify the CPSE and the County in writing when an eligible child has been absent from related services for 25% or more during any given month unless PROVIDER shall try to obtain documentation from the eligible child's parent(s) or guardian(s) that the eligible child's absence is temporary due to illness or otherwise. If such documentation is obtained, the PROVIDER shall include with the monthly invoice a cover letter verifying that documentation was obtained and the provider has knowledge that the absence was temporary. If no such documentation is obtained, the PROVIDER shall request in writing that the CPSE reviewed the appropriateness of the placement for special education services for each eligible child who has been absent 25% or more for the month. A copy of said written notification to the CPSE will be included with the monthly invoice.

- 4.7 **Student Specific File:** The PROVIDER shall maintain an individual file for each student. This file shall contain a complete and current record of all aspects of the related services that are, or have been, provided by the PROVIDER.
 1. Such file shall include, but not be limited to: IEPs, related service schedules, progress reports reflecting the progress attained in achieving objectives and annual goals, all CPSE clinical and educational data, and other contacts (including all individualized notices provided to parents), attendance and health records, as well as any and all documentation prepared and maintained by the PROVIDER with respect to services paid by or reimbursed through Medicaid.
 2. Said file shall be available for review by representatives of the BOARD, the MUNICIPALITY, and the COMMISSIONER or the COMMISSIONER'S representatives during school hours consistent with applicable law and regulation.
 3. Said file shall be maintained for a period of time pursuant to APPENDIX E: Schedule-ED1 State Archives Record Administration (SARA).

4. Said file is subject to confidentiality requirements of 8 NYCRR 200.7(b)(2).

5. PAYMENTS:

- 5.1 All financial arrangements for services under this contract shall be between the MUNICIPALITY and the PROVIDER.
- 5.2 The MUNICIPALITY, in accordance with the provisions of this contract, shall reimburse the PROVIDER for expenditures made for contracted services at the rates for special education related services as established by the MUNICIPALITY and certified by the COMMISSIONER pursuant to APPENDIX A.
- 5.3 The PROVIDER shall submit a voucher to the MUNICIPALITY for services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly. The MUNICIPALITY shall reimburse the PROVIDER for services rendered under the terms of this Contract in the first instance and at least quarterly upon receipt of vouchers from the PROVIDER.
- 5.4 The PROVIDER shall furnish the MUNICIPALITY each month with the number of eligible services by service type provided to each eligible student pursuant to Section 4410 of the Education Law in a format approved by the MUNICIPALITY. Any and all requests for payment to be made shall be submitted by the PROVIDER on properly executed invoice forms as designated by the MUNICIPALITY. All claims for payment shall be documented to the satisfaction of the MUNICIPALITY and in accordance with any and all MUNICIPALITY directives.
- 5.5 However, no payment shall be required to be made by the MUNICIPALITY prior to:
1. Receipt of a Notice of Determination of Placement by the Board, STAC 1 or STAC 3 forms from the appropriate school district.
 2. For each student for whom services have been provided, appropriate prescriptions for occupational therapy, physical therapy and, for Medicaid eligible children, speech therapy are received.
- 5.6 Any adjustments due either to the MUNICIPALITY or the PROVIDER resulting from prior computational errors shall, upon calculation, be made against any subsequent payments or obligations due either the MUNICIPALITY or the PROVIDER under the terms of this contract.
- 5.7 Medicaid Claims: As a condition of payment to the PROVIDER for services rendered pursuant to this agreement, the PROVIDER shall be responsible for adhering to all current Medicaid rules and regulations.
1. The PROVIDER will regularly review updated Medicaid information found online at <http://www.oms.nysed.gov/medicaid> and <http://www.emedny.org> to ensure all requirements are met by the PROVIDER in order for the MUNICIPALITY to submit acceptable claims to Medicaid.

2. If the failure of the PROVIDER to adhere to all current Medicaid rules and regulations, or cooperate in the processing of claims for payment by Medicaid in which results in the disallowance of such claim, based on such failure, the MUNICIPALITY may deduct and withhold such amount that has not been reimbursed from any monies due the PROVIDER.

5.8 No Cost to Families: No parent or any other person shall be required or requested to make any payment for tuition, evaluations, maintenance or transportation, in addition to the payments made by the MUNICIPALITY pursuant to this Contract.

6. PRESCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (PSSHSP):

6.1 The PROVIDER shall enter into, and perform in accordance with APPENDIX B: Medicaid Provider Agreement and APPENDIX C: Statement of Reassignment required by the New York State Department of Health in order to enable the MUNICIPALITY to receive Medicaid reimbursement. Failure to enter into or perform in accordance with such Provider Agreement and Statement of Reassignment shall be deemed a failure to perform in accordance with the Contract for which the MUNICIPALITY may exercise any legal remedies as may be appropriate under the circumstances.

6.2 The PROVIDER agrees to comply with the requirements, standards and procedures developed by the New York State Education Department in cooperation with the New York State Department of Health and the MUNICIPALITY relative to the Preschool Supportive Health Services Program (PSSHSP) provided to students in its program pursuant to Section 4410 of the Education Law. Documentation shall include, but not be limited to, providing for and maintaining all documentation as referenced in Section 6.5 and Section 6.6.

6.4 The PROVIDER shall maintain onsite copies of documentation in support of the PROVIDER'S claim of Preschool Supportive Health Services for students in a readily available manner and place for the purpose of site audit by the MUNICIPALITY or its agent or the COMMISSIONER or his/her agent, or the New York State Department of Health or its agent. Documentation should include but not be limited to that stated in Section 6.5.

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

1. Dates the child received a health related support service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable).
2. Documentation that each service session was verified and delivered by the signature of the service provider.
3. Copy of the child's Individualized Education Program (IEP).
4. Copies of all Progress Reports for each service provided. (Such reports must be prepared periodically but not less than quarterly).

5. A copy of the consent form (APPENDIX D) to release child-specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI).

6.6 This information:

1. Shall be available for review by representatives of the BOARD, the MUNICIPALITY, and the COMMISSIONER or the COMMISSIONER'S representatives during school hours at the PROVIDER site consistent with applicable law and regulation.
2. Shall be maintained for a period of time pursuant to APPENDIX E: Schedule ED1:State Archives Record Administration (SARA)
3. Shall be subject to confidentiality requirements of 8 NYCRR 200.7(b)(2).

- 6.7 The PROVIDER shall recognize and act in accordance with APPENDIX F: HIPPA Business Associate Agreement and APPENDIX G: Genesee County Contractor Fraud Prevention Policy. Failure to enter into or perform in accordance with such Provider Agreement and Reassignment of Benefits shall be deemed a failure to perform in accordance with the Contract for which the MUNICIPALITY may exercise any legal remedies as may be appropriate under the circumstances.

7. BASIC HEALTH REGULATION:

All individuals providing direct services to children shall be required to maintain basic immunization: tetanus every 10 years; tuberculosis (PPD intradermal) every 2 years. All new agency employees hired after July 1 2004, who provide direct service to children, shall be required to have a physical and update immunizations. The PROVIDER shall maintain documentation and be available to provide same as requested by the MUNICIPALITY.

8. MANDATED CHILD ABUSE REPORTING:

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

9. CONFIDENTIALITY:

The MUNICIPALITY and the PROVIDER shall observe and require the observance by all subcontractors and their employees of all applicable Federal and New York State requirements relating to confidentiality of records and information, including the New York State Department of Health (NYSDOH), the Individuals with Disabilities Education Act (IDEA), Family Education, Rights and Privacy Act (FERPA) and New York State Education Department (NYSED) laws, rules and regulations, including but not limited to clinical records.. Each agrees not to permit examination of records or to disclose information to persons not legally entitled thereto. The MUNICIPALITY, in so much as it is necessary, and in accordance with its obligations under the law, will be permitted access to records of eligible persons

served by the PROVIDER in accordance with this contract. The PROVIDER shall sign APPENDIX H: Vendor/Contractor Certification of Receipt and Agreement with Terms and Conditions of Business Associate Agreement and Compliance with Deficit Reduction Act/False Claims Act and Excluded Person(s) Requirements as part of this Agreement.

10. ATTENDANCE:

- 10.1 If a student's attendance falls below 33% in a consecutive two month period, then an attendance letter will go to the parents/guardians discussing the need for diligent attendance and consistency. The letter will outline the attendance expectation and inform parents/guardians that if attendance doesn't improve the matter will be referred back to CPSE for review of the appropriateness of continuing their present program and consideration of a program/provider change. If at any time the student's attendance drops below 50%, the student will be referred back to CPSE. At that time, alternate services will be discussed.
- 10.2 Students Moving From One District to Another: If a PROVIDER is aware a student is moving from one school district to another, the PROVIDER shall notify the CPSE of the current School District and shall provide the parent/guardian with the name and telephone number of the Chairperson of the school district's CPSE where the student is moving.
1. Upon receipt of written termination by the Board of the original School District of a Notice of Determination of Services, a STAC-3, the PROVIDER shall cease to provide services to the student until they have received a Notice of Determination of Services, a STAC-1, from the receiving School District.

11. COMPLIANCE WITH LAWS AND REGULATIONS:

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

- 11.1 In the event that applicable laws or regulations are implemented or amended such that the MUNICIPALITY no longer has primary responsibility to make available the services which the PROVIDER has agreed to provide, the MUNICIPALITY has the right to terminate this Agreement on fifteen (15) days notice to the PROVIDER.
- 11.2 Compliance with Genesee County Corporate Compliance Plan: Contractor is subject to the County's Compliance Program including compliance training, Deficit Reduction Act, False Claims Act and Exclusion Screening Certification. Failure to adhere to Genesee County's Compliance Program requirements could result in termination of the contract as per the County's terms and conditions.

12. CONFLICT OF INTEREST:

The PROVIDER agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The PROVIDER further agrees that, in the performance of this Contract, no person having any such interest

shall be employed by it. The PROVIDER represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the PROVIDER to solicit or secure this Contract, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the PROVIDER) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Contract.

13. INSURANCE AND INDEMNIFICATION:

In addition to, and not in limitation of the insurance provisions contained in APPENDIX I: Genesee County Standard Insurance Provisions attached hereto and made a part hereof, the PROVIDER agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the MUNICIPALITY, the PROVIDER shall indemnify and hold harmless the MUNICIPALITY, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the PROVIDER or third parties under the direction or control of the PROVIDER; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

- 13.1 The indemnification provided herein shall obligate the PROVIDER to defend at the PROVIDER'S own expense or to provide for any defense, as determined by the MUNICIPALITY for any and all claims of liability and all suits, actions or claims that may be incurred by the MUNICIPALITY, in consequence of actions or inactions of the PROVIDER, its employees and/or subcontractor(s) providing services hereunder.
- 13.2 The PROVIDER shall maintain the minimal levels of professional liability insurance as required in this contract, and copies of such evidence shall be obtained and maintained by the PROVIDER for the delivery to the MUNICIPALITY upon the request of the MUNICIPALITY. By executing this Contract, the PROVIDER agrees to comply with the foregoing provisions of indemnity and insurance.
- 13.3 Failure to maintain Standard Insurance Provisions contained in APPENDIX I shall constitute a breach of said Agreement. Any and all claims by the PROVIDER under said Contract shall be withheld until the standards are met.

14. INTEGRITY OF CONTRACT:

The failure of the MUNICIPALITY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by the MUNICIPALITY of any provision hereof shall be implied.

15. INDEPENDENT CONTRACTOR:

The PROVIDER is retained by the MUNICIPALITY only for the purposes set forth in this Contract and its relationship to the MUNICIPALITY shall be that of an independent contractor. In accordance with this status, the PROVIDER shall neither hold himself out as, nor claim to be, an officer or employee of the MUNICIPALITY and shall not by reason thereof, make any claims, demand or application to or for

any right or privilege applicable to an officer or employee of the MUNICIPALITY, including but not limited to Workers' Compensation coverage or retirement benefits.

17. ENTIRE AGREEMENT:

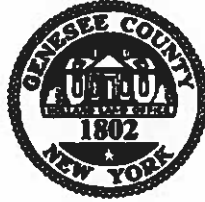
This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties and approved by the Commissioner.

The following constitute all of the attachments, which are attached hereto and made a part of this Contract:

- APPENDIX A Related Service Rates
- APPENDIX B Medicaid Provider Agreement
- APPENDIX C Statement of Reassignment
- APPENDIX D Consent for Release of Information to Access Medicaid Reimbursement
- APPENDIX E Schedule-ED1: State Archives Record Administration (SARA)
- APPENDIX F HIPAA Business Associate Agreement
- APPENDIX G Genesee County Contractor Fraud Prevention Policy
- APPENDIX H Vendor/Contractor Certification of Receipt and Agreement with Terms and Conditions of Business Associate Agreement and Compliance with Deficit Reduction Act/False Claims Act and Excluded Person(s) Requirements
- APPENDIX I Genesee County Standard Insurance Provisions

APPENDIX A

**COUNTY OF GENESEE
PRESCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (PSSHSP)**



RELATED SERVICE RATES

<u>Related Services</u>	School Year			
	2024		2024-25	
	Individual	Group	Individual	Group
Speech Therapy	\$ 58.00	\$ 35.00	\$ 58.00	\$ 35.00
Occupational Therapy	\$ 58.00	\$ 35.00	\$ 58.00	\$ 35.00
Physical Therapy	\$ 58.00	\$ 35.00	\$ 58.00	\$ 35.00
Counseling Services	\$ 58.00	\$ 35.00	\$ 58.00	\$ 35.00
Psychological Services	\$ 58.00	\$ 35.00	\$ 58.00	\$ 35.00
Teacher of Deaf	\$ 58.00	\$ 35.00	\$ 58.00	\$ 35.00
Teacher of the Visually Impaired	\$ 58.00	\$ 35.00	\$ 58.00	\$ 35.00
Music Therapy	\$ 58.00	\$ 35.00	\$ 58.00	\$ 35.00
Parent Training/Counseling	\$ 50.00	NA	\$ 50.00	NA
Assistive Technology Services	\$ 50.00	NA	\$ 50.00	NA
Coordination of Services	\$ 50.00	NA	\$ 50.00	NA
Interpreter/Translator	\$ 20.00	NA	\$ 20.00	NA
1:1 Teacher Aid	\$ 9.00	NA	\$ 9.00	NA
1:1 Teacher Assistant	\$ 10.00	NA	\$ 10.00	NA

All figures in the above table represent the **Rate/30 Minute Session** ~ Services will be pro-rated from the 30 Minute Session Rate

APPENDIX B

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

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

- A. Keep any records necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medical Assistance.
- B. On request, furnish the New York State Department of Health, or its designee, and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider to the Preschool County Agency.
- C. Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- D. Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and marital status.
- E. Abide by all applicable federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York.
- F. Provide services in accordance with Section 4410 of the New York State Education Department as amended and Part 200 of the Commission Regulations (SED).

Signature

Emily Herman

Printed Name

Superintendent

Title

Date Signed

Wyoming Central School District

Provider Agency (if applicable)

1225 State Route 19, PO Box 244, Wyoming, NY 14591

Provider Address

APPENDIX C

**COUNTY OF GENESEE
PRESCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (PSSHSP)**



STATEMENT OF REASSIGNMENT

Wyoming Central School District
(NAME OF PROVIDER)

By this reassignment, the above-named PROVIDER agrees:

- a. To permit the MUNICIPALITY to retain any Medicaid revenues received for services provided to a Medicaid eligible children.
- b. To accept as payment in full the contracted reimbursement rates for preschool related covered services.
- c. To not to bill Medicaid directly for any service billed by the MUNICIPALITY under this contract.
- d. To comply with all the rules and policies as described in the contract with the MUNICIPALITY for Preschool related services.

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

Authorized Signature

Superintendent

Title

Date Signed

APPENDIX D

**COUNTY OF GENESEE
PRESCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (PSSHSP)**



**CONSENT FOR RELEASE OF INFORMATION
TO ACCESS MEDICAID REIMBURSEMENT**

By signing this application, I understand and confirm that:

- I have been fully informed in my native language or other mode of communication that the granting of my consent to share information for the purpose of obtaining Medicaid reimbursement for the services provided per my child's Individualized Education Program (IEP) is voluntary and may be revoked at any time and that if I revoke my consent, it does not negate (undo) an action that occurred after my consent was given and before my consent was revoked.
- If I refuse consent to allow use of Medicaid insurance to pay for special education services, the school district must still provide all required special education services at no cost to me.
- The use of Medicaid insurance for special education services will not decrease the available lifetime coverage, increase premiums or lead to the discontinuation of benefits, result in my family paying for services required for my child outside of school that would otherwise be covered by the Medicaid program or otherwise diminish my family's insured benefits under the Medicaid program.
- I will not incur an out-of-pocket expense such as payment of a deductible or co-pay amount.

I, _____ (parent or person in parental relationship), as parent/guardian of _____ (Child's name), give permission to disclose information from my child's educational records to Local, State and Federal Agency representatives for the sole purpose of claiming Medicaid reimbursement for health related education services included in my child's Individual Education Program (IEP).

Signature of Parent or Person in Parental Relationship

Printed Name

Date Signed

APPENDIX E

COUNTY OF GENESEE

PRESCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (PSSHSP)



Schedule-LGS1: State Archives Record Administration (SARA)

NOTE: Section 300.624(b) of 34 CFR requires school districts and BOCES to destroy, at the parent's request pursuant to Section 300.624(a), "personally identifiable information" contained in these records, when this information "is no longer needed to provide educational services to the child." However, pursuant to Section 300.624(b), "a permanent record of the student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation." (See item no. 934, below, and item no. 948, in the Student Records subsection.) Such destruction may occur before the legal minimum retention period stated above has arrived, if it is conducted strictly according to the procedures outlined in federal regulations and guidelines provided by the federal Department of Education and the New York State Education Department's Office for Special Education Services.

School districts and BOCES should carefully determine what educational needs warrant retention of any records which parents might request be destroyed. In informing parents of their rights, school districts and BOCES may also wish to remind parents that certain records with personally identifiable information may be useful in the future to the parents or children for other purposes, such as for social security benefits or to qualify for future services from the New York State Office for People With Developmental Disabilities. To protect the school district or BOCES in the case of a future request for records destroyed at parental request, school officials should consider maintaining a record of any such destruction done at parental request with remaining records in the applicable set of records. For additional information, contact the State Education Department, Office of Special Education, Special Education Quality Assurance.

Individual Student Records

<p>* 1.[ED1 267]</p>	<p>Special education file of student (including both school-age students and preschool children) with a disability</p> <p>NOTE: This does not cover summary data found in the student's cumulative education record which are covered under item no. 948. Records documenting students' Career Development and Occupational Studies (CDOS) commencement credentials and Skills and Achievement Commencement Credentials for Students with Severe Disabilities are covered by item 948a in the Student Records subsection.</p>	
	<p>a. Student information sheet, most recent year's IEP (Individualized Education Program), evaluation record, student exit summary, and summary record (if created):</p> <p>NOTE: These records may be needed more than 6 years beyond the student's graduation or 21st birthday to verify previous disability, especially in connection with applications by former students for social security or other benefits. At the same time, unnecessarily long retention of these records may jeopardize the personal privacy safeguards contained in Section 300 of Title 34 of the Code of Federal Regulations. School districts and BOCES should weigh these concerns carefully and consult their attorney or counsel before establishing policy concerning retention of these records beyond their legal minimum retention periods.</p>	<p>RETENTION: 6 years after student graduates/would normally have graduated from high school or 6 years after student attains age 21, whichever is shorter</p>
	<p>b. Other special education records including but not limited to attendance record, copy of high school transcript or student progress reports, referral form, individual evaluations, IEP's (except most recent), behavior intervention plan (except most recent) parent communication, agency communication, and attendance/staff reports, behavior/staff changes records, test papers, psychologists' notes and "protocols," regardless of whether or not student is declassified from special education:</p> <p>NOTE: Health records should be filed in the student's health record in the Health subsection.</p>	<p>RETENTION: 6 years after date of payment to school district or BOCES</p>
	<p>c. Federal Medical Assistance records for Special Education and Case Management Services, including but not limited to all documentation, logs, surveys, reports, remittance statements and memoranda of advisements pursuant to the School Supportive Health Services Program (SSHSP) and the Preschool Supportive Health Services Program (PSHSP):</p>	<p>RETENTION: 6 years after date of payment to school district or BOCES</p>
<p>* 2.[ED1 365]</p>	<p>Records of special education "committee minutes," where needs of various students and their progress and problems are discussed, when significant information is transferred or posted to individual student special education records:</p> <p>NOTE: If significant information is not transferred or posted to the special education file for each individual student, then these records must be retained for 6 years after student graduates/would normally have graduated from high school or 6 years after student attains age 21, whichever is shorter, as per item no. 931a. Committees covered by this item include committees on special education, and subcommittees on special education.</p>	<p>RETENTION: 6 years</p>
<p>* 3.[ED1 271]</p>	<p>Referral service records of preschool student with a disability, including but not limited to intake information record, record of referral for services, follow-up review record, and correspondence:</p>	<p>RETENTION: 6 years</p>
<p>* 4.[ED1 366]</p>	<p>Basic record listing special education student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed, created pursuant to Section 300.624(b) of 34 CFR:</p>	<p>RETENTION: 6 years after student graduates/would normally have graduated from high school or 6 years after student attains age 21, whichever is shorter</p>
	<p>NOTE: This item covers the "basic record" for special education students which some schools maintain separate from the student's "permanent record card" (see item no. 948 in the Student</p>	

	<p>Records subsection). If information from this separate "basic record" is included in the student's "permanent record card", which must be retained permanently, then the retention period for this record is 0 after no longer needed. If the student's "permanent record card" does not, however, contain any reference to specific education status, then school districts and BOCES should consider retaining this record permanently. Federal regulations permit the maintenance of a "permanent record" containing this information "without time limitation." Schools which maintain a single</p> <p>"permanent record" for all students, including special education students, should use item no. 948, from the Student Records subsection, to authorize records disposition.</p>	
* 5.[ED1 367]	<p>Basic data on any student contained in an automated special education records system, including name, age, sex, personal identification (social security number or other number used to identify student), address, grade and/or class, type of disability, referral date, date service initiated, date of declassification, and level of service:</p> <p>NOTE: School districts and BOCES should consider permanent retention of the basic data elements of these special education records systems on an annual or biannual basis, such as at the beginning and/or end of the school year. This information may be useful for long-range planning purposes, such as projecting trends in special education needs and services. Contact the State Archives for additional advice in this area.</p>	RETENTION: 0 after no longer needed
* 6.[ED1 376]	Documentation of regular updates made to basic data contained in special education data file, such as covering corrections, deletions or additions to data:	RETENTION: 1 year

Financial Tracking and Reporting

* 1.[ED1 268]	State agency notification to school district identifying student with a disability placed in residential facility (State Education Department STAC [System for Tracking and Accounting for Children] 200 Form or equivalent) prepared by state agency other than State Education Department:	RETENTION: 6 years after notice superseded, or student attains age 21, whichever is shorter
* 2.[ED1 269]	Commissioner of Education approval for providing and funding special education services (State Education Department STAC [System for Tracking and Accounting for Children] 3 Form or equivalent), identifying child, services provider, and type, duration and cost of services:	RETENTION: 6 years
* 3.[ED1 270]	Federal assistance records for special education, including but not limited to application, advisement, eligible student survey form, reports, statement of payment and memorandum of instruction:	RETENTION: 6 years

Program Administration

* 1.[ED1 368]	Plans prepared in relation to providing special education services	
	a. School district annual or biennial plan outlining special program and education services, required by Section 200.2(c) of 8NYCRR:	RETENTION: PERMANENT
	b. Special education space requirement plan developed by BOCES, including related correspondence and any amendments:	RETENTION: 6 years after superseded
* 2.[ED1 369]	Reports relating to special education program (not covered by other items on this Schedule)	
	a. Summary reports of student data:	RETENTION: 6 years
	b. Annual and other reports covering the evaluation, referral, placement and review processes, and I.E.P. (Individual Education Program) development:	RETENTION: 6 years

* 3.[ED1 370]	Waivers permitting a school district or BOCES to implement an innovative special education program, along with applications, correspondence, reports and all related records	
	a. Waiver granted on a annual basis:	RETENTION: 6 years
	b. Waiver granted on a permanent basis:	RETENTION: 6 years after expiration
	c. Annual or other reports submitted to New York State Education Department (SED) regarding operation and evaluation of the program:	RETENTION: 6 years
* 4.[ED1 371]	Records of special education program monitoring by New York State Education Department (SED), including but not limited to monitoring report, response and records of any resulting action taken:	RETENTION: 6 years after date of most recent entry in record, or until the next program review is completed, whichever is later

Miscellaneous

* 1.[ED1 372]	Census and register of students with disabilities residing in school district, eligible to attend school or pre-school special education program:	RETENTION: 6 years
	NOTE: This item does not cover the school census listing all persons of school age residing in the district which is covered by item no. 956, found in the Student Records section, Student Information Systems and Related Records subsection. If the general school census and the census and register of students with disabilities are one and the same record, follow the instructions given under item no. 956.	
* 2.[ED1 373]	Lists maintained in relation to providing special education services, including but not limited to list of names and resumes of impartial hearing officers, list of free or low-cost legal and other relevant services, list of public and private agencies and other professional resources where independent evaluations may be obtained, list of potential surrogate parents, and list of preschool programs:	RETENTION: 6 years
	NOTE: This does not cover the register, census or list of students with disabilities, which is covered by item no. 944.	
* 3.[ED1 374]	Requests for access to special education records	
	a. Requests for access by parents and authorized employees:	RETENTION: 1 year
	b. All other requests, maintained pursuant to Section 300.563 of 34 CFR, including name of party requesting access, date access denied or granted, and purpose for which access is requested:	RETENTION: 5 years
* 4.[ED1 375]	Records of special education testing of students, where students are NOT classified as requiring special education	
	a. Lists of students tested but not classified:	RETENTION: 6 years
	b. Records relating to individual student not classified, including but not limited to referral, results of testing and evaluation report:	RETENTION: 0 after student attains age 21, but not less than 6 years

APPENDIX F

HIPAA BUSINESS ASSOCIATE AGREEMENT

(Reviewed February 4, 2021)

This Business Associate Agreement (“Agreement”) by and between County of Genesee having its business address at 3837 West Main St. Rd., Batavia, NY 14020 (“Covered Entity”) and Wyoming Central School District, having its business address at 1225 State Route 19, Wyoming, NY 14591 (“Business Associate”) is effective as of the date of the Service Agreement (defined below) (the “Agreement Effective Date”).

RECITALS

A. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of an agreement whereby Business Associate will provide certain services to or perform functions on behalf of Covered Entity (the “Service Agreement”).

B. Business Associate may have access to information, some of which may be Protected Health Information (“PHI”) as defined below, in fulfilling its responsibilities under the Service Agreement.

C. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104.191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “Privacy and Security Rules”); and with the requirements of Subtitle D the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 (Public Law 111-5) 42 U.S.C. Sections 17921-17954 (“HITECH”) and other applicable laws.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

a. **Breach** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under HIPAA which compromises the security or privacy of PHI. 45 CFR §164.402.

b. **Business Associate** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to 45 CFR §160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to 45 CFR §160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §164.501. Subject to the foregoing, a Designated Record set means: (1) a group of records maintained by or for a covered entity that is: (i) the medical

records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about individuals.

f. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside the entity (i.e. covered entity or business associate) holding the information. 45 CFR §160.103.

g. **Electronic Health Record** is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. 45 CFR §160.103.

h. **Electronic Protected Health Information or "EPHI"** means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI. 45 CFR §160.103.

i. **Health Care Operations** shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §164.501.

j. **Individual** shall have the same meaning as the term "Individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

k. **Limited Data Set** means information that excludes names, postal address (other than town, city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan beneficiary numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.

l. **Personal Health Record** is an electronic record of an individual's health information by which the individual controls access to the information and may have the ability to manage, track, and participate in their own health care.

m. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR §§160 and 164.

n. **Protected Health Information or "PHI"** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual, and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, (iii) that is transmitted by electronic media, maintained in electronic media or transmitted or maintained in any other form or medium; and (iv) shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §160.103.

o. **Secured PHI** means PHI that is unusable, unreadable, or indecipherable to unauthorized individuals. HHS guidance states there are only two methods for making PHI secured: encryption and destruction.

p. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. 45 CFR §164.304.

q. **Unsecured Protected Health Information** means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals.

r. **Use** means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information within an entity (i.e. covered entity or business associate) that maintains such information. 45 CFR §160.103.

2. Obligations of Business Associate.

a. **Permitted Uses.** Business Associate shall use and/or disclose PHI only as permitted or required by this Agreement or as otherwise required by HIPAA, HITECH, and applicable state law. Business Associate acknowledges that certain sections of the Privacy Rule, the Security Rule and the HITECH Act apply directly to Business Associate in the same manner as they apply to Covered Entity and agrees to comply with such rules and regulations as applicable. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA or HITECH if so used by Covered Entity, except that Business Associate may use PHI (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, (iii) to report violations of law to appropriate federal and state authorities consistent with 45 CFR §164.502(j)(1), or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

b. **Permitted Disclosures.** Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA or HITECH if disclosed by Covered Entity, except that Business Associate may disclose PHI (i) in a manner permitted pursuant to this Agreement, (ii) for the proper management and administration of Business Associate; (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

c. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement, HIPAA, HITECH and state law and to protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of Covered Entity.

d. **Reporting of Improper Use or Disclosure.** Business Associate shall report to Covered Entity in writing any Security Incident, unauthorized access of PHI, Use or Disclosure of PHI otherwise than as provided for by this Agreement, Breach involving Unsecured PHI, or any known pattern of activity or practice that constitutes a material breach of this Agreement, within two (2) business days of becoming aware of such improper Use or Disclosure, unauthorized access, Security Incident or Breach. In the event of a Breach, if the identity and/or contact information of all such Individuals is not known, Business Associate must nevertheless notify Covered Entity of the Breach within the two (2) business day timeframe and provide additional information concerning the identification of affected Individuals as soon as it is available. Business Associate shall: (i) take prompt action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Agreement and state or federal law; (ii) take additional action to mitigate as requested by Covered Entity;

and (iii) upon request, assist Covered Entity in the performance of a risk assessment to determine if a Breach has occurred.

e. **Business Associate's Agents/Subcontractors.** Business Associate may disclose PHI to and permit the use of PHI by its employees, contractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services for or on behalf of Covered Entity. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

f. **Access to PHI.** Business Associate shall make PHI maintained by Business Associate or its agents or subcontractors in Designated Records Sets or in an Electronic Health Record available to Covered Entity for inspection and copying to enable Covered Entity to fulfill its obligations under HIPAA, HITECH or other applicable laws.

g. **Amendment of PHI.** Business Associate or its agents or subcontractors shall make PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH or other applicable laws.

h. **Accounting Rights.** Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH or other applicable laws. Business Associate agrees to implement a process that allows for an accounting to be documented, collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record.

i. **HIV/AIDS.** If HIV/AIDS information is to be disclosed, Contractor acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F

j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Covered Entity's PHI, and relating to security incidents involving Covered Entity's Electronic PHI, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with HIPAA and HITECH.

k. **Minimum Necessary.** Business Associate and its agents or subcontractors shall only request, use and disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure.

l. **Retention of PHI.** Notwithstanding Section 3(d) of this Agreement, Business Associate and its subcontractors or agents shall retain the information required under Section 2(h) of this Agreement for a period of six (6) years after termination of this Agreement.

m. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or Disclosure of PHI and the implementation of appropriate security safeguards

pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement.

3. Obligations of Covered Entity.

- a. Provide Business Associate with Covered Entity's notice of privacy practices for PHI, and notice of any changes thereafter;
- b. Notify Business Associate of any changes in or revocation of permission by individuals to Use or Disclosure their PHI, if such changes affect Business Associate's permitted or required Uses or Disclosures;
- c. Notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to under HIPAA or HITECH; and
- d. Notify Business Associate of any laws or regulations applicable to Covered Entity with which Business Associate must comply in fulfilling Business Associate's obligations under this Business Associate Agreement and the Services Agreement.

4. Term and Termination.

- a. **Term.** This Agreement shall become effective on the Agreement Effective Date and shall continue until terminated by Covered Entity or until the Service Agreement expires or is terminated. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Sections 2, 4, 5, 6, 7, 8, 9 and 10 of this Agreement.
- b. **Material Breach.** A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by Covered Entity.
- c. **Reasonable Steps to Cure Breach.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under HIPAA, HITECH, the provisions of this Agreement or the Service Agreement and does not terminate the Agreement, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall terminate the Agreement and the Service Agreement, if feasible. If Business Associate knows of a pattern of activity or practice of subcontractor that constitutes a material breach or violation under this Agreement, Business Associate must take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the Business Associate must terminate the Subcontractor Agreement if feasible. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of subcontractor that Business Associate believes constitutes a material breach or violation of subcontractor's obligations under the Subcontractor Agreement within five (5) days of discovery and shall meet with subcontractor to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- d. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c) and 2(e) of this

Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Limitation on Liability. Covered Entity will not be liable to Business Associate or any other person for any consequential, incidental, punitive or other damages arising from or relating to the PHI (including but not limited to errors or omissions in the PHI) or for Covered Entity's performance or failure to perform under this Agreement.

6. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other party and its respective employees, directors, officers, subcontractors, and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees) arising from or in connection with any Breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by the indemnifying party or its employees, directors, subcontractors, or agents. This indemnification obligation shall survive the expiration or termination of this Agreement.

7. Injunction. Covered Entity and Business Associate agree that any violations of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this section shall survive the expiration or termination of this Agreement.

8. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, HITECH or state law will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

9. Amendment.

a. **Written Amendment Required.** This Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

b. **Amendment to Comply with Law.** The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH, and other applicable laws relating to the security or confidentiality of PHI.

10. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

11. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

12. Independent Contractor Relationship. This Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors.

Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

13. Notice. Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

TO: COVERED ENTITY:

Genesee County Health Department
3837 West Main St. Rd.
Batavia, NY 14020

TO: BUSINESS ASSOCIATE:

Wyoming Central School District
1225 State Route 19
Wyoming, NY 14591

14. Severability. If any section or portion of this Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Agreement.

15. Interpretation. The terms and conditions of this Agreement shall supersede any conflicting terms and conditions in the underlying Service Agreement (as amended from time to time) between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, and applicable laws. The parties agree that any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, and applicable laws.

APPENDIX G

GENESEE COUNTY CONTRACTOR FRAUD PREVENTION POLICY (With Deficit Reduction Provisions)

I. INTRODUCTION.

Genesee County is committed to preventing health care fraud and abuse and complying with applicable state and federal fraud and abuse laws. To ensure compliance with such laws, Genesee County has mechanisms in place to detect and prevent fraud, waste, and abuse. It also supports the efforts of federal and state authorities in identifying fraud, waste and abuse. This policy provides information to the County's contractors and agents providing services and supplies to the Genesee County about the County's procedure to detect fraud, waste and abuse, including: 1) how to report concerns internally; 2) an overview of the Federal Civil False Claims and Program Fraud Civil Remedies Acts and applicable state laws; and 3) whistleblower protections, as required by the Deficit Reduction Act of 2005 and the Fraud Enforcement and Recovery Act of 2009. Questions regarding this policy should be directed to the Genesee County's Compliance Officer.

A copy of this policy can be found on the Genesee County's webpage and shall be provided to all new contractors and agents providing Medicaid or Medicare health care items or services for which payments are made. All such contractors and agents shall be required to sign a statement of certification that they have been informed of the County's policy and procedure. Information on the County's False Claims Act policy can also be found in the Compliance Plan.

II. FRAUD AND ABUSE LAWS.

A. FEDERAL LAWS

1. *Federal False Claims Act and Reverse False Claims Amendment.*

The Federal False Claims Act ("FCA") imposes liability on any person who submits a claim to the federal government that he/she knows (or should know) is false. The FCA also imposes liability on an individual who: i) knowingly submits a false record obtain payment from the government; or ii) obtains money from the federal government to which he/she may not be entitled, and then uses false statements or records in order to retain the money. In addition to having actual knowledge that the claim is false, a person who acts in reckless disregard or in deliberate ignorance of the truth or falsity of the information can also be found liable under the FCA.

The Fraud Enforcement and Recovery Act of 2009 amended the Federal False Claims Act to include liability if payment to the government is withheld without falsity or use of a record or statement by any person who:

"knowingly makes, uses or causes to be made or caused, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government."

Proof of specific intent to defraud is not required. However, honest mistakes or mere negligence are not the basis of false claims. The FCA provides for civil penalties of five thousand five hundred dollars and eleven thousand dollars per false claim plus three times the amount of damages that the governmentsustains.

2. ***Federal Program Fraud Civil Remedies Act of 1986.*** The Federal Program Fraud Civil Remedies Act of 1986 is a statute that establishes an administrative remedy against any person who presents or causes to be presented a claim or written statement that the person knows or has reason to know is false, fictitious, or fraudulent due to an assertion or omission to certain federal agencies (including the Centers for Medicare and Medicaid Services). The word "claim" in the statute includes any request or demand for property or money, e.g., grants, loans, insurance or benefits, when the United States Government provides or will reimburse any portion of the money.

The Federal government may investigate and, with the Attorney General's approval, commence proceedings if the claim is less than one hundred and fifty thousand dollars. The Act provides for civil monetary sanctions to be imposed in administrative hearings, including penalties of five thousand five hundred dollars per claim and an assessment, in lieu of damages, of two times the amount of the original claim.

B. STATE LAWS

1. ***New York False Claims Act.*** A person may not knowingly present a false claim to a state or local government or make a false record or statement to ensure payment of a false claim by a state or local government, or use a false statement to decrease an obligation to pay money to a state or local government. Honest mistakes or mere negligence are not the basis of false claims. The New York False Claims Act provides for civil penalties of between six thousand dollars and twelve thousand dollars plus three times the amount of damages which the state and/or local government sustains.

2. ***False Statements Law.*** It is illegal for a person or corporation to use false statements to obtain (or try to obtain) public funds for Medicaid services or supplies, and such conduct may result in damages and monetary penalties.

3. ***Martin Act for Health Care Fraud.*** The Martin Act adds provisions to the New York Public Health Law with a broad definition of fraudulent practices that allows the Attorney General to investigate and criminally prosecute health care fraud. This law also permits the Attorney General to investigate health care fraud by compelling witnesses to be examined under oath, issuing subpoenas for documents, impounding records and requiring the cooperation of other public officers.

4. ***Mandatory Compliance Programs.*** The New York Social Services Law requires certain Medicaid providers to establish and implement a compliance plan. The affected Medicaid providers include Article 28 providers (hospitals, skilled nursing facilities, diagnostic and treatment centers), Article 36 providers (licensed and certified agencies, long term care and AIDS home health care programs), and Articles 16 and 31 Mental Hygiene providers. In addition, all health care providers "*for which Medicaid is a substantial portion of their business operations*" must adopt and implement compliance programs.

5. ***New York Anti-Kickback Law.*** Medicaid providers shall not accept or give (or agree to accept or give) anything in exchange for the referral of Medicaid services or to purchase, lease or order any Medicaid good, facility, service or item.

6. ***New York Self-Referral Prohibition.*** Certain practitioners are not allowed to refer clients/patients to health care providers when the practitioner, or the practitioner's immediate family

member, has a financial relationship with such health care provider. This law applies to practitioners who order clinical laboratory, pharmacy, radiation therapy, physical therapy or x-ray or imaging services. There are a number of exceptions to this prohibition which may make such referrals acceptable.

7. ***Misconduct for New York Licensed Professionals.*** It is misconduct for licensed professionals to engage in the following activities. Violation of the following laws may also constitute a violation of the federal or state False Claims Acts.

i. Willfully or grossly negligently failing to comply with substantial provisions of Federal, state or local laws rules or regulations governing the practice of the profession;

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

iii. Medical professionals may not: a) directly or indirectly give or receive (or agree to give or receive) anything for the referral of a client/patient or in connection with performing medical services; b) permit anyone to share in the fees for professional services, other than a partner, employee, associate in a professional firm or corporation, professional subcontractor or consultant, or legally authorized trainee. c) directly or indirectly split a fee for goods, services or supplies prescribed for medical diagnosis, care or treatment or receive a credit, commission, discount or gratuity in connection with the furnishing of professional care or service; d) permit anyone to share in their fees for medical services, except for a partner, employee, associate in a professional firm or corporation, professional subcontractor or consultant authorized to practice medicine, or a legally authorized trainee.

8. ***New York Penal Law Health Care Fraud Provisions.*** Health Care Fraud in the first through fifth degrees is included in the New York State Penal Law for filing false claims.

9. ***New York Penal Law Insurance Fraud Provisions.*** Insurance Fraud in the first through sixth degrees is included in the New York State Penal Law for filing false claims for insurance payments.

III. WHISTLEBLOWER PROTECTION.

A. FEDERAL LAW

Employees may bring a civil action in the name of the government for a violation of the federal False Claims Act. These individuals, known as "*qui tam* relators," may share in a percentage of the proceeds from a False Claims Act action or settlement. The FCA provides for protection for employees from retaliation. An employee who is discharged, demoted, suspended, threatened, harassed, or discriminated against in terms and conditions of employment because of lawful acts conducted in furtherance of an action under the False Claims Act may bring an action seeking reinstatement, two times the amount of back pay plus interest, and other enumerated costs, damages, and fees. However, if the employee brings an action against an employer that has no basis in law or fact, or is primarily for harassment, the employee bringing the lawsuit may have to pay the employer its fees and costs.

B. STATE LAW

New York State Law also provides that employers are not able to retaliate against employees who disclose to a supervisor or to a public body (only after disclosing to a supervisor and allowing time for the company to correct such issue) an instance of health care fraud by the employer, who provide information before a public body investigating potential health care fraud by the employer, or who refuse to participate in a practice in violation of a law. This law also provides protections for employers against employees who bring an action under the law without basis in law or in fact.

IV. DETECTION AND PREVENTION OF FRAUD, WASTE AND ABUSE.

Genesee County maintains an anonymous compliance hotline to accept calls from Contractors and agents concerning suspected fraud and abuse. Contractors and agents are encouraged to report any issues of concern to the compliance hotline. Genesee County has personnel dedicated to conducting periodic internal audits of its compliance with state and federal fraud and abuse laws.

V. WHAT TO DO IF AN INDIVIDUAL SUSPECTS FRAUD, WASTE OR ABUSE HAS OCCURRED.

If a contractor or agent believes fraud, waste or abuse has occurred, they are encouraged to:

1. Contact their immediate supervisor, administrator and report the facts and call the County's Compliance Officer or Compliance Hotline.
2. A report may also be made by the contractor or agent directly to the Department of Justice or the New York State Office of the Medicaid Inspector General. However, the contractor or agent should first consider reporting suspected fraud, waste or abuse to the County to allow it to quickly address potential issues.
3. Genesee County will not retaliate against any personnel for informing it or the federal or state government of a possible violation of law.

Contractors or agents with questions regarding this policy should contact the Compliance Officer Genesee County Compliance Officer at (585) 344-2550.

APPENDIX H

Genesee County, NY

**Vendor/Contractor Certification of Receipt and Agreement with Terms and
Conditions of Business Associate Agreement and
Compliance with Deficit Reduction Act/False Claims Act &
Excluded Person(s) Requirements**

1. I (on behalf of myself and/or as an authorized representative of the organization below) have never arrested for or convicted of any criminal offense and have not been excluded, debarred, suspended, or otherwise determined to be ineligible to participate as a provider or employee or agent of a provider of health care services associated with any federal, state, local, or private health care insurance program.

2. I agree (on behalf of myself and/or as an authorized representative of the organization below) that I will notify the Compliance Officer of Genesee County, Genesee County Compliance Officer, 7 Main St, Batavia, NY 14020, verbally within twenty-four (24) hours and in writing within two (2) days of receiving notice that I am and/or our organization is in jeopardy of losing any certification, license, approval, and/or authorization to operate as a federal, state, municipal and/or private provider of medical supplies and/or services, and/or notice of suspension, exclusion, or termination of participation in any federal or state health care program, including, but not limited to, Medicare and Medicaid.

3. I acknowledge that I (on behalf of myself and/or as an authorized representative of the agency) have/has received copies of Genesee County's Fraud Prevention Policy as required by the federal Deficit Reduction Act of 2005 with 2009 updates and Business Associate Agreement I agree that I and/or employees of my organization that have contact with Genesee County will review these Policies and agree to abide by them. If I am signing on behalf of my organization, I understand that I have a continuing obligation to provide this information to any employees who join my organization after I sign this certification.

**COUNTY OF GENESEE:
DEPARTMENT OF HEALTH**

WYOMING CENTRAL SCHOOL DISTRICT

By: _____

By: _____

Print Name: Paul A. Pettit, MSL

Print Name: Emily Herman

Title: Public Health Director

Title: Superintendent

Date: _____

Date: _____

13204116

APPENDIX I

INSTRUCTIONS FOR COUNTY OF GENESEE STANDARD INSURANCE CERTIFICATE

I. INSURANCE

- A. Shall be procured and a certificate and police endorsement delivered before commencement of work or delivery of merchandise or equipment.
- B. County of Genesee shall be named as "additional insured."
- C. Shall evidence coverage of compliance with all specifications in the contract.
- D. Coverage is from an A.M. Best rated "secured" New York State licensed insurer.

II. CERTIFICATE OF INSURANCE/POLICY ENDORSEMENT

- A. The ACORD form shall be used with the following conditions met on the form:
 - 1. "County of Genesee" to be names as additional insured,
 - 2. Cancellation Notice: Prior to non-renewal or material change in or cancellation of these policies at least thirty (30) days advance written notice shall be given to the County of Genesee Purchasing Director,
- B. A policy endorsement will be provided along with the ACORD Certificate of Insurance
 - 1. The completed certificate and policy endorsement shall be mailed to the County of Genesee Purchasing Director.

III. WORKERS COMPENSATION/DISABILITY FORMS:

- A. Workers Compensation/Disability form(s) must be filed separately using the appropriate State required form(s). An ACORD is not acceptable.

IV. MINIMUM COVERAGE

- A. Use the following chart to determine minimum coverage requirements.
- B. Bid specifications, particular contracts, leases or agreements may require increase limits and/or additional coverages. Those requirements supersede the requirements provided in this document.

VENDOR CLASSIFICATION	A	B	C	D	E	F	G
	Construction & Maintenance	Purchase of Lease of Merchandise or Equipment	Professional Services	Property Leased to Others Or Use of Facilities or Grounds	Concessionaire Services	Livery Services	All Purpose Public Entity Contracts
COMP. GENERAL LIABILITY	\$1,000,000 CSL \$2,000,000 Aggregate INCLUDE	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate INCLUDE	\$1,000,000 CSL \$2,000,000 Aggregate INCLUDE	\$1,000,000 CSL \$2,000,000 Aggregate INCLUDE	\$1,000,000 CSL \$2,000,000 Aggregate INCLUDE	\$1,000,000 CSL \$2,000,000 Aggregate INCLUDE
- Prem. & Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Compl. OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractor	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form Property Damage	INCLUDE	Comprehensive Form not Required					
- X, C, U	INCLUDE	Comprehensive Form not Required					
- Personal Injury		Comprehensive Form not Required	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
AUTO LIABILITY	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$5,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess or Umbrella Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Workers Comp & Employers Liab	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
DISABILITY BENEFITS	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
PROFESSIONAL LIABILITY			\$1,000,000				

Note: Bid specifications, particular contracts, leases or agreements may require increase limits and/or additional coverages.

GENESEE COUNTY INSURANCE REQUIREMENTS

Instructions for County of Genesee Standard Insurance Certificate:

1. Notwithstanding any terms, conditions or provision in any other writing between the parties, the contractor/facility user hereby agrees to effectuate the naming of:
County of Genesee
7 Main Street
Batavia, NY 14020
As an unrestricted additional insured on the contractor's/facility user's insurance policies, with the exception of worker's compensation and professional errors and omissions.
2. The contractor/facility user must provide an additional insurance policy endorsement.
 - a. Contractors: policy endorsement form CG 20 10 11 85
 - b. Facility User: policy endorsement form CG 20 26
3. The policy naming the County of Genesee as an additional insurance shall:
 - a. Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - b. Contain a thirty (30) day notice of cancellation.
4. The following items shall be addressed in the Certificate of Insurance:
 - a. Coverage must comply with all specifications of the contract.
 - b. Insurers are licensed in New York State.
 - c. Genesee County is named as the "additional insured" (for the purposes of coverage but not the payment of premium).
 - d. Policy endorsement naming county as additional insured is provided.
 - e. Correct additional insured/certificate holder is named – must say "County of Genesee".
 - f. Insurance policy term is current.
 - g. There are no unacceptable exclusions or condition listed on the certificate.
 - h. Certificate is signed.
5. Workers' Compensation Coverage will be required for anyone doing any kind of work for Genesee County. This includes self-employed individuals. Genesee County may waive this requirement for sole proprietors or principals.
6. The ACORD Certificate, Workers' Compensation and Disability forms, including any Surety Bonds, must all be on file before any work begins and/or any payments can be made.
7. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications contract, lease or agreement. The alternative specifications should be evidenced on the certificate.

December 1, 2008

WORKERS' COMPENSATION REQUIREMENTS UNDER WORKER'S COMPENSATION LAW §57

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST** provide **ONE** of the following forms to the government entity issuing the permit or entering into a contract:

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

*Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us, under the heading "Forms". Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract. **OR***

- B) C-105.2 – Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 – Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **MUST** provide **ONE** of the following forms to the entity issuing the permit or entering into a contract:

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

*Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us, under the heading "Forms". Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract. **OR***

- B) DB-120.1 – Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); **OR**
- C) DB-155 – Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

Please note that for building permits **ONLY**, certain homeowners of 1, 2, 3 or 4 family owner-occupied residences serving as their own General Contractor may be eligible to file Form BP-1 (The homeowner obtains this form from either the Building Department or on the Board's website, www.wcb.state.ny.us, under the heading "Forms").

2024 - 2025 School Year Bus Drivers

Rudd Wetherwax

Michelle Grefrath

Traci Hoffman

Keith Kruppner

Kristen Wysocki

Mark Bissell

Amy Terry

Kerri Griffith

Bus Aide/Monitors

Traci Hoffman

Kerri Griffith



Sales and Service

BUFFALO NY BRANCH
700 AERO DRIVE
BUFFALO, NY 14225
Phone: 716-829-1700

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
WYOMING CENTRAL SCHOOL ACCOUNTS PAYABLE 1225 STATE RTE. 19 PO BOX 244 Wyoming, NY 14591	Contact: Tim Anderson Phone: 585 322-5375 Fax: 585 495-6341 Cust Id: 500558	Quote Date: 26-JUL-24 Quote Expires: 25-OCT-24 Quote Num: 229470 Quoted By: John D Prill Quote Term: 3 Year(s)

Site Information

1	WYOMING CENTRAL SCHOOL	1225 STATE ROUTE 19	WYOMING	NY	14591
---	------------------------	---------------------	---------	----	-------

<u>Site Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	WYOMING CSD ONAN	GENSET	150 GGLB-4171069/H	C100106222	ST

<u>Site Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	WYOMING CSD FULL SERVICE	3	802.63	2,407.89
	INSPECTION	3	465.79	1,397.37

Generator Planned Equipment Maintenance Quote

Service/Scheduled Month -
Based on previous PM schedule, services are tentatively scheduled for:

FULL SERVICE IN OCTOBER OF 2024.
INSPECTION IN APRIL OF 2025.

FULL SERVICE IN OCTOBER OF 2025.
INSPECTION IN APRIL OF 2026.

FULL SERVICE IN OCTOBER OF 2026.
INSPECTION IN APRIL OF 2027.

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Dan Prill, Cummins Inside Sales at john.prill@cummins.com, Phone: 651-286-2223

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

Opt IN to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

Payment Info



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
WYOMING CENTRAL SCHOOL ACCOUNTS PAYABLE 1225 STATE RTE. 19 PO BOX 244 Wyoming, NY 14591	Contact: Tim Anderson Phone: 585 322-5375 Fax: 585 495-6341 Cust Id: 500558	Quote Date: 26-JUL-24 Quote Expires: 25-OCT-24 Quote Num: 229470 Quoted By: John D Prill Quote Term: 3 Year(s)

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# _____ Dollar amount of PO _____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:
P.O. Box 772639
Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:

Matthew Barkley - Territory Manager, Buffalo
Cell: 315-481-4232 Matthew.Barkley@cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

Standard Agreement Amount	\$3,805.26
Proposal Total	\$3,805.26

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.



Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address

WYOMING CENTRAL SCHOOL
ACCOUNTS PAYABLE
1225 STATE RTE. 19
PO BOX 244
Wyoming, NY 14591

Customer Contact

Contact: Tim Anderson
Phone: 585 322-5375
Fax: 585 495-6341
Cust Id: 500558

Quote Information

Quote Date: 26-JUL-24
Quote Expires: 25-OCT-24
Quote Num: 229470
Quoted By: John D Prill
Quote Term: 3 Year(s)

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes to which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. **AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.**

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price thereof.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. **ANY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. TERMINATION FOR DEFAULT. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is written and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

15. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

16. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

17. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional - Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

2024 - 2025 School Year Bus Drivers

Rudd Wetherwax

Michelle Grefrath

Traci Hoffman

Keith Kruppner

Kristen Wysocki

Mark Bissell

Amy Terry

Kerri Griffith

Bus Aide/Monitors

Traci Hoffman

Kerri Griffith