



WYOMING CENTRAL SCHOOL BOARD OF EDUCATION
REGULAR MEETING

June 10, 2025

7:00 PM

- I. Call to Order, Roll Call, Pledge of Allegiance
- II. Agenda: Additions or Deletions 1 ____ 2 ____
- III. Public Forum
- IV. Presentations
 - A. SRO presentation
- V. Board Discussion
- VI. Reports
 - A. President
 - B. Superintendent
 - 1. Safety Plan and Code of Conduct will be posted July 1, 2025 for public review and comment. Public hearing on both will be in August, pending approval.
 - C. Treasurer
- VIII. Consent Items 1 ____ 2 ____
 - A. Approve minutes of the 5/13 /25 regular meeting
 - B. Approve Treasurer Report & Budget by Function-April 2025
 - C. Adopt resolution regarding Notre Dame's request for Wyoming Resident, Nikolai Jafari, to enroll in BOCES CTE for the 2025 - 2026 school year.
 - D. Approve Agreement By and Between Liberty Resources Psychology, Physical, Occupational and Speech Therapy PLLC and Wyoming Central School District
 - E. Approve Appleumpkin Festival request for 2025
 - F. Approve Superintendent of Schools as the Purchasing Agent for 2025-2026.
 - G. Approve to authorize the Superintendent of Schools and the School Treasurer to make year-end transfers of monies from the General fund balance to reserve accounts and/or from reserve accounts to the General fund balance with actual amounts and accounts to be recognized by the Board of Education at a later time.
 - H. Approve Lease Agreement for Classroom Space between Wyoming CSD and GLSW BOCES for 2025-2026

- I. Approve BOCES AS07 Contract
- J. Approve Cooperative Electricity Supply Bid
- K. Approve the prepared list of items presented as obsolete
- L. Approve 2025-2027 agreement between Wyoming CSD and the Genesee County Health Department to provide Related Services for the Genesee County Preschool Supportive Health Services Program

IX. Old Business

- A. Annual Vote and Election May 20, 2025 results
- B. Approve corrected Music Therapy Agreement 1___ 2___

X. New Business 1___ 2___

- A. Approve PTO donation of cupcakes for the 8th grade graduation 1___ 2___
- B. Approve Policy Committee Meeting on 7/8/25 at 6:30 pm 1___ 2___
- C. Approve Public Hearing August 12, 2025 for Code of Conduct and School Safety Plan 1___ 2___

XI. Executive Session 1___ 2___

XII. Personnel 1___ 2___

A. Substitute Appointments

- 1. Approve List of Substitutes for 2025-2026
- 2. Approve Heidi Dills as Substitute Teacher, Teacher's Assistant, Teacher's Aide, School Monitor, and Clerical

B. Probationary Appointments

C. Permanent Appointments

D. Resignations

- 1. Accept letter of resignation dated June 30, 2025

E. Other

- 1. Approve WTA Collective Bargaining Agreement
- 2. Approve amended Terms and Conditions
- 3. Approve Kristina Baker as Summer Reading Teacher at the rate of \$43.00/hour.
- 4. Approve Summer Bus Driver at the rate of \$31.19/ hour
- 5. Approve Co-Curricular Positions for 2025-2026
- 6. Approve provisional school secretary effective July 1, 2025 pending fingerprint clearance and civil service requirements.

XIII. CPSE/CSE

1____ 2____

XIV. Adjournment

1____ 2____

**WYOMING CENTRAL SCHOOL
WYOMING, NEW YORK
BOARD OF EDUCATION
REGULAR MEETING**

MAY 13, 2025

Members present: Kaitlyn Bush, Benjamin Chamberlain, Desiree Fioramonte, Barry True, Nicole White

Members absent: Haley Tygart, Jordan Wetherwax

Others present: Emily Herman, Joelle Stroud, Nancy Norton

Guests: Deb Maples, Marie May, Meghan Barker, Olivia Lamar, Jessie Romasser, Angela Fuller, Erica Miller

Call to Order: The meeting was called to order at 7:00 pm by Mr. Chamberlain, Board President.

Approval of Agenda: Resolved, the Board approves the agenda, with the addition of the 8th Grade Trip in Presentations, on motion by Mr. Chamberlain and second by Mr. True.

Yes-5 Bush, Chamberlain, Fioramonte, True, White

No-0

Motion approved.

Public Forum: None.

Presentations: Ski Club, Pageturners, 6th Grade, SAT, CDEP, RTI, 8th Grade Trip

Board Discussion: None.

Reports: President – none.

Superintendent – Pre-K Screening for 2025-2026 will take place on 5/16/25. The positions of School Secretary and Special Education Teacher have been reposted.

Treasurer – none.

Consent Items: Resolved, the Board approves items A. – P. on motion by Mrs. Bush and second by Mrs. Fioramonte:

A. Approve minutes of the 4/22/25 regular meeting

B. Approve Treasurer’s Report, Budget by Function, and Budget Transfers for March 2025

C. Approve Response to Intervention Plan

D. Approve Summer Reading Program – 10 hours/week

E. Approve Agreement between Wyoming Central School District and Music Therapy Pathway-Creative Arts Therapy PLLC, 80 South Main St., Oakfield, NY, commencing October 21,2025 and will terminate on August 31, 2026.

F. Approve Agreement to Provide Speech Therapy Services between Elizabeth A. Fox and Wyoming Central School District effective July 1, 2025 through June 30, 2026

G. Approve 2025-2026 Service Provision Contract between Clinical Associates of the Finger Lakes ("CAFL") and Wyoming Central School District from 7/7/25 through 6/26/26

H. Approve Resolution allowing the ROC Team to negotiate DPA's on behalf of Wyoming CSD for the 2025-2026 fiscal year.

I. Approve Annual Reorganization Meeting on 7/8/25 at 7:00 PM in the school conference room.

J. Accept \$300 donation from Warsaw Soccer Club

K. Accept donation of books from PTO

L. Approve Occupational Therapy Service Agreement between Necole M. Hubbard, OTR-L and Wyoming Central School District for 2025 summer services.

M. Approve AIA Document Agreement between Wyoming CSD and Holdsworth Klimowski Construction, LLC, General Trades(GC) for the 2023 Capital Improvements Project.

N. Approve AIA Agreement between Wyoming Central School District and Concord Electric Corp., Electrical Work (EC) for the 2023 Capital Improvements Project.

O. Approve AIA Agreement between Wyoming Central School District and Landry Mechanical Contractors, Inc., Mechanical (HVAC) Work(MC), for the 2023 Capital Improvement Project.

P. Approve AIA Agreement between Wyoming Central School District and Landry Mechanical Contractors, Inc., Plumbing Work (PC), for the 2023 Capital Improvements Project.

Yes-5 Bush, Chamberlain, Fioramonte, True, White

No-0

Motion approved.

Old Business:

Resolved, the Board approves the 8th Grade Trip to Darien Lake and an overnight lock-in at the school, on motion by Mr. Chamberlain and second by Mrs. Fioramonte.

Yes-5 Bush, Chamberlain, Fioramonte, True, White

No-0

Motion approved.

New Business:

Resolved, the Board approves to send to auction the old chorus risers on motion by Mr. Chamberlain and second by Mrs. Fioramonte.

Yes-5 Bush, Chamberlain, Fioramonte, True, White

No-0

Motion approved.

Executive Session:

Resolved, the Board approves to retire into executive session at 7:35 pm for the purpose of appointment of personnel and contractual matters on motion by Mr. True and second by Mrs. Bush.

Yes-5 Bush, Chamberlain, Fioramonte, True, White

No-0

Motion approved.

Out of Executive Session:

The Board reconvened regular session at 7:54 pm.

Personnel:

Resolved, the Board approves items A. – E. on motion by Mrs. Bush and second by Mrs. White:

A. Substitute Appointment:

1. Approve Mya Stroud as a substitute teacher, teacher assistant, teacher aide and school monitor.

E. Other:

1. Approve Last Chance Agreement

2. Approve Terms and Conditions for 2025-2026

3. Appoint Rudd Wetherwax and Lily Anderson as part-time 3 days/week summer cleaners for 2025.

Yes-5 Bush, Chamberlain, Fioramonte, True, White

No-0

Motion approved.

CSE/CPSE:

Resolved, the Board approves the CSE minutes dated 4/8/25, 4/9/25 & 4/30/25 on motion by Mrs. White and second by Mr. True.

Yes-5 Bush, Chamberlain, Fioramonte, True, White

No-0

Motion approved.

Adjournment:

Resolved, the Board approves to adjourn the meeting at 7:56 pm on motion by Mr. True and second by Mrs. Bush.

Yes-5 Bush, Chamberlain, Fioramonte, True, White

No-0

Motion approved.

Respectfully submitted,

Nancy Norton
District Clerk

AGREEMENT
BY AND BETWEEN
LIBERTY RESOURCES PSYCHOLOGY, PHYSICAL, OCCUPATIONAL AND
SPEECH THERAPY PLLC
AND
WYOMING CENTRAL SCHOOL DISTRICT
FOR THE PROVISION OF PROMPT SPEECH SERVICES

THIS AGREEMENT, is made by and between Liberty POST; (hereinafter the “Agency”), a New York Corporation duly organized and existing under the New York State Business Corporations Law located at 175 Winton Road North Rochester, New York 14610 and WYOMING CENTRAL SCHOOL DISTRICT located at 1225 State Route 19 PO Box 244 Wyoming, NY 14591-0244 (here in after the “Facility”).

WHEREAS, the Agency and its employees, agents and contractors possess certain special skills, experience, training, knowledge and qualifications necessary to provide related services to school age children with disabilities who, because of such disabilities require such related services and

WHEREAS, the Facility is in business of providing educational services and has a need for persons possessing such skills, experience, training, knowledge and qualifications to provide related services to students enrolled in or attending school arranged through Facility and,

WHEREAS, the Agency seeks to be retained by the Facility to assist the Facility in meeting such need and the Facility seeks to retain the Agency for such purpose under the terms and conditions set forth below:

IT IS HEREBY AGREED as follows:

I. Nature of Services Provided:

The Agency agrees to provide PROMPT speech therapy services as requested by the Facility beginning July 1, 2025- June 30, 2026 unless terminated sooner. Such service may include the following:

- PROMPT evaluation(s)
- Direct PROMPT speech therapy
- PROMPT consults
- PROMPT training to staff
- PROMPT Parent Training to Families

- Completion of progress notes, updates and communications as required by the student's IEP.
- Participation in multi-disciplinary teams meetings and CSE meetings.

SCHEDULE A

- 30 Minute PROMPT Speech Therapy/Consult/Parent Training \$69.00 per visit
- 30 Minute Team/CSE Meeting \$50.00 per meeting
- 60 Minute PROMPT Speech Therapy/Consult/Parent Training \$138.00 per visit
- PROMPT Evaluation \$175.00 per eval
- PROMPT Staff Training \$150.00 per hour

II. Payment for Services:

If Facility is dissatisfied with the service provider, the Agency will make every effort to assign a new provider.

The Facility agrees to compensate the Agency for services in accordance with Schedule "A" attached hereto. The Facility shall compensate for the time spent providing services set forth in Paragraph "1".

The Agency shall submit an itemized invoice of services by the 5th of each month with full payment due within 30 days of the date of such invoice.

If personnel fail to show up for their shift there will be no charge to the Facility. If the Facility cancels the need for service, the Facility will not incur a charge.

Agency is responsible to incur costs such as transportation, personal equipment, and other related items.

III. Nature of Relationship Created:

The parties to this Agreement will maintain their independent and separate identities, each having exclusive control of its own management, assets and affairs. The Agency shall in all respects and for all purposes shall be deemed an independent contractor of the Facility. This Agreement shall not be construed to create or imply any employment or agency relationship by and between the Agency and the Facility.

This Agreement shall not be construed for any purpose to create, imply or permit an employment relationship between the Agency's service providers and the Facility. Any person providing services to the Facility pursuant to Paragraph "1" on behalf of the

Agency (hereinafter "service providers") shall be bound by the provisions of paragraph VII of this Agreement and in all cases shall remain an employee or agent of the Agency in the performance of his or her duties under this Agreement.

The Agency shall be responsible for all federal, state and local taxes, unemployment, worker's compensation and disability charges arising out of or relating to the performance of its service providers work for the Facility. The Agency is responsible for all penalties and interest related to failure to pay for such taxes.

IV. Allocation and Release of Liability:

In the event that the Facility is audited or investigated by any Federal, State or Local Department(s) of Education, any subdivision(s) thereof or any other Agency(ies) or with jurisdiction, and found to be lacking in its obligation under the law to implement such IEP's for any reason whatsoever, including, but not limited to, the failure to provide for the appropriate levels of service, the Facility agrees to hold the Agency harmless and the Agency shall not be liable for any such failure on the part of the Facility. In the event that the Agency is subpoenaed or requested to provide testimony, documents or other information in connection with such audit or investigation, the Facility shall assume all costs associated with such audit(s), including all costs associated with the Agency's participation and cooperation in an audit or investigation.

The Agency agrees to carry \$1,000,000/3,000,000 professional liability insurance coverage for each service provider to cover any claims for negligence, malpractice, malfeasance, nonfeasance arising out of or related to the provision of services under this Agreement by its service providers, as well as any statutory insurance (e.g. Workers Compensation). The Agency shall present evidence of such insurance upon request.

The Facility shall protect, indemnify and hold harmless any employee or agent of the Agency against all costs, damages, and/or injury to his/her person or property which is/are incurred during the course of the performance of his/her duties under this Agreement and which is the result of any cause other than such employee's or Agent's negligence, malpractice, malfeasance or nonfeasance.

Neither the Agency nor its employees or agent shall be liable to the Facility for any costs or damages to any persons or property arising out of or relating to the performance of duties by its service providers, which is not the direct result of negligence, malpractice, malfeasance or nonfeasance on the part of the Agency or its service providers.

The Agency shall provide the Facility with prompt written notice of any incident, claims, settlement or judgment against that insurance which diminishes the protection of the Facility. The Agency shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

To the fullest extent permitted by law and notwithstanding the limits of any policy or policies of insurance provided by the Agency pursuant to this Agreement, the Agency agrees to defend, indemnify and hold harmless the Facility, its officers, directors, employees and agents(collectively , the “Indemnities”) from and against any and all claims, judgments, costs, awards, liability, losses, damages, actions, proceedings, demands, suits or expenses of any kind (including court costs, and reasonable attorney fees) which the Indemnities may incur or suffer or be required to pay arising from directly or indirectly (a) the Agency performance or failure to perform the work of this agreements; or (b) any bodily injury, sickness, disease or death, or any economic injury, arising out of acts, omissions, or willful misconduct or negligence of the Agency or their affiliates, agents, officers, stockholders, trustees, directors, employees, members or agents except to the extent the Indemnity and Indemnification of such person is precluded by stature.

The terms of this paragraph shall survive the termination of this Agreement.

V. Confidentiality of Information:

The Agency shall not be responsible for obtaining any necessary consents and releases from the parents of the student(s) being served under this Agree where such consents and releases are required by law for the release of records to the Agency; nor will the Agency be liable in any way for the Facility’s failure to obtain necessary consents and/or releases. The Agency warrants and agrees that is shall not disclose to any third party information which is deemed by any law to be confidential, without written consent.

VI. Warranties and Representations:

The Agency warrants that all service providers shall at times be appropriately certified and/or licensed by the state of New York to perform the services for which they are assigned. Copies of such licenses shall be provided to the Facility upon request. The Agency further warrants that all services under this Agreement shall be provided by service providers in accordance with the accepted professional and ethical standards and guidelines promulgated by the relevant professional associations and the New York State Education Department or other state agency with jurisdiction and oversight of the relevant profession.

The Facility warrants that it does not discriminate and will not require or ask the Agency to discriminate in the provision of any services on the basis of race, color, creed, gender, sexual orientation, military or veteran status, natural origin, age, disability, socio-economic status, or source of payment.

The Agency service providers have to be licensed through NYS; cleared through NYS Central Registry, vaccinated and blood bourn pathogen trained.

VII. Non-Solicitation:

The Facility agreed that its agents and employees will not solicit, seek to hire, recruit or hire any of the Agency's service providers who provide service under this Agreement during the term of this Agreement and for a period of two (2) years from the expiration date of this Agreement or any extension thereof.

VIII. Facilities and Assistance:

The Agency shall be furnished with appropriate space for the performance of services to be provided pursuant to this Agreement.

IX. Records and Reports:

All records connected or made in the course of providing services to the Facility shall be provided to the Facility and the Agency shall not tamper or interfere with such records nor copy or transport same except in furtherance of the business of the Facility or other legitimate purposes. The Agency agrees to provide the Facility with all reports, information, or other data requested by the Facility relating to any of the services provided by the Agency pursuant to this Agreement. All student records are confidential.

X. Termination:

This Agreement may be terminated by either party hereto by giving the other party at least thirty (30) days advance written notice of termination delivered personally or by United States certified mail, return receipt requested, at that parties address noted above, or to such other address may be designated in writing by such party. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate automatically upon the occurrence of any one of the following events:

- Upon cancellation or expiration of the Agency's malpractice insurance coverage, if applicable
- Upon the revocation of any license held by the Agency requiring by law to perform any of the services specified, if applicable.

XI. Entire Agreement/Amendments:

This Agreement contains the entire Agreement between the parties with respect to the matters covered herein and there are no other written or oral understandings or agreements with respect to the matters covered herein and there are not other written or oral understandings or agreements with respect thereto. This Agreement, including Schedule A hereto, shall not be modified or amended except by written agreement signed by both parties hereto.

XII. Waiver:

No waiver of any of the provisions of the Agreement or any of the rights or remedies of the parties hereto shall be valid, except if the same were in writing and signed by the party changed therewith. A waiver of any one or more of the provisions hereof shall be limited to the particular instance specified in such writing and shall be construed as if the unenforceable or invalid provisions were not contained herein.

XIII. Partial Invalidity:

If any provision of the Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Agreement which shall be enforceable and this Agreement shall be construed as if the unenforceable or invalid provisions were not contained herein.

XIV. Headings:

The headings of the paragraphs herein are inserted for convenience only and do not constitute any part of this Agreement.

XV. New York Law:

This Agreement shall be construed in accordance with the laws and regulations of the State of New York without regards to its conflict of laws and rules.

XVI. Federal and State Compliance:

The Agency agrees to comply with all pertinent provisions of federal, state and local statutes, rules and regulations. All the personnel will abide by the Facility's policies, procedures and regulations.

XVII. Non- Assignability:

This Agreement shall not be assignable or transferable by either party hereto.

Dated:

For the Facility:

(Signature)

(Print Name)

(Position/Title)

For the Agency:

(Signature)

(Print Name)

(Position/Title)



May 15, 2025

Board of Education
Wyoming Central School
Academy Street
Wyoming, N.Y. 14591

Re: AppleUmpkin Festival

Dear Board Members:

The AppleUmpkin Festival Committee is requesting your permission for use of the paved areas of the parking lot for the purposes of handicap parking. This area will be utilized as a designated fund-raiser; please let us know if the School is interested in operating this venue as you've done in previous years. If the school is interested, you will need to provide the staff to work the area for both days from 9am to 5pm. Due to liability issues, only persons 18 and older can work in this area. I will need to know your intentions by June 30, 2025.

We are also requesting the use of your bus fleet and drivers. All expenses will be reimbursed by the Committee.

Please note, the Wyoming County Public Assembly Permit application process requires all permission letters must be notarized. To support the Public Assembly Permit application timing requirements, please return the attached signed and notarized permission letter no later than June 30, 2025.

This year's festival will be held on the weekend of Sept. 27th & 28th 2025.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Robin Briggs". The signature is fluid and cursive.

Robin Briggs
Festival Director
AppleUmpkin Committee
P.O. Box 20
Wyoming, N.Y. 14591
495-6985

The Wyoming Central School Board of Education grants permission to the AppleUmpkin Festival Committee to utilize the paved parking lot area for handicapped parking during the 2025 AppleUmpkin Festival on the weekend of Sept. 27 & 28, 2025.

Signature

Date_____

Printed Name

STATE OF NEW YORK)

SS.:

COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

**LEASE AGREEMENT
FOR SPECIAL EDUCATION CLASSROOM SPACE
OTHER THAN NEWLY CONSTRUCTED OR RENOVATED**

BY AND BETWEEN WYOMING CENTRAL SCHOOL DISTRICT, an organization existing under and by virtue of the Laws of the State of New York, with an office and place of business in Wyoming, New York, hereinafter referred to as Lessor.

AND GENESEE-LIVINGSTON-STEUBEN-WYOMING BOARD OF COOPERATIVE EDUCATIONAL SERVICES, an organization existing under and by virtue of the Laws of the State of New York, post office address 80 Munson Street, LeRoy, New York, hereinafter referred to as Genesee Valley BOCES or the Lessee.

RECITALS

1. The Lessee is organized under the Laws of the State of New York and is responsible for the operation of Special Education programs for handicapped children, including pupils residing in Lessor's district. The mutual goal is to have classes conducted in an atmosphere of the least restrictive environment so as to be integrated with and become part of the Lessor's general school population and active in its affairs.

2. In order to achieve the goals of the Lessee as described above, it is necessary that classrooms in the Lessor's district be available for the needs of the Special Education students. Further, the support facilities of the Lessor, that is, toilets, gymnasiums, libraries, hallways, recreation areas, cafeterias and other areas of a like or similar nature must also be available for the use of these students.

3. The Lessor understands and appreciates the needs of the Lessee in achieving these goals and agrees to make available two (2) suitable classroom(s) for the Lessee's use.

It is understood and agreed that the Lessor and the Lessee shall mutually agree not more than once annually to designate the classroom(s) to be leased under this agreement. The District Superintendent retains the right to veto a proposed classroom(s) if recommendations of his staff indicate the room is not appropriate and/or does not meet building and all other code regulations. The Lessor shall notify the Lessee of the classroom(s) mutually agreed as designated for Lessee's use by August 1 of each year.

4. The Lessor agrees not to change classroom(s) during the course of the school year without approval by Genesee Valley BOCES Chief Financial Officer.

5. The Lessor and the Lessee have reached an agreement as set forth in this lease.

6. This Lease is automatically subject and subordinate to any existing or future mortgages or renewals, modifications, and extensions thereof.

ARTICLE I

1.0 The Lessor hereby leases to the Lessee two (2) classroom(s) together with the right to use in common with all student facilities defined as but not limited to toilets, gymnasiums, libraries, hallways, recreation areas, cafeterias and other areas of a like or similar nature.

ARTICLE II TERM

2.0 The term of this lease shall commence July 1, 2025 and shall continue through June 30, 2026.

ARTICLE III

3.0 The Lessee shall pay to the Lessor a per room rate of \$6,000, which is an annual rate of \$12,000.

3.1 The aforementioned rent shall be paid on a semi-annual basis. The first payment shall be paid on the first day of January and the second payment shall be made on the 30th day of June.

3.2 The Lessor will lease the following number of room(s) located at the school buildings indicated.

2 room(s)

ARTICLE IV CLASSROOM SIZE

4.0 All space leased to Lessee under this agreement shall comply with the regulations of the Commissioner of Education applicable to facilities for the education of handicapped children.

4.1 During the life of this lease, the building must meet the requirements of the Commissioner of Education of the State of New York, U.S. Department of Labor and any other State, Federal or administrative regulation for the purpose of operating a school building.

**ARTICLE V
OBLIGATIONS OF LESSOR**

5.0 The Lessor will provide the Lessee with heat, light, maintenance, cleaning services and any other custodial or cleaning services as would normally be performed for Lessor's own classrooms and classroom furniture comparable to that in other classrooms for the use of students and teachers. The term "furniture" as used herein shall mean standard furnishings for regular student classes including student desks and chairs, teacher desk and chair, file cabinet, bookshelves and an activity table; excluding special furniture and equipment required for special education students including but not limited to washers, dryers, refrigerators, stoves, handicapped furnishings, and any and all items shown on architects drawings and specifications specifically designed for handicapped students.

**ARTICLE VI
NUMBER OF CLASSROOMS**

6.0 The number of classroom(s) reserved for the Lessee shall not be less than that stated in Article I, section 1.0. However, the Lessee reserves the right to negotiate for more classrooms if available and to join in separate agreements for such space.

**ARTICLE VII
DEFAULT**

7.0 In the event that either of the parties hereto shall fail to perform any duty required to be performed or breach any warranty or representation, including Lessee's covenant to pay rent, made herein and such failure to perform or breach shall continue unremedied and uncorrected for a period of thirty (30) days after the service or written notice upon such party by the other party hereto specifying such failure or breach, this Lease may be terminated on grounds of default at the option of the party serving such notice at the expiration of such thirty (30) day period provided, however, that such termination shall not relieve the party so failing or breaching, from liability to the other party for such damages as may be suffered by reason of such failure.

7.1 Any other provision of this Lease to the contrary notwithstanding in the event that there occurs a default by Lessor the Lessee at its option may elect to cure the default and deduct the cost thereof from rental payments subsequently falling due.

**ARTICLE VIII
RECIPROCAL HOLD HARMLESS AGREEMENT**

8.0 Genesee Valley BOCES shall defend, indemnify and hold harmless Wyoming Central School District, its trustees, officers and employees at Genesee Valley BOCES expense from and against any and all liabilities, claims, losses, lawsuits, judgments, charges, penalties and expenses of any nature arising out of the negligence or other unlawful malfeasance or nonfeasance of Genesee Valley BOCES or its students or faculty in the program.

8.1 Wyoming Central School District shall defend, indemnify, and hold harmless Genesee Valley BOCES, its trustees, officers and employees, at Wyoming Central School District expense, from and against any and all liabilities, claims, losses, lawsuits, judgments, charges, penalties and expenses of any nature, arising out of the negligence or other unlawful malfeasance or nonfeasance of Wyoming Central School District or its employees or agents with respect to the performance of this Agreement.

ARTICLE IX DESTRUCTION OF SCHOOL BUILDING

9.0 The Lessor shall maintain at its cost fire insurance upon the buildings containing the Lessee's classrooms and support facilities. In the event of a fire the Lessor will rebuild the damaged portions of the buildings and until reoccupied by the Lessee there will be an abatement of the rental.

ARTICLE X APPROVAL BY COMMISSIONER

10.0 The parties acknowledge that the Lessee is a Board of Cooperative Educational Services and as such is subject to the Laws of the State of New York including, but not limited to, the Education Law of the State of New York and Regulations of the Commissioner of Education.

10.1 The parties specifically acknowledge that this Lease shall not be effective unless and until the same shall have been approved in writing by the Commissioner of Education in accordance with Section 1950p (a) of the Education Law and Section 155.15 of the Regulations of the Commissioner.

IN WITNESS WHEREOF, the parties have caused this lease to be executed by their proper corporate officers this _____ day of _____, _____.

By _____
BOARD CLERK
Genesee Valley BOCES

By _____
PRESIDENT
District Board of Education

By _____
CLERK
District Board of Education

SUPPORT SERVICES APPENDIX

CLAUSE I OBLIGATIONS OF THE SCHOOL DISTRICT

Wyoming Central School district will provide the following:

- 1.0 Physical education, art, music, cafeteria, home and careers, technology, school nurse services, and routine physical examinations for students with disabilities as required by Commissioner's Regulations and as indicated in each child's Individualized Education Plan (IEP).
- 1.1 Access to regular education programs for the purposes of mainstreaming as indicated on each child's Individualized Education Plan (IEP).
- 1.2 Access to physical education equipment and facilities that are available to regular classes.
- 1.3 Access to telephones to make necessary program related phone calls.

CLAUSE II OBLIGATIONS OF THE BOCES

The Genesee Valley BOCES shall provide the following:

- 2.0 Teachers and aides for Special Education class instruction.
- 2.1 All materials and equipment of a non-clerical nature (curriculum materials, text books, workbooks, etc.) which will be used by the teacher in the operation of a special class.
- 2.2 Supervision for purposes of teacher evaluation, student progress, calling of substitutes and other related functions as required.
- 2.3 Placement of all students with disabilities.
- 2.4 Transportation to and from the Genesee Valley BOCES Career and Technical Centers where occupation education is included as part of a child's IEP.
- 2.5 Classroom supplies (copy paper, rubber bands, glue, paste, paper clips, pen, pencils, tissue, writing paper, etc.) which are not considered instructional equipment and/or curriculum materials.

CLAUSE III

- 3.0 Should this contract omit any services or provisions required of either party they will be contained in the Handbook for Districts Hosting Genesee Valley BOCES Special Education Classes. This handbook may be updated from time to time only through recommendations made by the Chief School Officers or the Genesee-Livingston-Steuben-Wyoming Genesee Valley BOCES District Superintendent.

GENESEE VALLEY BOCES
80 MUNSON ST.
LE ROY, NY 14482

BOCES Final Services Commitment Form 2025-2026

This AGREEMENT made this 1st day of July, 2025 by and between the GENESEE-LIVINGSTON-STEUBEN-WYOMING BOCES, party of the first part, and WYOMING CSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of section 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2025-26 school year at the indicated cost: This AGREEMENT made this 1st day of July, 2025, by and between the GENESEE-LIVINGSTON-STEUBEN-WYOMING BOCES, party of the first part, and WYOMING CSD, party of the second part.

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	District Budget Cod
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost		
001.000	ADMINISTRATION	0.0000	0.0000	RWADA	32,300.00	32,300.00	1981.490
002.060	FACILITIES RENTAL	0.0000	0.0000	RWADA	9,283.00	9,283.00	1981.490
002.080	CAPITAL EXPENDITURES	0.0000	0.0000	RWADA	25,218.00	25,218.00	1981.490
101.000	CAREER & TECHNICAL EDUCATION	9.0000	10,500.0000	PER STUDENT	0.00	94,500.00	2280.490
101.022	CAREER & TECH 1:1 AID	0.0000	0.0000	PER STUDENT	0.00	0.00	2280.490
101.200	OCC ED PULL OUT PROGRAM	0.0000	500.0000	PER STUDENT	0.00	0.00	2280.490
151.492	OCC. ED. ERIE 1 BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2280.490
152.494	OCC. ED. MONROE #1 BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2280.490
153.494	MULTI OCC. ED. MONROE #1 BOCES	0.0000	0.0000	X-CONTRACT	0.00	0.00	2280.490
154.495	OCC. ED. MONROE 2 BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2280.490
155.497	OCC ED. GREATER SOUTHERN TIER BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2280.490
156.591	OCC. ED. CATTARAUGUS-ALLEGANY BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2280.490
201.020	SPECIAL EDUCATION 12:1:1	0.0000	40,700.0000	PER STUDENT	0.00	0.00	2250.490
201.021	12:1+1 WEST	0.0000	20,350.0000	PER STUDENT	0.00	0.00	2250.490
201.022	12:1+1 ONE-TO-ONE AIDE	0.0000	56,000.0000	PER STUDENT	0.00	0.00	2250.490
201.023	12:1:1 WORK STUDY	0.0000	0.0000	PER STUDENT	0.00	0.00	2250.490
201.024	12:1:1 WORK STUDY-ARC	0.0000	0.0000	PER STUDENT	0.00	0.00	2250.490
201.026	TRANSITION I & II	0.0000	20,350.0000	PER STUDENT	0.00	0.00	2250.490
201.030	CDOS PREP	0.0000	0.0000	PER STUDENT	0.00	0.00	2250.490
201.040	TRANSITION III	0.0000	20,350.0000	PER STUDENT	0.00	0.00	2250.490

GENESEE VALLEY BOCES
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BOCES Final Services Commitment Form 2025-2026

GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Cot
		Quantity/ Share	Unit Cost	Current Fixed Cost	
201.045	SERVICE OCC-LIVES	0.0000	36,145.0000 PER STUDENT	0.00	2250.490
201.050	12:1+1 - LPN	0.0000	60,000.0000 PER STUDENT	0.00	2250.490
201.951	SPEECH RELATED SERVICES -INDIVIDUAL	0.0000	107.0000 PER SESSION	0.00	2250.490
201.955	COUNSELING-RS-INDIV	0.0000	124.0000 PER SESSION	0.00	2250.490
201.958	OT-RS-INDIV	0.0000	106.0000 PER SESSION	0.00	2250.490
201.963	PT-RS-INDIV	0.0000	107.0000 PER SESSION	0.00	2250.490
201.965	ADAPTED PHYSICAL EDUCATION	0.0000	40.0000 PER SESSION	0.00	2250.490
201.967	VISION	0.0000	92.0000 PER SESSION	0.00	2250.490
201.971	SPEECH RELATED SERVICES - EVAL	0.0000	430.0000 PER EVAL	0.00	2250.490
201.973	PT-RS-EVAL	0.0000	430.0000 PER EVAL	0.00	2250.490
201.977	VISION-EVAL	0.0000	430.0000 PER EVAL	0.00	2250.490
201.978	OT-RS-EVAL	0.0000	430.0000 PER EVAL	0.00	2250.490
205.020	SPECIAL EDUCATION 6:1:1	0.0000	50,180.0000 PER STUDENT	0.00	2250.490
205.021	THERAPEUTIC 6:1:1	0.0000	74,070.0000 PER STUDENT	0.00	2250.490
205.022	6:1:1- ONE-TO-ONE AIDE	0.0000	56,000.0000 PER STUDENT	0.00	2250.490
205.027	PSYCHIATRIC CONSULT	0.0000	2,500.0000 PER STUDENT	0.00	2250.490
205.028	PSYCHIATRIC EVAL	0.0000	920.0000 PER EVAL	0.00	2250.490
205.050	6:1:1 - LPN	0.0000	60,000.0000 PER STUDENT	0.00	2250.490
205.951	SPEECH RS-INDIV	0.0000	107.0000 PER SESSION	0.00	2250.490
205.955	COUNSELING-RS-INDIV	0.0000	124.0000 PER SESSION	0.00	2250.490
205.958	OT-RS-INDIV	0.0000	106.0000 PER SESSION	0.00	2250.490
205.963	PT-RS-INDIV	0.0000	107.0000 PER SESSION	0.00	2250.490
205.965	ADAPTED PHYSICAL EDUCATION	0.0000	40.0000 PER SESSION	0.00	2250.490
205.967	6:1:1-BATAVIA-VISION	0.0000	92.0000 PER SESSION	0.00	2250.490
205.968	D.O.C.S.	0.0000	3,025.0000 PER STUDENT	0.00	2250.490
205.969	D.O.C.S. SUPPORT	0.0000	240.0000 PER HOUR	0.00	2250.490
205.971	SPEECH RS-EVAL	0.0000	430.0000 PER EVAL	0.00	2250.490
205.973	PT-RS-EVAL	0.0000	430.0000 PER EVAL	0.00	2250.490
205.977	6:1:1 VISION-EVAL	0.0000	430.0000 PER EVAL	0.00	2250.490
205.978	OT-RS-EVAL	0.0000	430.0000 PER EVAL	0.00	2250.490
205.979	DOCS SUPPORT - DISTRICT CONSULT	0.0000	240.0000 PER HOUR	0.00	2250.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Coc
		Quantity/ Share	Unit Cost	Current Fixed Cost	
251.494	12:1:1 MONROE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
252.494	6:1:1 MONROE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
253.494	12:1:4 (MH) MONROE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
254.495	12:1:1 MONROE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
255.495	6:1:1 MONROE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
256.495	8:1:1 MONROE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
257.495	12:1:4 (MH) MONROE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
258.690	12:1:1 ORLEANS-NIAGARA BOCES	0.0000	0.0000 X-Contract	0.00	2250.490
259.497	12:1:1 GREATER SOUTHERN TIER BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
260.497	6:1:1 GREATER SOUTHERN TIER BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
261.497	8:1:1 GREATER SOUTHERN TIER BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
262.492	9:1:3 ERIE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
263.492	12:1:1 ERIE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
264.499	6:1:1 WAYNE FINGER LAKES BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
265.796	8:1:1 ERIE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
266.591	6:1:1 CATTARAUGUS ALLEGANY BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
267.494	8:1:1 MONROE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
268.495	HOME-BASED TUTORING MONROE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Co
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Budget Co
269.796	6:1:1 ERIE 2 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
270.591	6:1:2.5 CATTARAUGUS ALLEGANY BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
271.492	6:1:1 ERIE #1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
272.495	6:1:2 MONROE 2 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
273.690	6:1:1 ORLEANS-NIAGARA BOCES	0.0000 X-Contract	0.00	0.00	2250.490
274.497	PRE-K SPECIAL ED GST BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
275.591	MULTIPLE STAFF RATIO CATT-ALL BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
276.690	12:1:4 ORLEANS-NIAGARA BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
301.000	WORK EXPERIENCE COORDINATION	0.0000 PER DAY/WEEK	0.00	0.00	2110.490
302.000	HOME AND CAREER SKILLS	23,419.0000 PER DAY/WEEK	0.00	0.00	2110.490
303.000	SCHOOL PSYCHOLOGIST	18,325.0000 PER DAY/WEEK	0.00	0.00	2820.490
304.000	TRANSITION SERVICES	0.0000 PER DAY/WEEK	0.00	0.00	2250.490
304.500	AUTISM SPECIALIST	258.0000 PER SESSION	0.00	9,030.00	2250.490
304.501	AUTISM OBSERVATION/CONSULTATION	258.0000 PER SESSION	0.00	0.00	2250.490
304.600	AUTISM SUPPORT BLOCK HOURS	258.0000 PER SESSION	0.00	0.00	2250.490
307.000	SPEECH	31,500.0000 PER DAY/WEEK	0.00	94,500.00	2110.490
307.100	SPEECH - RELATED SERVICES	107.0000 PER SESSION	0.00	0.00	2110.490
307.200	ASSISTIVE TECHNOLOGY EVALUATIONS	150.0000 PER HOUR	0.00	0.00	2250.490
307.300	SPEECH - RELATED SERVICES - EVAL	430.0000 PER EVAL	0.00	0.00	2110.490
308.000	SCHOOL SOCIAL WORKER	25,650.0000 PER DAY/WEEK	0.00	0.00	2825.490
308.100	COUNSELING-RELATED SERVS	124.0000 PER SESSION	0.00	0.00	2825.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Co
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
309.000	PUBLIC INFO COORDINATOR	0.0000	19,731.0000	PER DAY/WEEK	0.00
310.000	BUSINESS MANAGER ITINERANT	0.0000	30,500.0000	PER DAY/WEEK	0.00
311.000	SCHOOL FOOD SERVICE SUPV	0.0000	0.0000	PER DAY/WEEK	0.00
312.000	HUMAN RESOURCES MANAGER	0.0000	22,000.0000	PER DAY/WEEK	0.00
313.000	ART	0.0000	18,640.0000	PER DAY/WEEK	0.00
316.000	DRIVER EDUCATION	0.0000	21,630.0000	PER DAY/WEEK	0.00
318.000	OCCUPATIONAL THERAPIST-ITINERANT	2.0000	30,500.0000	PER DAY/WEEK	61,000.00
318.100	OT - RELATED SERVICES	0.0000	106.0000	PER HALF HOUR	0.00
318.300	OT - RELATED SERVICES - EVAL	0.0000	430.0000	PER EVAL	0.00
319.000	PHYSICAL THERAPIST-ITINERANT	1.5000	31,900.0000	PER DAY/WEEK	47,850.00
319.100	PT - RELATED SERVICES	0.0000	107.0000	PER HALF HOUR	0.00
319.300	PT - RELATED SERVICES - EVAL	0.0000	430.0000	PER EVAL	0.00
320.000	VISION SPECIALIST	0.0000	25,100.0000	PER DAY/WEEK	0.00
320.100	VISION RS	100.0000	92.0000	PER HALF HOUR	9,200.00
320.300	VISION RS - EVAL	0.0000	430.0000	PER EVAL	0.00
320.400	VISION - MATERIAL PREP	0.0000	120.0000	PER HOUR	0.00
322.000	GIFTED AND TALENTED	0.0000	0.0000	PER DAY/WEEK	0.00
325.000	ESL	0.0000	18,075.0000	PER DAY/WEEK	0.00
328.000	COMPUTER EDUC COORDINATOR	0.0000	29,983.0000	PER DAY/WEEK	0.00
331.000	SPANISH ITINERANT	2.0000	23,895.0000	PER DAY/WEEK	47,790.00
333.000	CURRICULUM SPECIALIST	0.0000	23,900.0000	PER DAY/WEEK	0.00
					1480.490
					1310.490
					LUNCH
					1430.490
					2110.490
					2110.490
					2250.490
					2250.490
					2250.490
					2250.490
					2250.490
					2110.490
					2110.490
					1680.490
					2110.490
					2110.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Coc
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
335.000	FACILITIES DIRECTOR	0.0000 PER DAY/WEEK	0.00	0.00	1620.490
340.000	READING DEVELOPMENT COORDINATION	0.0000 PER DAY/WEEK	0.00	0.00	2110.490
341.000	LIBRARIAN	0.0000 PER DAY/WEEK	0.00	0.00	2610.490
342.000	PHYSICAL EDUCATION	25,900.0000 PER DAY/WEEK	0.00	0.00	2110.490
343.000	BUSINESS TEACHER	0.0000 PER DAY/WEEK	0.00	0.00	2110.490
344.000	TEACHER OF THE DEAF	29,400.0000 PER DAY/WEEK	0.00	0.00	2250.490
344.100	TOD - RS - INDIVIDUAL	103.0000 PER SESSION	0.00	0.00	2250.490
344.300	TOD - RS - EVAL	430.0000 PER EVAL	0.00	0.00	2250.490
345.000	SUPERVISOR-STUDENT WITH DISABILITY	0.0000 PER DAY/WEEK	0.00	0.00	2250.490
351.494	VISION MONROE #1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
352.494	DEAF EDUCATION MONROE #1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
353.494	SPEECH MONROE #1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
354.494	DISABILITIES, OTHER MONROE #1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
355.494	SIGN LANGUAGE MONROE #1 BOCES	0.0000 X-Contract	0.00	0.00	2250.490
356.494	PHYSICAL THERAPY MONROE #1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
357.494	OCCUPATIONAL THERAPY MONROE 1 BOCE	0.0000 X-CONTRACT	0.00	0.00	2250.490
358.494	DEAF INTERPRETER MONROE #1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
359.495	DEAF MONROE 2 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490
360.495	DISABILITY OTHER MONROE 2 BOCES	0.0000 X-CONTRACT	0.00	0.00	2250.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Co
		Quantity/ Share	Unit Cost	Current Fixed Cost	
361.495	ESL MONROE 2 BOCES	0.0000	0.0000 X-Contract	0.00	2110.490
362.497	HOME ECONOMICS GST BOCES	0.0000	0.0000 X-Contract	0.00	2110.490
363.494	SKILLS COACH MONROE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
364.495	SPEECH MONROE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
365.796	BEHAVIOR SPECIALIST ERIE #2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
366.494	BUSINESS OFFICIAL MONROE 1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	1310.490
367.492	SPEECH ERIE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
368.492	OCCUPATIONAL THERAPY ERIE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
369.492	PHYSICAL THERAPY ERIE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
370.495	SCHOOL SOCIAL WORKER MONROE 2 BOCE	0.0000	0.0000 X-CONTRACT	0.00	2250.490
371.796	SPEECH ERIE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
372.796	VISION ERIE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
373.796	OCCUPATIONAL THERAPY ERIE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
374.796	PHYSICAL THERAPY ERIE 2 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
375.492	HARD-OF-HEARING ERIE 1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490
376.494	PSYCHOLOGICAL SERVS MONROE #1 BOCE	0.0000	0.0000 X-CONTRACT	0.00	2250.490
377.494	ESOL MONROE #1 BOCES	0.0000	0.0000 X-CONTRACT	0.00	2110.490
378.497	OCCUPATIONAL THERAPY GST BOCES	0.0000	0.0000 X-CONTRACT	0.00	2250.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26				
Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	District Budget Cod
		Quantity/ Share	Unit Cost	Cost Basis		
379.497	SPEECH GST BOCES	0.0000	0.0000	X-CONTRACT	0.00	2250.490
380.497	PHYSICAL THERAPY GST BOCES	0.0000	0.0000	X-CONTRACT	0.00	2250.490
381.497	DISABILITY OTHER GST BOCES	0.0000	0.0000	X-CONTRACT	0.00	2250.490
382.495	ATTENDANCE SUPERVISOR MONROE 2 BOC	0.0000	0.0000	X-CONTRACT	0.00	2110.490
383.492	SCHOOL SOCIAL WORKER ERIE #1 BOCES	0.0000	0.0000	X-CONTRACT	0.00	2250.490
384.797	ATTENDANCE SUPERVISOR NASSAU BOCES	0.0000	0.0000	X-CONTRACT	0.00	2110.490
385.495	OCCUPATIONAL THERAPY MONROE 2 BOCE	0.0000	0.0000	X-CONTRACT	0.00	2250.490
386.796	HUMAN RESOURCES MANAGER ERIE 2 BOCE	0.0000	0.0000	X-CONTRACT	0.00	1430.490
387.492	ESL ERIE 1 BOCES	0.0000	0.0000	X-Contract	0.00	2110.490
388.497	SCHOOL PSYCHOLOGIST GST BOCES	0.0000	0.0000	X-CONTRACT	0.00	2250.490
389.495	VISION MONROE 2 BOCES	0.0000	0.0000	X-CONTRACT	0.00	2250.490
390.497	SPEECH GST BOCES	0.0000	0.0000	X-CONTRACT	0.00	2250.490
391.591	LEARNING DISABLED CATT-ALL BOCES	0.0000	0.0000	X-CONTRACT	0.00	2250.490
392.492	ATTENDANCE SUPERVISOR ERIE 1 BOCES	0.0000	0.0000	X-CONTRACT	0.00	2110.490
393.591	OCCUPATIONAL THERAPY CATT-ALL BOCES	0.0000	0.0000	X-CONTRACT	0.00	2250.490
402.200	DIST LRNG BASE SERVICE FEE	0.0000	3,485.0000	PER DISTRICT	0.00	2110.490
402.220	DIST LRNG IP ENHANCED	0.0000	0.0000	PER DISTRICT	0.00	2110.490
402.230	DL - EQUIP-NEW FIXED ROOM	0.0000	0.0000	PER DISTRICT	0.00	2110.490
402.235	DL - EQUIP-MOBILE SYSTEM	0.0000	0.0000	PER DISTRICT	0.00	2110.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Cost
		Quantity/ Share	Unit Cost	Current Fixed Cost	
402.240 DL	EQUIP-DESKTOP SOLUTION	0.0000	0.0000 PER DISTRICT	0.00	2110.490
402.250 DIST	LRNG-PROGRAM BANK	0.0000	2,500.0000 PER DISTRICT	0.00	2110.490
402.260 DL	ONLINE COURSE COORDINATION	0.0000	0.0000 PER STUDENT	0.00	2110.490
402.265 ACCL	U/STU/COURSE	0.0000	0.0000 PER STUDENT	0.00	2110.490
402.270 DL	ONLINE COURSE TUITION	0.0000	500.0000 PER STUDENT	0.00	2110.490
402.275 REMOTE	LEARNING ACADEMY	0.0000	0.0000 PER STUDENT	0.00	2110.490
402.280 REMOTE	LEARNING ACADEMY NON-JMT	0.0000	0.0000 PER STUDENT	0.00	2110.490
406.002 ARTS	IN ED-WRITERS IN SCHOOLS	0.0000	3,920.0000 PER DISTRICT/RES	0.00	2110.490
406.004 LITERARY	CONTEST	0.0000	680.0000 PER DISTRICT	0.00	2110.490
406.005 CAREER	DAY	0.0000	2,000.0000 PER DISTRICT	0.00	2110.490
406.010 SHARED	ASSEMBLY COORDINATION	0.0000	2,170.0000 PER DISTRICT	0.00	2110.490
406.011 SHARED	ASSEMBLY PROGRAM	0.0000	1,000.0000 PER DISTRICT	0.00	2110.490
406.012 VISITING	AUTHORS - COORDINATION	0.0000	250.0000 PER DISTRICT	0.00	2110.490
406.013 VISITING	AUTHOR PROGRAM	0.0000	2,300.0000 PER AUTH/DAY	0.00	2110.490
406.015 WRITE	IT	0.0000	4,920.0000 PER DISTRICT/RES	0.00	2110.490
406.020 TICKETS	COORDINATION	0.0000	1,775.0000 PER DISTRICT	0.00	2110.490
406.021 TICKETS	PROGRAM	0.0000	1,000.0000 PER DISTRICT	0.00	2110.490
406.030 STAR	LAB	1.0000	172.0000 PER DAY	172.00	2110.490
406.031 STAR	LAB WITH INSTRUCTOR	0.0000	342.0000 PER DAY	0.00	2110.490
408.000 ECHS	- HALF DAY	0.0000	9,825.0000 PER STUDENT	0.00	2110.490
408.050 ECHS	- 1ST YEAR	0.0000	12,500.0000 PER STUDENT	0.00	2110.490
408.075 ECHS	- 2ND YEAR	0.0000	18,000.0000 PER STUDENT	0.00	2110.490
408.100 ECHS	- FULL DAY	0.0000	25,000.0000 PER STUDENT	0.00	2110.490
410.140 JUNIOR	HIGH SEMINARS	0.0000	0.0000 PER SEMINAR	0.00	2110.490
410.150 G & T	CLOSE UP-COOR	0.0000	47.0000 PER STUDENT	0.00	2110.490
410.160 G & T	CLOSE UP-PROGRAM (AIDABLE)	0.0000	1,100.0000 PER STUDENT	0.00	2110.490
410.165 G & T	CLOSE UP-PROGRAM(NON-AIDABLE)	0.0000	1,100.0000 PER STUDENT	0.00	2110.490
410.300 G & T	SUMMER INSTITUTE	0.0000	0.0000 PER STUDENT	0.00	2110.490
410.500 RPE	- SCH YR - OPT I	0.0000	0.0000 PER DISTRICT	0.00	2110.490
410.501 RPE	- SUMMER	0.0000	0.0000 PER STUDENT	0.00	2110.490

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GENESEE VALLEY BOCES WYOMING CSD							School Year 2025-26	
Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	District Budget Coc	
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
410.502	RPE-SUMMER SOARING STARS	0.0000	0.0000	PER STUDENT	0.00	0.00	2110.490	
410.510	ON-THE-GO-COORDINATION	0.0000	820.0000	PER DISTRICT	0.00	0.00	2110.490	
410.511	ON-THE-GO-PROGRAM	0.0000	500.0000	PER DISTRICT	0.00	0.00	2110.490	
410.515	MOCK TRIAL	0.0000	730.0000	PER DIST/TEAM	0.00	0.00	2110.490	
410.550	RPE - SCH YR - OPT II	0.0000	0.0000	PER DISTRICT	0.00	0.00	2110.490	
410.555	RPE	0.0000	9,000.0000	PER DISTRICT	0.00	0.00	2110.490	
410.600	ENG IS ELEMENTARY	0.0000	0.0000	PER TOPIC	0.00	0.00	2110.490	
410.650	READY FOR (10 DAYS)	0.0000	5,890.0000	PER 10 DAYS	0.00	0.00	2110.490	
410.655	READY FOR (5 DAYS)	0.0000	3,535.0000	PER 5 DAYS	0.00	0.00	2110.490	
410.660	STEAMWOZU-COORDINATION	0.0000	0.0000	PER KIT	0.00	0.00	2110.490	
410.665	STEAMWOZU-PROGRAM	0.0000	0.0000	PER KIT	0.00	0.00	2110.490	
410.670	EDUCATIONAL TOURS-COORDINATION	0.0000	50.0000	PER STUDENT	0.00	0.00	2110.490	
410.675	EDUCATIONAL TOURS-PROGRAM	0.0000	1,000.0000	PER DISTRICT	0.00	0.00	2110.490	
415.000	VISITING EXPERTS	0.0000	1,520.0000	PER DISTRICT	0.00	0.00	2110.490	
415.001	VISITING EXPERTS-PROGRAM	0.0000	1,000.0000	PER DISTRICT	0.00	0.00	2110.490	
418.000	ADVANCED PLACEMENT ACADEMY	0.0000	0.0000	PER STUDENT	0.00	0.00	2110.490	
420.000	EQUIVALENT ATTENDANCE COORDINATION	0.0000	220.0000	PER DISTRICT	0.00	0.00	2110.490	
420.001	EQUIVALENT ATTENDANCE PROGRAM	0.0000	520.0000	PER DISTRICT	0.00	0.00	2110.490	
425.000	ALT ED-ADMIN & SUPPORT	0.0000	0.0000	PER STUDENT	0.00	0.00	2110.490	
425.022	ALT ED 1:1 AID	0.0000	56,000.0000	PER STUDENT	0.00	0.00	2110.490	
425.100	GED - BATAVIA	0.0000	8,000.0000	PER STUDENT	0.00	0.00	2110.490	
425.200	GED - MT MORRIS	0.0000	8,000.0000	PER STUDENT	0.00	0.00	2110.490	
425.300	MT MORRIS ACADEMY	0.0000	28,125.0000	PER STUDENT	0.00	0.00	2110.490	
425.400	BATAVIA ACADEMY	0.0000	28,125.0000	PER STUDENT	0.00	0.00	2110.490	
425.410	STEP TUTORS	0.0000	0.0000	PER RWADA	0.00	0.00	2110.490	
425.450	INSTRUCTIONAL SUPPORT CENTER	0.0000	175.0000	PER DAY	0.00	0.00	2110.490	
425.500	ALT ED-MT. MORRIS-HALF DAY	0.0000	0.0000	PER STUDENT	0.00	0.00	2110.490	
428.000	HOME/HOSPITAL TUTORING - COOR FEE	0.0000	2,500.0000	PER DISTRICT	0.00	0.00	2110.490	
428.100	HOME/HOSPITAL TUTORING SERVICE	0.0000	49.0000	PER HOUR	0.00	0.00	2110.490	

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Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost					
430.000	REG SUMM SCH 6 WEEK PROGRAM	4.0000	587.0000	PER STU/COURSE	0.00				2,348.00	2330.490
430.002	REG SUMM SCH TEST ONLY	4.0000	158.0000	PER STUDENT	0.00				632.00	2330.490
430.003	REG SUMM SCH DRIVER ED	0.0000	585.0000	PER STUDENT	0.00				0.00	2330.490
432.000	SUMMER ONLINE LEARNING	0.0000	0.0000	PER STUDENT	0.00				0.00	2330.490
435.000	EARLY COLLEGE ACCESS - COOR FEE	0.0000	8,000.0000	PER DISTRICT	0.00				0.00	2110.490
435.100	EARLY COLLEGE ACCESS (SUNY)	0.0000	225.0000	PER COURSE	0.00				0.00	2110.490
435.200	EARLY COLLEGE ACCESS (PRIVATE)	0.0000	300.0000	PER COURSE	0.00				0.00	2110.490
451.491	ARTS IN ED. CAYUGA-ONONDAGA BOCES	0.0000	0.0000	X-Contract	0.00				0.00	2110.490
452.492	EXPLORATORY ENRICHMENT ERIE 1 BOCES	0.0000	0.0000	X-Contract	0.00				0.00	2110.490
453.492	ACADEMIC PROGRAMS ERIE 1 BOCES	0.0000	0.0000	X-Contract	0.00				0.00	2110.490
454.492	DISTANCE LEARNING ERIE 1 BOCES	0.0000	0.0000	X-Contract	0.00				0.00	2110.490
455.494	EXPLOR. ENRICHMENT MONROE #1 BOCES	0.0000	0.0000	X-CONTRACT	0.00				0.00	2110.490
456.494	GIFTED & TALENTED MONROE #1 BOCES	0.0000	0.0000	X-Contract	0.00				0.00	2110.490
457.494	ACADEMIC PROGRAMS MONROE #1 BOCES	0.0000	0.0000	X-Contract	0.00				0.00	2110.490
458.495	GIFTED & TALENTED MONROE 2 BOCES	0.0000	0.0000	X-Contract	0.00				0.00	2110.490
459.495	ALTERNATIVE ED. MONROE 2 BOCES	0.0000	0.0000	X-Contract	0.00				0.00	2110.490
460.495	DISTANCE LEARNING MONROE 2 BOCES	0.0000	0.0000	X-CONTRACT	0.00				0.00	2110.490
461.499	ALTERNATIVE EDUCATION WFL BOCES	0.0000	0.0000	X-Contract	0.00				0.00	1680.490
462.497	ALTERNATIVE EDUCATION GST BOCES	0.0000	0.0000	X-Contract	0.00				0.00	2110.490

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GENESEE VALLEY BOCES WYOMING CSD			School Year 2025-26				
Program/ Serial No.	Service	Quantity/ Share	Basis for Current Contract			Initial Contract	District Budget Cod
			Unit Cost	Cost Basis	Current Fixed Cost		
463.497	ACADEMIC PROGRAMS GST BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
464.497	ADVANCED PLACEMENT GST BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
465.496	ALT ED TOMPKINS-SENECA-TIOGA BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
466.495	EQUIVALENT ATTENDANCE MONROE 2 BOC	0.0000	0.0000	X-CONTRACT	0.00	0.00	2110.490
467.598	SUMMER SCHOOL DCMO BOCES	0.0000	0.0000	X-CONTRACT	0.00	0.00	2330.490
468.690	ACADEMIC PROGRAMS ORLEANS NIAGARA	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
469.494	ALTERNATIVE ED. MONROE 1 BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
470.497	SUMMER SCHOOL GST BOCES	0.0000	0.0000	X-CONTRACT	0.00	0.00	2330.490
471.697	ENRICHMENT JEFFERSON-LEWIS BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
472.796	DISTANCE LEARNING ERIE 2 BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
473.593	DISTANCE LEARNING CAP REGION BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
474.696	DISTANCE LEARNING PUT-WEST BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
475.598	DISTANCE LEARNING DCMO BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
476.794	DISTANCE LEARNING OSWEGO BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
477.792	DIST LEARNING EASTERN SUFFOLK BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
478.492	ARTS IN EDUCATION ERIE 1 BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
479.690	ARTS IN ED ORLEANS-NIAGARA BOCES	0.0000	0.0000	X-Contract	0.00	0.00	2110.490
502.000	GRANT WRITER-COORDINATION	1.0000	72.0000	PER DISTRICT	0.00	72.00	2060.490

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Program/ Serial No.	Service	Basis for Current Contract			District Budget Cod
		Quantity/ Share	Unit Cost	Cost Basis	
502.001	GRANT WRITER-PROGRAM	0.0000	0.0000	PER DISTRICT	2060.490
503.000	ELECTRONIC DATABASE	0.0000	0.0000	PER DIST + PROD	2110.490
503.001	ELEC DATA BASE - COOR	1.0000	1,000.0000	PER DISTRICT	2110.490
503.100	MULTIPLE COLLECTION DEVELOPMENT	0.0000	0.0000	PER RWADA	2610.490
503.200	MEDIA LIBRARY	0.0000	0.0000	BASE+RWADA	2610.490
505.030	TECHNOLOGY REPAIR SERVICES	0.0000	0.0000	BASE+RWADA	2610.490
505.031	TECHNOLOGY PARTS	0.0000	1,000.0000	PER DISTRICT	2610.490
505.040	TECHNICAL SERVICE - WFL BOCES	0.0000	0.0000		2610.490
507.000	PRINTING	0.0000	0.0000	PER DISTRICT/USG	2610.490
507.100	LAMINATION	0.0000	0.0000	PER DISTRICT	2610.490
507.110	LAMINATION MATERIALS	0.0000	0.0000	PER DISTRICT	2610.490
509.000	VOCATIONAL ASSESSMENT CENTER	0.0000	0.0000	PER RWADA	2280.490
509.100	CAREER ASSESSMENT SUMMER	0.0000	0.0000	PER STUDENT	2280.490
517.000	INTERSCH ATHLETICS COORD	0.0000	2,250.0000	PER DISTRICT	2855.490
520.000	HOMIE SCHOOL MONITORING	0.0000	0.0000	PER STUDENT	2010.490
520.050	HOMIE SCHOOL MONITORING-OTHER	0.0000	0.0000	PER STUDENT	2010.490
525.000	BEA-GENESEE COUNTY	0.0000	0.0000	BASE+RWADA	1310.490
525.001	BEA-LIVINGSTON COUNTY	0.0000	0.0000	PER DISTRICT	1310.490
525.002	BEA-WYOMING COUNTY	0.0000	0.0000	PER DISTRICT	1310.490
526.000	SCHOOL IMPROVEMENT	0.0000	0.0000	BASE+RWADA	2010.490
526.001	INSERVICE ALLOCATION	0.0000	0.0000	PER DISTRICT	2010.490
526.011	SCHOOL IMPROVEMENT-SUBSTITUTES	0.0000	0.0000	PER DISTRICT	2010.490
526.012	SCHOOL IMPROVE.-STIPENDS	0.0000	0.0000	PER DISTRICT	2010.490
526.050	SCHOOL IMPROVE-OTHER	0.0000	0.0000	BASE	2010.490
527.000	MODEL SCHOOLS	1.0000	4,120.0000	Per District	2010.490

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Program/ Serial No.	Service	Basis for Current Contract			District Budget Code
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
527.001	MODEL SCHOOLS-InService	0.0000 Per District	0.00	0.00	2010.490
527.011	MODEL SCHOOLS-Substitutes	0.0000 Per District	0.00	0.00	2010.490
527.012	MODEL SCHOOLS-Stipends	0.0000 Per District	0.00	0.00	2010.490
527.200	AI LEADERSHIP SERVICE	550.0000 Per Person	0.00	0.00	2010.490
528.000	TRAUMA ILLNESS AND GRIEF (TIG)	0.0000 PER RWADA	1,674.00	1,674.00	2010.490
528.001	CENTER FOR YOUTH	0.0000 PER DISTRICT	0.00	0.00	2010.490
528.100	TIG - HEALTH & SAFETY SERVICES	0.0000 PER DISTRICT	0.00	0.00	2010.490
528.200	SCHOOL MEDICAL DIRECTOR	0.0000 PER DISTRICT	0.00	0.00	2010.490
528.300	COMMUNITY SERVICES	0.0000 PER DISTRICT	600.00	600.00	2010.490
530.000	LIBRARY AUTOMATION	4,665.0000 PER LIBRARY	0.00	4,665.00	2610.490
539.492	MODEL SCHOOLS ERIE 1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2110.490
540.000	ODYSSEY OF THE MIND	0.0000 PER DISTRICT	0.00	0.00	2110.490
540.010	MATH COMP-JR. HIGH (A)	1,745.0000 PER TEAM/DIST.	0.00	0.00	2110.490
540.011	MATH COMP-SR. HIGH (A)	2,375.0000 PER TEAM/DIST.	0.00	0.00	2110.490
540.012	MATH COMP-JR. HIGH (B)	1,555.0000 PER TEAM/DIST.	0.00	1,555.00	2110.490
540.013	MATH COMP-SR. HIGH (B)	2,260.0000 PER TEAM/DIST.	0.00	0.00	2110.490
540.020	BRAINSTORMERS/SCHOLASTIC BOWL	0.0000 PER DISTRICT	0.00	0.00	2110.490
540.030	INTERSCHOLASTIC ENGLISH COMPETITION	3,035.0000 PER DISTRICT	0.00	0.00	2110.490
540.040	ACADEMIC CHALLENGE BOWL	2,965.0000 PER DIST/TEAM	0.00	2,965.00	2110.490
540.050	PAGE TURNERS-CHAPTER ONE	1,485.0000 PER DIST/TEAM	0.00	0.00	2110.490
540.055	PAGE TURNERS-CHAPTER TWO	1,185.0000 PER DIST/TEAM	0.00	1,185.00	2110.490
540.056	PAGE TURNERS-CHAPTER THREE	1,185.0000 PER DIST/TEAM	0.00	0.00	2110.490
540.060	Chess Competition	715.0000 PER DIST	0.00	0.00	2110.490
540.085	GENESEE VALLEY ROBOTICS FLL	1,050.0000 PER DIST	0.00	0.00	2110.490
540.086	HIGH SCHOOL ROBOTICS COMPETITION	3,500.0000 PER TEAM	0.00	0.00	2110.490
541.499	COMMUNITY SCHOOL RESOURCE WFL BOC	0.0000 X-CONTRACT	0.00	0.00	2010.490
542.795	SCHOOL IMPROVEMENT FEH BOCES	0.0000 X-Contract	0.00	0.00	2010.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Cod
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
543.792	COMPUTER, INSTR. EAST SUFFOLK BOCES	0.0000 X-Contract	0.00	0.00	1680.490
544.591	PRINTING CATT-ALLEGANY BOCES	0.0000 X-Contract	0.00	0.00	1670.490
545.497	COMMUNITY SCHOOLS GST BOCES	0.0000 X-CONTRACT	0.00	0.00	2010.490
546.598	SCHOOL IMPROVEMENT DCMO BOCES	0.0000 X-Contract	0.00	0.00	2010.490
547.496	COMPUTER SERVICE, INSTR. TST BOCES	0.0000 X-CONTRACT	0.00	0.00	2630.490
548.593	COMPUTER SUPPORT CAP REGION BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
549.497	GRANT SERVICE GST BOCES	0.0000 X-CONTRACT	0.00	0.00	2060.490
550.000	COACHING COURSES	1,475.0000 PER DISTRICT	0.00	0.00	2110.490
551.593	SCHOOL IMP. CAPITAL REGION BOCES	0.0000 X-CONTRACT	0.00	0.00	2010.490
552.590	SCHOOL IMPROVEMENT ONC BOCES	0.0000 X-CONTRACT	0.00	0.00	2010.490
553.499	INTER-SCHOLASTIC SPORTS WFL BOCES	0.0000 X-CONTRACT	0.00	0.00	2855.490
554.495	EQUIPMENT REPAIR MONROE 2 BOCES	0.0000 X-Contract	0.00	0.00	2610.490
555.491	SCH IMPROVEMENT CAYUGA-ONONDAGA B	0.0000 X-Contract	0.00	0.00	2010.490
556.492	BEA ERIE 1 BOCES	0.0000 BASE+RWADA	0.00	0.00	1310.490
557.492	SCHOOL IMPROVEMENT ERIE 1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2010.490
558.791	SCHOOL IMPROVEMENT OHM BOCES	0.0000 X-Contract	0.00	0.00	2010.490
559.492	STAFF DEVELOPMENT ERIE 1 BOCES	0.0000 X-Contract	0.00	0.00	2110.490
560.492	COMPUTER SERV. INSTR. ERIE 1 BOCES	0.0000 X-CONTRACT	0.00	0.00	2630.490

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GENESEE VALLEY BOCES WYOMING CSD				School Year 2025-26		District Budget Code
Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	
		Quantity/ Share	Unit Cost	Cost Basis		
561.796	SCHOOL IMPROVEMENT ERIE 2 BOCES	0.0000	0.0000	X-CONTRACT	0.00	2010.490
562.696	SCHOOL IMP PUTNAM WESTCHESTER BOCES	0.0000	0.0000	X-CONTRACT	0.00	2010.490
563.693	RS LICENSE SO WESTCHESTER BOCES	0.0000	0.0000	X-CONTRACT	0.00	2110.490
564.693	RS BASE SO WESTCHESTER BOCES	0.0000	0.0000	X-CONTRACT	0.00	2110.490
565.494	DEI/CRSE RESOURCES MONROE #1 BOCES	0.0000	0.0000	X-CONTRACT	0.00	2110.490
566.494	SCHOOL IMPROVEMENT MONROE #1 BOCES	0.0000	0.0000	X-Contract	0.00	2010.490
567.496	YOUTH DEV. SURVEY TOMPKINS BOCES	0.0000	0.0000	X-CONTRACT	0.00	2010.490
568.496	SCHOOL IMP. TOMPKINS-SENECA BOCES	0.0000	0.0000	X-CONTRACT	0.00	2010.490
569.497	COORDINATION, OTHER GST BOCES	0.0000	0.0000	X-Contract	0.00	2010.490
570.693	VIDEO STREAM SO WESTCHESTER BOCES	0.0000	0.0000	X-Contract	0.00	2010.490
571.796	STAFF DEVELOPMENT ERIE 2 BOCES	0.0000	0.0000	X-Contract	0.00	2110.490
572.798	COMPUTER, INSTR ORANGE-ULSTER BOCES	0.0000	0.0000	X-Contract	0.00	1680.490
573.495	SCHOOL IMPROVEMENT MONROE 2 BOCES	0.0000	0.0000	X-Contract	0.00	2010.490
574.494	ELEMENTARY SCIENCE MONROE 1 BOCES	0.0000	0.0000	X-CONTRACT	0.00	2110.490
575.798	SCHOOL IMPROVE ORANGE-ULSTER BOCES	0.0000	0.0000	X-CONTRACT	0.00	2010.490
576.495	PRINTING MONROE 2 BOCES	0.0000	0.0000	X-Contract	0.00	1670.490
577.495	ELEMENTARY SCIENCE MONROE 2 BOCES	0.0000	0.0000	X-CONTRACT	0.00	2110.490
578.495	COMPUTER SRVC INSTR MONROE 2 BOCES	0.0000	0.0000	X-CONTRACT	0.00	2110.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Cod
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
579.495	TEST SCORING MONROE 2 BOCES	0.0000 X-Contract	0.00	0.00	2010.490
580.596	SCHOOL IMPROVEMENT OCM BOCES	0.0000 X-Contract	0.00	0.00	2010.490
581.499	SCHOOL IMPROVEMENT WFL BOCES	0.0000 X-Contract	0.00	0.00	2010.490
582.593	GRANT WRITING CAPITAL REGION BOCES	0.0000 X-Contract	0.00	0.00	2010.490
583.791	LOTE CURRICULUM OHM BOCES	0.0000 X-CONTRACT	0.00	0.00	2010.490
584.499	INST. MATERIALS DEV. WFL BOCES	0.0000 X-Contract	0.00	0.00	2110.490
585.499	GRANT WRITER WFL BOCES	0.0000 X-Contract	0.00	0.00	2060.490
586.499	COMPUTER SRV INSTR 1/10TH WFL BOCES	0.0000 X-Contract	62,622.21	62,622.21	1680.490
586.599	COMPUTER SRV INSTR 100% WFL BOCES	0.0000 X-Contract	0.00	0.00	1680.490
586.699	COMP SRV INST NO AID 100% WFL BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
586.799	COMP SRV INST NO AID 1/10 WFL BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
587.690	SCHOOL IMPROV ORLEANS-NIAGARA BOCE	0.0000 X-Contract	0.00	0.00	2010.490
588.498	SCHOOL IMPROVEMENT ROCKLAND BOCES	0.0000 X-Contract	0.00	0.00	2010.490
589.796	CURRICULUM DEVELOPMENT ERIE 2 BOCES	0.0000 X-Contract	0.00	0.00	2010.490
590.497	SCHOOL IMPROVEMENT GST BOCES	0.0000 X-Contract	0.00	0.00	2010.490
591.797	SCHOOL IMPROVEMENT NASSAU BOCES	0.0000 X-CONTRACT	0.00	0.00	2010.490
592.797	COMPUTER SERVICE NASSAU BOCES	0.0000 X-Contract	0.00	0.00	1680.490
593.696	STAFF DEV. PUTNAM-WESTCHESTER BOCE	0.0000 X-CONTRACT	0.00	0.00	2110.490
594.496	MASTERMINDS MONROE 2 BOCES	0.0000 X-CONTRACT	0.00	0.00	2110.490

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GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Cod
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
595.591	STAFF DEV. CATT-ALLEGANY BOCES	0.0000 X-Contract	0.00	0.00	2110.490
596.793	SCHOOL IMPROVEMENT WSWHE BOCES	0.0000 X-Contract	0.00	0.00	2010.490
597.591	SCHOOL IMP. CATT-ALLEGANY BOCES	0.0000 X-Contract	0.00	0.00	2010.490
598.696	LIBRARY PUTNAM-WESTCHESTER BOCES	0.0000 X-Contract	0.00	0.00	2110.490
599.490	STAFF DEVELOPMENT QUESTAR III BOCES	0.0000 X-CONTRACT	0.00	0.00	2010.490
601.000	CERTIFICATION	0.0000 RWADA	454.00	454.00	1430.490
601.100	CERTIFICATION - OTHER	0.0000 RWADA	0.00	0.00	1430.490
602.000	STAFF DEVEL.-BUS DRIVERS-LEVEL I	300.0000 PER DISTRICT	0.00	0.00	5510.490
602.001	STAFF DVLP.-BUS DRIVERS LEVEL III	580.0000 PER DRIVER	0.00	5,800.00	5510.490
602.002	STAFF DVLP. - BUS DRIVERS LEVEL II	5,625.0000 PER DISTRICT	0.00	0.00	5510.490
603.000	BOARD OF ED INSTITUTE	504.0000 PER BOE MEMBER	0.00	3,528.00	1010.490
603.001	BOARD OF EDUCATION-INSTITUTE	0.0000	0.00	0.00	1010.490
603.002	BOARD OF EDUCATION-CONSULTANT	0.0000	0.00	0.00	1010.490
603.003	BOE-PLANNING	0.0000	0.00	0.00	1010.490
605.000	RECRUITING SERVICE	0.0000 PER DISTRICT	0.00	0.00	1430.490
607.001	LABOR RELATIONS - BOCES SERVICE	36,975.0000 PER DISTRICT	-4,623.00	32,352.00	1420.490
607.002	LABOR RELATIONS - BOCES NEG. ASST.	80.0000 PER HOUR	0.00	0.00	1420.490
607.500	LABOR RELATIONS - HR SERVICES	10,710.0000 PER DISTRICT	0.00	0.00	1420.490
612.010	CENTRAL FOOD SERVICE DISTRICT LEVEL	22,735.0000 PER DAY/WEEK	0.00	17,051.25	LUNCH
612.020	CENTRAL FOOD SERVICE BUILDING LEVEL	21,465.0000 PER DAY/WEEK	0.00	0.00	LUNCH
612.100	CENTRAL FOOD LEVEL 1 CONSULTING	5,000.0000 PER CONSULT	0.00	0.00	LUNCH
612.110	CENTRAL FOOD - OTHER DISTRICT LEVEL	27,250.0000 PER DAY/WEEK	0.00	0.00	LUNCH
612.120	CENTRAL FOOD - OTHER BUILDING LEVEL	0.0000 PER DAY/WEEK	0.00	0.00	LUNCH
615.000	HEALTH,SAFETY,RISK MGT	0.0000 BASE + SQ.FT.	9,284.66	9,284.66	1310.490

GENESEE VALLEY BOCES
80 MUNSON ST.
LE ROY, NY 14482

BOCES Final Services Commitment Form 2025-2026

GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Cod
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
615.100	RAPID RESPONDER FACILITATION	0.0000	1,248.0000 PER SITE	0.00	1310.490
615.200	AIR QUALITY CONTROL <75,000 SQ FT	0.0000	5,000.0000 PER BUILDING	0.00	1310.490
615.210	AIR QUALITY CONTROL 75,000-125,000	0.0000	6,000.0000 PER BUILDING	0.00	1310.490
615.220	AIR QUALITY CONTROL >125,000 SQ FT	0.0000	7,000.0000 PER BUILDING	0.00	1310.490
616.000	COOPERATIVE BIDDING	1.0000	3,022.0000 PER DISTRICT	3,022.00	1345.490
618.000	EMPLOYEE ASSISTANCE PROG (EAP)	0.0000	27.8900 PER EMPLOYEE	0.00	1430.490
619.200	TIME & ATTENDANCE - IMPLEMENTATION	0.0000	0.0000 PER DISTRICT	0.00	2110.490
619.250	TIME & ATTENDANCE - SUBSCRIPTION	0.0000	0.0000 PER DISTRICT	0.00	2110.490
619.300	ABSENCE MANAGEMENT	0.0000	0.0000 PER DISTRICT	1,410.00	2110.490
620.000	TEXTBOOK COORDINATION - NON PUBLIC	2.0000	13.9400 PER BOOK	27.88	2110.490
620.001	NON PUBLIC TEXTBOOKS	0.0000	0.0000 COOR. FEE/BOOK	180.00	2110.490
625.000	CENTRAL BUSINESS OFFICE	0.0000	0.0000 PER DAY/WEEK	0.00	1310.490
629.000	ENERGY MANAGEMENT	0.0000	0.0000 BASE + SQ.FT.	0.00	1310.490
631.000	RECORDS MANAGEMENT	1.0000	3,789.0000 PER DISTRICT	3,789.00	2610.490
633.000	SELF-FUNDED HEALTH CARE BENEFIT CO	35.0000	76.9100 PER PARTICIPANT	2,691.85	1310.490
633.100	FLEX BENEFITS COORDINATION	10.0000	82.0100 PER PARTICIPANT	820.10	1310.490
633.200	SELF FUNDED WORK COMP	0.0000	0.0000 PER DISTRICT	0.00	1310.490
633.300	HEALTH REIMB ACCOUNTS	0.0000	77.6300 PER PARTICIPANT	0.00	1310.490
646.696	RECRUITING PUTNAM WESTCHESTER BOCES	0.0000	0.0000 X-CONTRACT	0.00	1430.490
647.796	PLANNING ERIE 2 BOCES	0.0000	0.0000 X-Contract	0.00	1010.490
648.492	STAFF DEV. BUS DRIVERS ERIE 1 BOCES	0.0000	0.0000 X-Contract	0.00	5510.490
649.693	COMP SRVC ADMIN SO WESTCHESTER BOCES	0.0000	0.0000 X-CONTRACT	0.00	1680.490

BOCES Final Services Commitment Form 2025-2026

GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Code
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
550.591	PUBLIC INFORMATION CATT-ALL BOCES	0.0000 X-CONTRACT	0.00	0.00	1480.490
551.691	COMP SRVC ADMIN BROOME-TIOGA BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
552.795	PLANNING FRANKLIN-ESSEX HAM BOCES	0.0000 X-Contract	0.00	0.00	1010.490
553.492	NEGOTIATIONS ERIE 1 BOCES	0.0000 X-Contract	0.00	0.00	1420.490
554.492	PLANNING SERVICE ERIE 1 BOCES	0.0000 X-Contract	4,000.00	4,000.00	1010.490
555.492	GASB ERIE 1 BOCES	0.0000 X-Contract	8,113.00	8,113.00	1310.490
556.593	COMP SRV ADMIN CAPITAL REGION BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
557.492	COMPUTER SERVICE ADMIN ERIE 1 BOCES	0.0000 X-CONTRACT	2,816.76	2,816.76	1680.490
558.696	STAFF DEV PUTNAM-WESTCHESTER BOCE	0.0000 X-CONTRACT	0.00	0.00	1430.490
559.497	CENTRAL BUSINESS OFFICE GST BOCES	0.0000 X-CONTRACT	0.00	0.00	1310.490
560.494	TRANSPORTATION MONROE #1 BOCES	0.0000 X-CONTRACT	0.00	0.00	5510.490
561.494	COMPUTER SRVC ADMIN MONROE #1 BOCE	0.0000 X-Contract	0.00	0.00	1680.490
562.495	COOPERATIVE BIDDING MONROE 2 BOCES	0.0000 X-Contract	0.00	0.00	1345.490
563.495	NEGOTIATIONS MONROE 2 BOCES	0.0000 X-Contract	0.00	0.00	1420.490
564.495	RECRUITING MONROE 2 BOCES	0.0000 X-CONTRACT	0.00	0.00	1430.490
565.593	CENTRAL BUS OFFICE CAP REGION BOCES	0.0000 X-CONTRACT	0.00	0.00	1310.490
566.596	COOPERATIVE BIDDING (GAS) OCM BOCES	0.0000 X-Contract	0.00	0.00	1345.490
567.492	SAFETY RISK MANAGEMENT ERIE 1 BOCES	0.0000 X-Contract	0.00	0.00	1310.490

GENESEE VALLEY BOCES
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LE ROY, NY 14482

BOCES Final Services Commitment Form 2025-2026

GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No. Service		Basis for Current Contract			District Budget Code
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
0.0000	0.0000	X-CONTRACT	1,687.35	1,687.35	1345.490
0.0000	0.0000	X-Contract	1,687.35	1,687.35	1345.490
0.0000	0.0000	X-Contract	0.00	0.00	1310.490
0.0000	0.0000	X-Contract	0.00	0.00	5510.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	1430.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	1310.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	2815.490
0.0000	0.0000	X-Contract	0.00	0.00	1680.490
0.0000	0.0000	X-CONTRACT	52,938.25	52,938.25	1680.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	1680.490
0.0000	0.0000	X-Contract	0.00	0.00	1680.490
0.0000	0.0000	X-Contract	45,058.20	45,058.20	1680.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	1680.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	1480.490
1.0000	3,657.0000	X-CONTRACT	0.00	3,657.00	1310.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	1310.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	1345.490
0.0000	0.0000	X-Contract	0.00	0.00	1680.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	1480.490
0.0000	0.0000	X-CONTRACT	0.00	0.00	1480.490

GENESEE VALLEY BOCES
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BOCES Final Services Commitment Form 2025-2026

GENESEE VALLEY BOCES WYOMING CSD		School Year 2025-26			
Program/ Serial No.	Service	Basis for Current Contract			District Budget Cod
Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	
683.490	COORDINATION OF INSURANCE QUESTAR	0.0000 X-CONTRACT	0.00	0.00	2815.490
684.499	TEL INTERCONNECT 100% WFL BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
684.599	TEL INTERCONNECT 1/10TH WFL BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
684.699	TEL INTERCNCNT NO AID 100% WFL BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
685.494	TEL INTERCONNECT MONROE #1 BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
686.693	HSRM SOUTHERN WESTCHESTER BOCES	0.0000 X-Contract	0.00	0.00	1310.490
687.593	GASB CAPITAL REGION BOCES	0.0000 X-CONTRACT	0.00	0.00	1310.490
688.496	SAFETY RISK MGMT TST BOCES	0.0000 X-Contract	0.00	0.00	1310.490
689.696	HSRM PUTNAM WESTCHESTER BOCES	0.0000 X-Contract	0.00	0.00	1310.490
690.593	PUBLIC INFORMATION CAP REGION BOCES	0.0000 X-CONTRACT	0.00	0.00	1480.490
691.696	PLANNING PUTNAM WESTCHESTER BOCES	0.0000 X-Contract	0.00	0.00	1010.490
692.691	PLANNING BROOME TIOGA BOCES	0.0000 X-Contract	0.00	0.00	1010.490
693.795	TRANSPORTATION PLANNING FEH BOCES	0.0000 X-Contract	0.00	0.00	5510.490
694.492	BUILDINGS PERSONNEL ERIE 1 BOCES	0.0000 X-CONTRACT	0.00	0.00	1620.490
695.597	HSRM HERKIMER-FULTON BOCES	0.0000 X-Contract	0.00	0.00	1310.490
696.692	COMPUTER SERVICE ADMIN ULSTER BOCES	0.0000 X-Contract	0.00	0.00	1680.490
697.792	COMP SRVC ADMIN EAST SUFFOLK BOCES	0.0000 X-CONTRACT	0.00	0.00	1680.490
698.490	SPEC ED AID ASSISTANCE QUESTAR III	0.0000 X-CONTRACT	0.00	0.00	1310.490
699.495	TIFP MONROE 2 BOCES	0.0000 X-Contract	0.00	0.00	2110.490

GENESEE VALLEY BOCES
80 MUNSON ST.
LE ROY, NY 14482

GENESEE VALLEY BOCES
WYOMING CSD

School Year 2025-26

Summary:

Total of Service Costs - All Funds:

Capital Costs:

Adm. & Clerical Costs:

Total Contract Costs:

698,613.86 (Except 001/002)

34,501.00 (CoSer 002)

32,300.00 (CoSer 001)

765,414.86

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule: 10 Times Per Year.


Signature, President and/or Clerk, BOCES

GENESEE-LIVINGSTON-STEUBEN-WYOMING BOCES (Party of the First Part)

Signature, President and /or Clerk, Board of Education
WYOMING CSD , (Party of the Second Part)

Request for Disposal

Name of Requestor: Olivia Lamar

Subject Area	ISBN	Title of Book	Author of Book	Date of Publication	Number of Books to be Disposed of	Salvage, Donatable, or Recyclable	Location	Reason
English Language Arts	46594005953	Indian Captive: The Story of Mary Jemison	Lois Lenski	1941	14	Recycle	Book Room	Falling Apart, Pages Missing
English Language Arts	46594003959	Bridge to Terabithia	Katherine Paterson	1977	13	Recycle	Book Room	Falling Apart, Pages Missing
English Language Arts	9780064400558	Charlotte's Web	EB White	1952	23	Recycle	Book Room	Falling Apart, Pages Missing
English Language Arts	76783002951	James and the Giant Peach	Roadl Dahl	1961	17	Recycle	Book Room	Falling Apart, Pages Missing
English Language Arts		The Red Badge of Courage	Stephen Crane	1964	7	Recycle	Book Room	Falling Apart, Pages Missing
English Language Arts	46594003959	The Pinballs	Betsy Byars	1993	32	Recycle	Book Room	Many Falling Apart, Also not a high interest text
English Language Arts	224373636	Language Arts Today (Red/Pink Cover)	MacMillan/McGraw-Hill	1991	1	Recycle	Book Room	Out of Date/Unused Curriculum Resource
English Language Arts	9780021810123	Spotlight on Literature Silver Level	MacMillan/McGraw-Hill	1997	1	Recycle	Book Room	Out of Date/Unused Curriculum Resource
English Language Arts	9780440421856	How to Eat Fried Worms	Thomas Rockwell	1973	61	Recycle	Book Room	Falling Apart, Pages Missing-Well Loved, but have lived their life
English Language Arts	71009003501	The Sign of the Beaver	Elizabeth George Speare	1983	4	Recycle	Book Room	The narrative reinforces outdated stereotypes and may not be appropriate for a modern audience.
English Language Arts	51488003953	Blue Willow	Doris Gates	1940	3	Recycle	Book Room	The portrayal of ethnic characters such as the Mexican-American neighbor may feel dated or stereotypical by today's standards.
English Language Arts	78073002504	The Flunking of Joshua T Bales	Susan Shreve	1984	6	Recycle	Book Room	Mature Sensitivity
English Language Arts	71009006508	Johnny Tremain	Esther Forbes	1969	47	Recycle	Book Room	Falling Apart, Pages Missing
English Language Arts	590406205	Stuart Little	EB White	1987	1	Recycle	Book Room	Falling Apart, Pages Missing
English Language Arts	46594004956	The Midwife's Apprentice	Karen Cushman	1995	32	Recycle	Book Room	Mature Content
English Language Arts		Wuthering Heights	Emily Bronte	1959	12	Recycle	Book Room	Mature Content
English Language Arts	71009003507	The Slave Dancer	Poula Fox	1973	34	Recycle	Book Room	Problematic Depictions of Race and Slavery
English Language Arts	9780689715679	Shadow of a Bull	Maia Wojcieszowska	1964	44	Recycle	Book Room	Dated and Culturally Sensitive Content
English Language Arts	76783005990	April Morning	Howard Fast	1961	3	Recycle	Book Room	Not Age Appropriate for Grades 6 and Lower-Not Used in Curriculum for Grades 7 and Up
English Language Arts	9780140348101	My Side of the Mountain	Jean Craighead George	1991	6	Recycle	Book Room	Falling Apart
English Language Arts	71009004504	Nightjohn	Gary Paulsen	1993	14	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	78073002504	The Adventures of Tom Sawyer	Mark Twain	1876	2	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	78073002252	Fury and the White Mare	Albert Miller	1962	2	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	71009003255	Beetles, Lightly Toasted	Phyllis Reynolds Naylor	1992	2	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	9780689710872	The Dark is Rising	Susan Cooper	1973	2	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	79808003995	20000 Leagues Under the Sea	Jules Verne	1873	6	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	9780893753443	The Call of The Wild	Jack London	1903	11	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	9780374480097	Tuck Everlasting	Natalie Babbitt	1975	2	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	590121251	The Borrowers Afloat	Mary Norton	1959	5	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	78073002955	The Rose in My Garden	Arnold Label	1984	3	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	590410814	Each Peach Pear Plum	Joney & Allen Ahlberg	1978	5	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	71009003507	Anastasia As Your Analyst	Lois Lowry	1984	12	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	71009003507	Anastasia Krupnik	Lois Lowry	1979	12	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	71009003996	Number the Stars	Lois Lowry	1989	28	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	78073005994	The Music of the Dolphins	Karen Hesse	1998	7	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	78073002757	Wind in the Willows	Kenneth Grahame	1908	6	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	51487062784	Wise Up, Alex	Kate Andrews	1997	5	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	71001003994	Indian in the Cupboard	Lynne Reid Banks	1980	53	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	78073004997	Sarah Bishop	Scott O'Dell	1980	20	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	71009003507	All About Sam	Lois Lowry	1988	12	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	51487004951	The Whipping Boy	Sid Fleischman	1986	68	Recycle	Book Room	Falling Apart/Outdated
English Language Arts	46594004956	Weasel	Cynthia Defelice	1990	12	Recycle	Book Room	Falling Apart/Outdated

English Language Arts	Little House on the Prairie	Laura Ingalls Wilder	1935	4 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	46594003959 Journey to Jaburg	Beverly Naido	1985	1 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	46594004956 Julie of the Wolves	Jean Craighead George	1972	25 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	64400204 Sounder	William H Armstrong	1969	21 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	006447027X The Endless Sleep	Esther Hautzig	1968	36 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	64402061 Prairie Songs	Pam Conrad	1988	35 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	440403219 Five Finger Discount	Bonthe DeClements	1983	20 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	440474574 Rat Teeth	Patricia Reilly Giff	1987	15 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	440428556 The Girl Who Knew It All	Patricia Reilly Giff	1987	19 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	590407546 Circle of Gold	Candy Dowson Boyd	1984	12 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	440401119 How to Fight a Girl	Thomas Rockwell	1987	20 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	590494295 Cousins: Stuck in the Middle	Colleen O'Shaughnessy McKenna	1992	1 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	590494287 Cousins: Not Quite Sisters	Colleen O'Shaughnessy McKenna	1993	4 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	590300946 The Long Winter	Laura Ingalls Wilder	1940	6 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	689808828 Hatchet	Gary Paulsen	1987	10 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	390710404 The Secret of the Indian	Lynne Reid Banks	1989	6 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	9780439250511 Because of Winn Dixie	Kare Di Cornillo	2000	2 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	440824524 Shiloh	Phyllis Reynolds Naylor	1991	8 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	78073002955 The Hot & Cold Summer	Johanna Hurwitz	1985	1 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	78073003501 Ten Kids No Pets	Ann M. Martin	1988	2 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	051488003953 Charlie & The Chocolate Factory	Roald Dahl	1964	5 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	51488004509 Charlie & The Great Glass Elevator	Roald Dahl	1972	13 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	4400404908 Fudge a-mania	Judy Blume	1990	1 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	78073003990 The Day the Fifth Grade Disappeared	Terri Fields	1987	2 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	70090003996 Superfudge	Judy Blume	1980	7 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	76783003996 Road to Avonlea	Lucy Maud Montgomery	1991	5 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	70999005959 The World Almanac	Bruce McMillan	1987	1 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	9780590437707 Eating Fractions	James Lincoln Collier	1991	1 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	My Brother Sam is Dead	Dan Gutman	1974	1 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	9780439584432 Jackie & Me	Jeanne DuPrau	1999	8 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	9780385736282 City of Ember	Jean Craighead George	2003	8 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	140342486 On the Far Side of the Mountain	Jean Craighead George	1990	1 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	76714004993 Coddie Woodlawn	Carol Ryrie Brink	1935	26 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	46594002952 The Best Christmas Pageant Ever	Barbara Robinson	1972	13 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	71009003996 Missing May	Cynthia Rylant	1992	12 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	76714005990 The View from Saturday	E.L. Konigsburg	1996	8 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	9780312367558 A Wrinkle in Time	Modeline L'Engle	1962	5 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	71009004504 A Family Apart	Joan Lowery Nixon	1987	8 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	9780140242058 Zora's Diary	Zlata Filipovic	1994	10 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	46594005953 Catherine Called Birdy	Karen Cushman	1994	14 Recycle	Book Room	Falling Apart/Outdated
English Language Arts	Various titles of Spotlight on Literacy Small Group Reading Books for grades 1, 4, 5			Recycle	Book Room	

Curriculum has not been used in or less: 20 years.



Paul A. Pettit, MSL, CPH
Public Health Director

GENESEE COUNTY HEALTH DEPARTMENT
3837 West Main Street Rd.
Batavia, NY 14020
(585) 344-2580 x5555

May 14, 2025

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

Dear Provider:

Enclosed is the 2025-2027 agreement between your agency and the Genesee County Health Department to provide Related Services for the Genesee County Preschool Supportive Health Services Program (PSHSP).

Please sign the contract, as indicated, and return in the enclosed, self-addressed envelope as soon as possible.

In order to comply with Medicaid rules and regulations, as well as county requirements, agencies must provide the Health Department with the following current information upon expiration for our files. Failure to provide this information could result in delayed or non-payments to your agency.

- Current License/Certificate/Registration for staff providing services in Genesee County
- Current List of Staff servicing Genesee County, with NPI numbers
- Name/Title of anyone affiliated with Medicaid billing including:
 - Directors
 - Medicaid billers
 - Corporate Compliance Officer
 - Other relevant personnel
- Liability Insurance with Genesee County named as an additional insured
- Worker's Compensation Insurance or exclusion

In addition, any current or future individual affiliated with Medicaid billing, must complete the Medicaid Relevant Employee Compliance Training. Additional information can be found on the Medicaid-in-Education website: https://www.oms.nysed.gov/medicaid/training_materials/.

- Courses: SSHSP Medicaid 101: Part 1 and SSHSP Medicaid 101: Part 2, under training calendar. Please send the certificate once the training has been completed (if not provided previously)

You will be provided with a fully executed copy of this agreement once the required signatures have been obtained. Please contact Laurie Skinner, laurie.skinner@geneseeny.gov, 585-344-2580 ext. 5517, with any questions.

Sincerely,

Paul A. Pettit, MSL
Public Health Director

Enclosures 2

**Contract between Genesee County and 4410 Providers
For the Delivery of Preschool Special Education Related Services
(Revised November 7, 2024)**

This Contract, made this _____ day of _____, Two Thousand and Twenty Three, 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:

I. 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 **July 1, 2025** and terminate on **June 30, 2027**; 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 occurrence 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 compliance 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 accordance with its obligations under the law, will be permitted access to records of eligible persons served by the PROVIDER in accordance with this Agreement, as necessary. The PROVIDER shall sign APPENDIX F: HIPAA Business Associate Agreement and 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:

The PROVIDER shall execute the County-Contractor Addendum Agreement that outlines the County insurance provisions in APPENDIX I and provide the required insurance coverage to the MUNICIPALITY prior to commencement of the provision of any services. 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 Agreement shall be withheld until the standards are met. 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.

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	County-Contractor Addendum Agreement and Genesee County Insurance Provisions

APPENDIX A

COUNTY OF GENESEE PRESCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (PSSHSP)



RELATED SERVICE RATES

<u>Related Services</u>	School Year			
	2025-2026		2026-2027	
	Individual	Group	Individual	Group
Speech Therapy	\$ 63.00	\$ 38.00	\$ 63.00	\$ 38.00
Occupational Therapy	\$ 63.00	\$ 38.00	\$ 63.00	\$ 38.00
Physical Therapy	\$ 63.00	\$ 38.00	\$ 63.00	\$ 38.00
Counseling Services	\$ 63.00	\$ 38.00	\$ 63.00	\$ 38.00
Psychological Services	\$ 63.00	\$ 38.00	\$ 63.00	\$ 38.00
Teacher of Deaf	\$ 63.00	\$ 38.00	\$ 63.00	\$ 38.00
Teacher of the Visually Impaired	\$ 63.00	\$ 38.00	\$ 63.00	\$ 38.00
Music Therapy	\$ 63.00	\$ 38.00	\$ 63.00	\$ 38.00
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

Printed Name

Title

Date Signed

Provider Agency (if applicable)

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

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</p>	<p>RETENTION: 6 years</p>

	item no. 931a. Committees covered by this item include committees on special education, and subcommittees on special education.	
* 3.[ED1 271]	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:	RETENTION: 6 years
* 4.[ED1 366]	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:	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>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 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.[EDI 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.[EDI 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.[EDI 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.[EDI 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.[EDI 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.[EDI 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
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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

It is the policy of Genesee County to establish and maintain a system to prevent health care fraud and abuse and comply with applicable state and federal fraud and abuse 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 County about its policy and procedure to detect fraud, waste and abuse including: how to report a concern, an overview of applicable state and federal laws and Whistleblower protections as required by the Deficit Reduction Act of 2005.

If a contractor suspects fraud, waste or abuse has occurred, they should contact their immediate supervisor to report the facts and call the Genesee County Compliance Officer (585) 344-2580 x2212. Genesee County also maintains an Anonymous Fraud Hotline (585) 815-7830 to accept calls from contractors, agents, employees and the general public concerning suspected fraud and abuse. A report may 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. Genesee County will not retaliate against any personnel for informing it or the federal or state government of a possible violation of law.

A copy of this policy is posted on the Genesee County Website 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. Questions regarding this policy should be directed to Genesee County Compliance Officer Pamela LaGrou at (585) 344-2580 x2212 or compliance@geneseeny.gov.

II. FRAUD AND ABUSE LAWS

Federal Laws

False Claims Act (31 USC §§ 3729 – 3733; 18 USC § 287): Under the Federal Civil False Claims Act, any person who knowingly and/or willfully submits a false or fraudulent claim for payment to the Federal government may be subject to civil penalties, including monetary penalties, treble damages, exclusion from participation in the Medicare and Medicaid Programs, and fines of up to three times the government's loss plus up to \$11,000 per claim filed (*i.e.*, each instance of an item or service billed to a government health care program). Examples of prohibited conduct include billing for services not rendered, upcoding claims, double billing, misrepresenting services that were rendered, falsely certifying that services were medically necessary, making false statements to the government, failing to comply with conditions of payment, and failing to refund overpayments made by a Federal health care program. Notably, no specific intent to defraud the government is required, as "knowing" is defined to include not only actual knowledge but also instances in which the person acted in deliberate ignorance or reckless disregard of the truth or falsity of the information. The civil False Claims Act also contains a whistleblower provision that permits private citizens ("relators") to file suits on behalf of the government ("*qui tam* suits") against those who have defrauded the government and the relator, if successful, may receive a portion of the government's recovery.

Federal law also establishes criminal liability against individuals or entities that knowingly submit, or cause to be submitted, a false or fraudulent claim for payment to the Federal government. Criminal False Claims Act liability can result in imprisonment of up to five years and/or substantial fines.

Administrative Remedies for False Claims (31 USC §§ 3801 – 3812): Federal law allows for administrative recoveries by Federal agencies related to false claims. The laws penalize any person who makes, presents or submits (or causes to be made, presented, or submitted) a claim that the person knows or has reason to know:

- Is false, fictitious, or fraudulent;
 - Includes or is supported by any written statement which asserts a material fact which is false, fictitious, or fraudulent;
 - Includes or is supported by any written statement that omits a material fact, is false, fictitious, or fraudulent as a result of such omission, and is a statement in which the person making, presenting, or submitting such statement has a duty to include such material fact; or
 - Is for payment for the provision of property or services which the person has not provided as claimed.
- The Federal agency receiving the false claim may impose a penalty of up to \$5,000 for each claim, as well as an assessment of up to twice the amount of the claim in violation of the False Claims Act. In these instances, the determination of whether a claim is false and the imposition of fines and penalties is made by the Federal administrative agency, rather than by a court. Moreover, in contrast to the False Claims Act, a violation of these laws occurs when a false claim is submitted, rather than when it is paid.

Anti-Kickback Statute (42 USC § 1320a-7b(b)): The Federal Anti-Kickback Statute is a criminal law that prohibits the knowing and willful payment of “remuneration” to induce or reward patient referrals or the generation of business involving any item or service that is payable by a Federal health care program. Remuneration includes kickbacks, bribes, and rebates paid directly or indirectly, overtly or covertly, in cash or in kind (*i.e.*, anything of value), and items or services includes drugs, supplies, or health care services provided to Medicare or Medicaid patients. The Statute covers both the payers and recipients of kickbacks. No intent to violate the Statute is required, and the Statute has been interpreted to cover any arrangement where one purpose of the remuneration was to obtain money for the referral of services or to induce further referrals.

An individual or entity that is found to have violated the Anti-Kickback Statute may be subject to criminal penalties and administrative sanctions including fines, imprisonment, and exclusion from participation in Federal health care programs, including the Medicaid and Medicare Programs. Safe harbors protect certain payment and business practices from criminal and civil prosecution that could otherwise implicate the Anti-Kickback Statute. To be protected by a safe harbor, the arrangement must fit squarely within the safe harbor and must satisfy all of its requirements.

Physician Self-Referral Law (42 USC § 1395nn): The Federal Physician Self-Referral Law, commonly referred to as the “Stark Law,” prohibits physicians—including medical doctors, doctors of osteopathy, psychologists, oral surgeons, dentists, podiatrists, optometrists, and chiropractors—from referring patients to receive “designated health services” payable by Medicare or Medicaid from entities with which the physician or an immediate family member has a financial relationship, unless the ownership or compensation arrangement is structured to fit within a regulatory exception.

Financial relationships include both ownership/investment interests and compensation arrangements, and “designated health services” are any of the following services, other than those provided as emergency physician services furnished outside of the United States, that are payable in whole or in part by the Medicare Program:

- Clinical laboratory services;
- Physical therapy, occupational therapy, and outpatient speech-language pathology services;
- Radiology and certain other imaging services;
- Radiation therapy services and supplies;

- Durable medical equipment and supplies;
- Parenteral and enteral nutrients, equipment, and supplies;
- Prosthetics, orthotics, and prosthetic devices and supplies;
- Home health services;
- Outpatient prescription drugs; and
- Inpatient and outpatient hospital services.

The Stark Law is a strict liability statute, and therefore, proof of specific intent to violate the law is not required. The Law also prohibits the submission, or causing the submission, of claims in violation of the law's restrictions on referrals. Penalties for physicians who violate the Stark Law include fines, civil penalties, repayment of Medicare and/or Medicaid reimbursement, and exclusion from participation in the Federal health care programs.

Exclusion Statute (42 USC § 1320a-7): The Federal Exclusion Statute requires the U.S. Department of Health and Human Services Office of Inspector General to exclude individuals and entities convicted of certain types of criminal offenses from participation in all Federal health care programs (including the Medicare and Medicaid Programs), and gives the Office the discretion to exclude individuals and entities on several other grounds. The following types of criminal offenses require exclusion:

- Medicare or Medicaid fraud, as well as any other offenses related to the delivery of items or services under Medicare or Medicaid;
- Patient abuse or neglect;
- Felony convictions for other health-care-related fraud, theft, or other financial misconduct; and
- Felony convictions for unlawful manufacture, distribution, prescription, or dispensing of controlled substances.

Physicians who are excluded from participation in Federal health care programs are barred from receiving payment from programs such as Medicaid and Medicare for items or services furnished, ordered, or prescribed. Additionally, individuals and entities providing health care services may not employ or contract with excluded individuals or entities in any capacity or setting in which Federal health care programs may reimburse for the items or services furnished by those employees or contractors. Employing or contracting with an excluded individual or entity may result in civil monetary penalties and an obligation to repay any amounts paid by a Federal health care program attributable to the excluded individual or entity's services.

Civil Monetary Penalties Law (42 USC § 1320a-7a): The Federal Civil Monetary Penalties Law authorizes the U.S. Department of Health and Human Services Office of Inspector General to seek civil monetary and other penalties against individuals and entities for a wide variety of conduct, including presenting a claim that a person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent, presenting a claim that the person knows or should know is for an item or service that is not payable, or making false statements or misrepresentations on applications or contracts to participate in Federal health care programs, among others. Violations of the False Claims Act, Anti-Kickback Statute, and Stark Law implicate the Civil Monetary Penalties Law and can lead to civil monetary and other penalties.

The amount of the penalties and assessments that the U.S. Department of Health and Human Services Office of Inspector General is authorized to seek under the Civil Monetary Penalties Law differs depending on the type of violation at issue. Specifically, the Civil Monetary Penalties Law authorizes penalties in the amount of \$100,000 for each act in violation of the Anti-Kickback Statute, in addition to any other penalty that may be prescribed by law. Regulations also permit the U.S. Department of Health and Human Services Office of Inspector General to impose a penalty up to \$50,000 for each offer, payment, solicitation or receipt of remuneration, and violations of the Anti-Kickback Statute can result in assessments of up to three times the total amount of the remuneration offered, paid, solicited, or received. Remuneration under the Civil Monetary Penalties Law includes waivers of coinsurance and deductible amounts (including partial waivers), and transfers of items or services for

free or for amounts other than fair market value. In addition to civil monetary penalties, persons or entities may also be excluded from participation in Federal health care programs, fines, treble damages, denial of payment, and repayment of amounts improperly paid.

New York State Laws

New York State False Claims Act (N.Y. State Finance Law §§ 187 – 194): The New York State False Claims Act closely tracks the Federal False Claims Act, and imposes penalties and fines on individuals and entities that file false or fraudulent claims for payment from any State or local government, including health care programs such as the Medicaid Program. Specifically, the Act penalizes any person or entity who, among other conduct:

- Knowingly presents, or causes to be presented, to any employee, officer, or agent of the State or a local government a false or fraudulent claim for payment or approval, or conspires to do the same;
- Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim, or conspires to do the same;
- Conspires to defraud the State or a local government by getting a false or fraudulent claim allowed or paid; or
- Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the State or a local government.

The penalty for filing a false claim is \$6,000 to \$12,000 per claim and the recoverable damages are between two and three times the value of the amount falsely received. In addition, the person or entity that filed the false claim may have to pay the government's legal fees, including the costs of a civil action brought to recover any penalties or damages and attorneys' fees. The New York State False Claims Act also allows private individuals ("relators") to bring an action on behalf of the State or local government ("*qui tam* suits"). If the lawsuit results in a recovery or settlement, the relator may share in a percentage of the proceeds.

New York Social Services Law § 145: Under Section 145 of the New York Social Services Law, any person who makes false statements or representations, deliberately conceals any material fact, impersonates another, or through another fraudulent device obtains, or attempts to obtain, or aids or abets any person to obtain, public assistance or care to which the person is not entitled, including Medicaid Program benefits, is guilty of a misdemeanor. However, if the act constitutes a violation of a provision of the New York Penal Law, the person will be punished in accordance with the penalties fixed by the applicable law.

New York Social Service Law § 145-b: Section 145-b of the New York Social Services Law makes it unlawful to knowingly make a false statement or representation, to deliberately conceal any material fact, or to engage in any other fraudulent scheme or device to obtain or attempt to obtain public funds, including Medicaid Program funds. In instances where a violation of this law occurs, the local Social Services District or the State may recover civil damages equal to three times the amount by which any figure is falsely overstated. In the case of non-monetary false statements, the local Social Services District or State may recover three times the damages sustained by the government due to the violation or \$5,000, whichever is greater. The Department of Health may also impose a civil penalty of up to \$2,000 per violation, and if repeat violations occur within five years, a penalty of up to \$7,500 per violation may be imposed if the conduct involves more serious violations of Medicaid rules, billing for services not rendered, or providing excessive services.

New York Social Services Law § 145-c: Under Section 145-c of the New York Social Services Law, any person who applies for or receives public assistance, including Medicaid, by intentionally making a false or misleading statement, or intending to do so, the needs of the person or their family are not taken into account for various periods of time based on the offense committed. Specifically,

the person's or their family's needs will not be taken into account for six months on the first offense, 12 months on the second offense or a single offense that resulting in the wrongful receipt of benefits in an amount of between \$1,000 and \$3,900, 18 months on the third offense or upon an offense that results in the wrongful receipt of benefits in an amount in excess of \$3,900, and five years for any subsequent occasion of any such offense. These sanctions are in addition to any sanctions which may be provided for by law with respect to the offenses involved.

New York Social Services Law § 366-b: Under Section 366-b of the Social Services Law, any person who obtains or attempts to obtain, for themselves or others, medical assistance by means of a false statement, concealment of material facts, impersonation, or other fraudulent means is guilty of a Class A misdemeanor. Additionally, any person who, with intent to defraud, presents for payment a false or fraudulent claim for furnishing services, knowingly submits false information to obtain greater Medicaid compensation, or knowingly submits false information in order to obtain authorization to provide items or services is guilty of a Class A misdemeanor. Finally, if an act also constitutes a violation of a provision under the New York Penal Law, the person committing the act will be punished in accordance with the penalties fixed by such law.

New York Penal Law Article 155: Article 155 of the New York Penal Law establishes the crime of Larceny, which occurs when a person, with intent to deprive another of their property, obtains, takes, or withholds the property by means of trick, embezzlement, false pretense, false promise, a scheme to defraud, or other similar behavior. The four crimes of Larceny have been applied to Medicaid fraud cases. These crimes include:

- Penal Law § 155.30, Grand Larceny in the Fourth Degree, which involves property valued over \$1,000, and is a Class E felony;
- Penal Law § 155.35, Grand Larceny in the Third Degree, which involves property valued over \$3,000, and is a Class D felony;
- Penal Law § 155.40, Grand Larceny in the Second Degree, which involves property valued over \$50,000, and is a Class C felony; and
- Penal Law § 155.42, Grand Larceny in the First Degree, which involves property valued over \$1 million, and is a Class B felony.

New York Penal Law Article 175: The four crimes in Article 175 of the New York Penal Law, Offenses Involving False Written Statements, relate to filing false information or claims and have been applied in Medicaid fraud prosecutions. These crimes include:

- Penal Law § 175.05, Falsifying Business Records, which involves entering false information, omitting material information, or altering an enterprise's business records with the intent to defraud, and is a Class A misdemeanor;
- Penal Law § 175.10, Falsifying Business Records in the First Degree, which includes the elements of Penal Law § 175.05 and the intent to commit another crime or conceal its commission, and is a Class E felony;
- Penal Law § 175.30, Offering a False Instrument for Filings in the Second Degree, involves presenting a written instrument (including a claim for payment) to a public office knowing that it contains false information, and is a Class A misdemeanor; and
- Penal Law § 175.35, Offering a False Instrument for Filing in the First Degree, which includes the elements of Penal Law § 175.30 and an intent to defraud the State or a political subdivision, and is a Class E Felony.

New York Penal Law Article 176: Article 176 of the New York Penal Law, Insurance Fraud, applies to claims for insurance payment, including Medicaid or other health insurance, and contains six crimes. The crimes include:

- Penal Law § 176.10, Insurance Fraud in the Fifth Degree, which involves intentionally filing a health insurance claim knowing that it is false, and is a Class A misdemeanor;
- Penal Law § 176.15, Insurance fraud in the Fourth Degree, which involves filing a false insurance

- claim for over \$1,000, and is a Class E felony;
- Penal Law § 176.20, Insurance Fraud in the Third Degree, which involves filing a false insurance claim for over \$3,000, and is a Class D felony;
- Penal Law § 176.25, Insurance Fraud in the Second Degree, which involves filing a false insurance claim for over \$50,000, and is a Class C felony; and
- Penal Law § 176.30, Insurance Fraud in the First Degree, which involves filing a false insurance claim for over \$1 million, and is a Class B felony;
- Penal Law § 176.35, Aggravated Insurance Fraud, which involves committing insurance fraud more than once, and is a Class D felony.

New York Penal Law Article 177: Article 177 of the New York Penal Law establishes the crime of Health Care Fraud, and applies to claims for health insurance payment, including claims submitted to the Medicaid Program and other health plans, including non-government plans, and contains five crimes. The crimes include:

- Penal Law § 177.05, Health Care Fraud in the Fifth Degree, involves knowingly filing, with intent to defraud, a claim for payment that intentionally has false information or omissions, and is a Class A misdemeanor;
- Penal Law § 177.10, Health Care Fraud in the Fourth Degree, involves filing false claims and annually receiving over \$3,000 in the aggregate, and is a Class E felony;
- Penal Law § 177.15, Health Care Fraud in the Third Degree, involves filing false claims and annually receiving over \$10,000 in the aggregate, and is a Class D felony;
- Penal Law § 177.20, Health Care Fraud in the Second Degree, involves filing false claims and annually receiving over \$50,000 in the aggregate, and is a Class C felony; and
- Penal Law § 177.25, Health Care Fraud in the First Degree, involves filing false claims and annually receiving over \$1 million in the aggregate, and is a Class B felony.

III. WHISTLEBLOWER PROTECTIONS

Federal False Claims Act (31 USC §§ 3730(h)): The civil False Claims Act provides protection to relators who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the False Claims Act. Remedies include reinstatement with comparable seniority as the relator would have had but for the discrimination, two times the amount of any back pay, interest on any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees. However, if the *qui tam* action has no merit or is for the purpose of harassing the person or entity, the individual may have to pay the person or entity for its legal fees and costs in defending the suit.

New York State False Claims Act (N.Y. State Finance Law § 191): The New York State False Claims Act provides protection to an employee of any private or public employer who is discharged, demoted, suspended, threatened, harassed, or otherwise discriminated against in the terms and conditions of employment by their employer because of lawful acts taken by the employee in furtherance of an action under the New York State False Claims Act. Remedies can include reinstatement to the same position or an equivalent position, two times back pay, reinstatement of full fringe benefits and seniority rights, and compensation for any special damages sustained, including litigation costs and reasonable attorneys' fees.

New York Labor Law § 740: An employer may not take any retaliatory action against an employee (including former employees) if the employee discloses, or threatens to disclose, information about the employer's policies, practices, or activities to a regulatory, law enforcement, or another similar agency or public official. Protected disclosures include disclosures of an activity, policy, or practice of the employer that the employee reasonably believes are in violation of law, rule, or regulation, or

that the employee reasonably believes pose a substantial and specific danger to the public health or safety. The employee's disclosure is protected only if the employee first raised the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation. However, employer notification is not required where:

- There is an imminent and serious danger to the public health or safety;
- The employee reasonably believes that reporting to the supervisor would result in destruction of evidence or other concealment of the activity, policy, or practice;
- The activity, policy or practice could reasonably be expected to lead to endangering the welfare of a minor;
- The employee reasonably believes that reporting to the supervisor would result in physical harm to the employee or any other person; or
- The employee reasonably believes that the supervisor is already aware of the activity, policy, or practice and will not correct it.

Employees are also protected from retaliatory action if the employee objects to, or refuses to participate in, any activity that is in violation of law, rule, or regulation or that the employee reasonably believes poses a substantial and specific danger to the public health or safety. Additionally, employees are protected when the employee provides information to, or testifies before, any public body conducting an investigation, hearing, or inquiry into an employer's activity, policy, or practice. If an employer takes retaliatory action against the employee, the employee may sue in State court for reinstatement to the same position held before the retaliatory action, or to an equivalent position, any back wages and benefits, and attorneys' fees, among other remedies. If the employer's violation was willful, malicious, or wanton, punitive damages may be imposed.

New York State Labor Law § 741: A health care employer may not take any retaliatory action against a health care employee if the health care employee discloses, or threatens to disclose, certain information about the health care employer's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official, to a news media outlet, or to a social media forum available to the public at large. Under the law, a "health care employee" is any person who performs health care services for, and under the control and direction of, any public or private employer that provides health care services for wages or other remuneration.

Protected disclosures include disclosures of an activity, policy, or practice of the health care employer that the health care employee, in good faith, reasonably believes constitute improper quality of patient care or improper quality of workplace safety. Health care employees are also protected from retaliatory action if the health care employee objects to, or refuses to participate in, any activity, policy, or practice of the health care employer that the health care employee, in good faith, reasonably believes constitutes improper quality of patient care or improper quality of workplace safety.

The health care employee's disclosure is protected only if the health care employee first raised the matter with a supervisor and gave the health care employer a reasonable opportunity to correct the activity, policy, or practice. However, employer notification is not required where the improper quality of patient care or workplace safety presents an imminent threat to public health or safety, to the health of a specific patient, or to the health of a specific health care employee and the health care employee reasonably believes, in good faith, that reporting to a supervisor would not result in corrective action.

If a health care employer takes retaliatory action against the health care employee, the health care employee may sue in State court for reinstatement to the same position held before the retaliatory action, or to an equivalent position, any back wages and benefits, and attorneys' fees, among other remedies. If the health care employer's violation was willful, malicious, or wanton, punitive damages may be imposed.

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 is 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: _____

Title: Public Health Director

Title: _____

Date: _____

Date: _____

APPENDIX I

COUNTY-CONTRACTOR ADDENDUM AGREEMENT AND GENESEE COUNTY INSURANCE PROVISIONS

The County – Contractor Addendum Agreement (“Addendum Agreement”) is being entered into by the parties for any and all work done for, with, or on behalf of the County of Genesee (“County”) by **Wyoming Central School District** (“Contractor”) as an Addendum Agreement to the primary contract entered into by the parties, a copy of which is attached hereto (referred to hereafter as “Primary Contract” and which includes any written agreement by the parties, including but not limited to any request for proposal, purchase order, or written estimate).

Insurance Requirement

Prior to the commencement of any work designated in this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached, and until final completion and acceptance of the work, the Contractor, as its sole expense, shall maintain the following minimum insurance, as may be applicable to the nature of the Contractor’s work, on its own behalf, and furnish to the County certificates of insurance evidencing same and reflecting the effective date of such coverage as listed below, as well as complete copies of the Contractor’s Commercial General Liability and Worker’s Compensation and Employer’s Liability policies. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the County of the Contractor’s obligation to maintain the insurance set forth herein. The insurance required shall not be canceled, not renewed or materially changed subsequent to the issuance of the certificate of insurance required by this Addendum Agreement. Policy limits required by the County are attached hereto (See Genesee County Insurance Requirements Chart).

A. Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance:

Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance in accordance with the applicable laws and statutes to cover any injuries or illness to employees and any other person eligible for compensation, and the liability of the employer thereof to any person or organization, as follows:

Worker’s Compensation & Occupational Disease: Statutory.

Employer’s Liability: Bodily injury coverage by accident or disease, except for work/employers subject to the New York Compensation Law, in which this insurance shall be unlimited.

All such coverage shall: not contain any exclusion for injuries to sole proprietors, partners, members of limited liability companies or executive officers of any corporate entity, and provide for a “Waiver of Subrogation” endorsement in favor of the County/Contractor.

Any contractor/subcontractor with a principal place of business located outside of the State of New York must include New York under Part 3A of the policy.

B. Commercial/General Liability:

Commercial general liability insurance as provided under the ISO Commercial General Liability Coverage Form, CG 00 01, or its equivalent, for claims of Bodily Injury, Property Damage and Personal and Advertising Injury are required.

The coverage must include the following:

1. Liability assumed by the insured in an “insured contract” as that term is defined in the ISO Commercial General Liability Coverage Form, CG 00 01.

2. Products/Completed Operations liability for the period of three years after acceptance of the work.
3. A per project aggregate of (See attached Genesee County Insurance Requirements Chart).
4. A "Waiver of Subrogation" Endorsement in favor of the County/Contractor.
5. Exterior Insulation Finish System ("EFIS") coverage must be specifically included or provided separately where the Contractor/Subcontractor work under this Agreement or in any contract or agreement to which this Addendum is attached in any way involves EFIS.
6. **The coverage shall not include any provision, definition, exclusion or endorsement which in any way would serve to eliminate the insurance to any insured or additional insured for liability for bodily injury or property damage arising from work performed in New York State, for claims made under the New York Labor Law or for claims made by employees, subcontractors and employees of subcontractors hired to perform work by any insured or additional insured pursuant to work that is subject to this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached.**
7. The Insurance is to be provided through insurers licensed and admitted to do business in the State of New York, with an A. M. Best financial rating of "A-" or better, or otherwise specifically approved by the County.

The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis on both the ongoing and completed operations coverage required herein utilizing the ISO endorsements: CG 2010 04 13 or CG 2038 04 13 (or their equivalent) for completed operations. The Additional Insured coverage shall contain no special limitation or limitation on the scope of the protection afforded to the Additional Insureds.

C. Commercial Automobile Liability Insurance:

Commercial Automobile Liability Insurance covering the ownership, maintenance and use of all Owned, Non-Owned and Hired Vehicles by the Contractor with combined Bodily Injury and Property Damage limits including pollution transit coverage. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the County must be included.

D. Commercial Umbrella/Excess Liability Insurance:

Commercial Umbrella/Excess Liability Insurance on a per occurrence and aggregate basis. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the County must be included.

E. Pollution Liability:

Where the Contractor is performing work that is subject to this Addendum Agreement or to any contract or agreement to which this Addendum Agreement is attached, that involves abatement or remediation of hazardous substances or any manner of environmental work, pollution liability coverage applicable to the type of work/operations being performed on a per occurrence and aggregate basis. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the County must be included.

F. Builder's Risk/Installation Floater:

"All Risk" Property Insurance coverage afforded by a Builders Risk/Installation Floater or its equivalent insuring all materials, equipment and supplies provided by the Contractor and intended to become a permanent part of the construction, whether stored on the premises away from the project site and/or while in transit, in an amount equal to the replacement cost of such materials, equipment and supplies. A "Waiver of Subrogation" in favor of the County must be included.

G. Owned and/or Rented Tools or Equipment:

Property insurance covering all owned, rented, leased and/or borrowed tools or equipment of the Contractor of the Contractor's Subcontractors used in connection with the work that is subject to this Agreement or to any contract or agreement to which this Addendum is attached, in an amount equal to the replacement cost of such tools or equipment. A "Waiver of Subrogation" in favor of the County must be included.

H. Cyber Liability:

In the event Contractor will have access to the County's cyber environment including, but not limited to, its computers, systems, software, and County data, or any aspect of its computer network, or accounts including social media, it will provide coverage for County losses arising from acts, errors or omissions in rendering those services. The County, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the County must be included.

JOB-SITE SAFETY:

The County makes no representation with respect to the physical conditions or safety of the Project Site. The Contractor shall, at its own expense, protect from injury its employees engaged in the performance of the Work. The prevention of accidents to all workers engaged in the Contractor's work and others affected by the Contractor's work is the responsibility of the Contractor. Contractor shall comply with all applicable federal, state, labor and local laws, regulations and codes concerning safety.

WORKERS COMP IMMUNITY WAIVER:

In any and all claims against the County by any employee of the Subcontractor, anyone directly or indirectly employed by the Contractor (including any of the Contractor's subcontractors) or anyone whose acts the Contractor may be liable, the indemnification obligation shall not be limited in by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

HOLD HARMLESS/INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County and its heirs, executors, administrators, successors, assigns, affiliates, employees and agents ("County Indemnitees") from and

against any and all actions, claims, liabilities, damages, losses and expenses, including but not limited to bodily injury, death and property damage, and reasonable attorney's fees and costs (including those incurred in the defense of any such underlying claim, as well as those incurred in the enforcement of this Addendum Agreement and/or in the prosecution of any claim for indemnification by County) arising out of or resulting from, or alleged to arise out of or result from, the Contractor's work (including the work by any of the Contractor's subcontractors), except to the extent caused by the negligence or willful misconduct of any County indemnitees.

MISCELLANEOUS:

In the event that any term or provision of this Addendum Agreement conflicts with or is otherwise inconsistent with any term or provision in the Primary Contract or any prior written agreement entered into between the parties, the terms and provisions contained herein shall govern and control.

This Addendum Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Addendum Agreement, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York.

This Addendum Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

No modification or amendment of this Addendum Agreement shall be effective unless in writing and signed by both parties. If any term or provision of this Addendum Agreement shall to any extent be invalid or unenforceable, the remainder of this Addendum Agreement shall not be affected thereby and each provision of the Addendum Agreement shall be valid and enforceable to the fullest extent permitted by law.

COUNTY (Signature)

(Print name and title below)

Date: _____

CONTRACTOR (Signature)

(Print name and title below)

Date: _____

Genesee County Insurance Requirements Chart

8/2024

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	Concessionair Services	Livery Services	All Purpose Public Entity Contracts
COMP. GENERAL LIABILITY	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate
- 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	\$1,000,000 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	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Workers Comp. & Employers Liab	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
DISABILITY BENEFITS	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
PROF. LIABILITY			\$1,000,000				
PROF/POLLUTION LIABILITY	\$1,000,000	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*
CYBER LIABILITY	\$1,000,000*	\$1,000,000*	\$1,000,000	\$1,000,000*	\$1,000,000*	\$1,000,000*	\$1,000,000*

* Cybersecurity coverage is required when vendor/contractor has access to the network, IT systems and/or data. The County Attorney may waive such requirement if vendor/contractor is able to demonstrate there is no liability. Professional/Pollution Liability coverage is required of "Construction & Maintenance". The County Attorney may waive such requirement if other vendor classifications are able to demonstrate there is no Pollution Liability.

Wyoming Central School

Wyoming, New York

May 20, 2025

Annual Vote and Election

Total Votes Cast 105

PROPOSITION #1, ANNUAL BUDGET Yes-71 No-34 Approved.

RESOLVED, that the Board of Education of the Wyoming Central School District shall be authorized to expend the amount of \$6,365,525.00 to meet the expenditures for the fiscal year 2025-2026, AND FURTHER that said Board of Education shall be authorized to levy and collect a tax upon taxable property of the School District in an amount necessary therefore.

PROPOSITION #2, BOARD ELECTION

RESOLVED, to elect one (1) member of the Board of Education for one (1) five (5) year term commencing July 1, 2025 and expiring on June 30, 2030 to succeed Benjamin Chamberlain, whose term expires on June 30, 2025. All board positions are at-large.

Benjamin Chamberlain 84 Elected*

Theresa Kelly	5
Mike Jafari	1
Scott Streb	2
Neal Cox	1
Karen VanBuren	1
Timothy Mochrie	1

PROPOSITION #3, AUTHORIZATION TO WITHDRAW FROM THE EXISTING "2020 VEHICLE, MACHINERY, & EQUIPMENT PURCHASE CAPITAL RESERVE FUND" Yes-81 No-23 Approved.

RESOLVED, that the Board of Education of the Wyoming Central School District is hereby authorized to withdraw from the existing "2020 Vehicle, Machinery, & Equipment Purchase Capital Reserve Fund" a sum of money not to exceed Thirty-Three Thousand Dollars (\$33,000), and to expend such funds for the costs associated with purchasing and installing equipment upgrades to the District's phone system.

PROPOSITION #4, AUTHORIZATION TO ESTABLISH 2025 VEHICLE, MACHINERY AND EQUIPMENT PURCHASE CAPITAL RESERVE FUND Yes78 No-27 Approved.

RESOLVED, that the Board of Education of the Wyoming Central School District is hereby authorized to establish a capital reserve fund in accordance with New York State Education Law Section 3651 to be known as the "2025 Vehicle, Machinery and Equipment Purchase Capital Reserve Fund."

The purpose of such fund being to finance, in whole or in part, the purchase and installation of vehicles, equipment, machinery or apparatus, furnishings, and costs incidental thereto, including transportation vehicles (buses and vans), technology equipment (educational and office), buildings and grounds equipment, furnishings, and other equipment, machinery or apparatus incidental thereto or separately; provided that such capital costs are an object or purpose that would be eligible for financing under the Local Finance Law.

The ultimate amount of such reserve fund shall not exceed \$500,000, plus earnings thereon. The probable term of such reserve fund shall be 10 years, but such fund shall continue in existence for its stated purpose until the fund is exhausted or otherwise liquidated in accordance with the Education Law.

The source of monies to be paid into such reserve fund shall include: (a) current and future unappropriated fund balance made available by the Board of Education from time to time; (b) any appropriations authorized by the voters from time to time; (c) New York State Aid received and made available by the Board of Education from time to time; and (d) fund balances transferred from other reserve funds of the District, all as authorized by law.

PROPOSITION #5, AUTHORIZATION TO ESTABLISH 2025 BUILDING CAPITAL RESERVE FUND

Yes-77 No-28 Approved.

RESOLVED, that the Board of Education of the Wyoming Central School District, Wyoming County, New York, is authorized to establish a capital reserve fund in accordance with New York State Education Law Section 3651 to be known as the "2025 Building Capital Reserve Fund."

The purpose of such fund shall be used to finance, in whole or in part, the construction, reconstruction, additions, alterations, renovations, and improvement of school buildings and facilities and the acquisition and installation of machinery, equipment, apparatus, or furnishings and costs incidental thereto, such capital costs being of a type that would be eligible for financing under the Local Finance Law.

The ultimate amount of such fund shall not exceed Eight Hundred Fifty Thousand Dollars (\$850,000) plus earnings thereon. The probable term of such reserve fund shall be 10 years, but said fund shall continue in existence for its state purpose until the fund is exhausted or otherwise liquidated in accordance with the Education Law.

The source of monies to be paid into such reserve fund shall include: (a) current and future unappropriated fund balance from the General Fund of the District as directed by the Board of Education; (b) any appropriations authorized by the voters from time to time; (c) New York State Aid received and authorized by the Board of Education; and (d) fund balances transferred from other reserve funds of the District, as authorized by law.

PROPOSITION #6, WYOMING FREE CIRCULATING LIBRARY ASSOCIATION

Yes-79 No-26

Approved.

RESOLVED, shall the sum raised by the annual levy of a tax upon the taxable real property within the Wyoming Central School District for the purpose of funding a portion of the operating expenses of the Wyoming Free Library Association be increased by Two Thousand Dollars (\$2,000.00) from the annual amount of Forty-Five Thousand Four Hundred Ninety-Five Dollars (\$45,495.00) to the annual amount of Forty-Seven Thousand Four Hundred Ninety-Five Dollars (\$47,495.00) commencing with the 2025-2026 school year?

Nancy Norton
District Clerk

Agreement Between
Wyoming Central School
and
Music Therapy Pathways-Creative Arts Therapy PLLC

This agreement is made between Wyoming Central School District, having its district offices in Wyoming, New York, hereinafter called "District" and Music Therapy Pathways-Creative Arts Therapy PLLC, 80 South Main Street, Oakfield, New York 14125, hereinafter called "Contractor."

1. Term.

This agreement will commence on September 1, 2025 and will terminate on August 31, 2026, provided either party may terminate this Agreement at any time upon at least sixty (60) days advance written notice to the other party. In the event of termination, accounts between the parties will be adjusted and prorated as of the termination date.

2. Services.

Music Therapy:

The contractor agrees to provide the District with the services of a Board-Certified music therapist or a licensed creative arts therapist to provide music therapy services, as requested, for each child approved for such services of the Wyoming Central School District. Specific responsibilities are outlined below:

The music therapist will plan and implement an appropriate music therapy program for each child approved for such services by the Committee on Special Education or District administrator.

The music therapist will provide necessary paperwork to the District, in the form of initial evaluations and annual reviews, and periodic updates.

Upon request of the District, the music therapist will attend CSE meetings and parent meetings.

The music therapist will adhere to the Wyoming Central School District calendar. Although every attempt will be made to reschedule missed visits due to student absences and school closings, the music therapist will not be held accountable in these situations.

3. Payment.

The District agrees to pay \$55.00 for each thirty minute session of individual music therapy and \$30.00 for each student receiving group services. A group is considered 2 or more students receiving music therapy as outlined on the IEP. An individual student receiving music therapy within the context of a group of peers is considered an individual session. Consultation services will be billed at \$55.00 per thirty minutes. Evaluations will be completed following written request from the district and will be billed as \$175.00 per evaluation. Cancelled sessions will not be billed.

The Contractor will submit a monthly bill for actual services rendered by the tenth (10th) day of each month, following the provision of these services.

4. Insurance.

The Contractor will obtain and keep in force professional liability insurance coverage for the staff of Music Therapy Pathways-Creative Arts Therapy PLLC during the term of this Agreement for the benefit and protection of the District and the Contractor.

5. Renewal.

This agreement may be renewed for additional one year terms upon the written consent of both parties, with additional or revised terms as appropriate to be incorporated into the renewal agreement.

6. Acceptance.

The parties to this agreement accept the terms as herein outlined as attested to their signatures below.



Jennifer M. Glor
Director-Music Therapy Pathways-Creative Arts Therapy PLLC

5-15-25

Date

Superintendent-Wyoming Central School

Date

2025-2026 Substitute List

Letter of Intent	LOI Received	Reasonable Assurance	RA Rec'd	Last	First	Teacher	T. Asst. / Aide	School Monitor	Clerical	Cleaner	Bus Driver	Nurse
				Burns	Jessica	x	x	x	x	x		
				Bush	Joanna	x	x	x	x			
				Dawley	Sloane	x	x	x	x			
				Dueppengiesser	Roxanne	x	x	x				
				Gonsiorek	Theresa					x		
				Griffith	Kerri	x	x	x				
				Kostecky	Roger	x	x	x				
				O'Geen	Leah	x	x	x				
				Papke	Sandy	x	x	x	x			
				Robb	Doreen	x	x	x				
				Smith	Dawn	x	x	x			x	
				Smith	Deborah	x	x	x				
				Stoneham	Brooke	x	x	x	x			
				Stroud	Mya	x	x	x		x		
				Norton	Nancy	x	x	x	x			
				Hoffman	Traci			x		x		
				Schwarz-Terry	Amy						x	

BOE Approved

Jessie Romasser
2245 State Route 19 N
Warsaw, NY 14569

Emily Herman
Wyoming Central School District
1225 NY-19
Wyoming, NY 14052

6/2/2025

Dear Mrs. Herman,

After six wonderful years at Wyoming Central School, I am writing to formally resign from my position as a 1st Grade Teacher, effective June 30, 2025. Next school year, I will be teaching at Warsaw Elementary School.

This decision was not made lightly, as I truly love our school community. I am deeply grateful to the district, staff, and students for the support, collaboration, and inspiration that have helped me grow both personally and professionally.

Thank you for the many unforgettable memories! I will always cherish my time here.

Sincerely,

A handwritten signature in black ink that reads "Jessie Romasser". The script is cursive and fluid, with the first name "Jessie" and last name "Romasser" clearly legible.

Jessie Romasser