

AGREEMENT  
With  
CHARLES COWEN  
for  
2026-27 School Year

This Agreement made as of the 9<sup>th</sup> day of June, 2026, between the BOARD OF EDUCATION OF THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT, with offices located at 2601 Oneida Street, New York 13456 (hereinafter referred to as 'Board" or "District"), and CHARLES COWEN, residing at 10248 The Lane, West Edmeston, New York, 13485. (hereinafter referred to as the 'Employee').

WHEREAS, the parties desire to more fully set forth the terms and conditions of said Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, it is agreed that the terms and conditions of the appointment shall be as follows:

1. Duties. The Employee shall perform those services and duties, which are normally performed by the Treasurer, and such other related duties as may be assignee\ by the Superintendent and/or Board from time to time.

2. Service as Treasurer. The Employee agrees that he will at all times faithfully and to the best of his ability, experience, and talent, perform all of the duties that may be required of him, pursuant to the terms hereof, to the reasonable satisfaction of the Superintendent of Schools.

3. Term. The term of this Agreement shall be for the period July 1, 2026 through June 30, 2027. The position will be required to work five (5) business days per month.

4. Compensation. The Board of Education shall pay the Treasurer, and the Treasurer agrees to accept an annual salary of \$30,000 for the 2026-27 school year.

5. Health and Dental Insurance. No additional benefits will be available to the Employee. Health and Dental contributions owed by Mr. Cowen as a retiree will be billed and collected in the same manner as that of other retirees.

6. Section 125 Flexible Benefits Plan. Mr. Cowen will have access to the district sponsored Flexible Benefits Plan for the duration of this agreement.

7. Paid Time Off (PTO). Mr. Cowen will not have access to any additional paid time off.

8. Termination of Agreement. Either party may terminate this agreement prior to its expiration upon thirty (30) days advance notice to the other party, the permanent incapacity or death of the Treasurer, or upon such other terms and conditions as may be mutually agreed upon in writing by the parties, or as otherwise provided in accordance with law.

9. Governing Law. It is understood and agreed that the terms and conditions herein set forth are in every respect subject to the appropriate provisions of the laws of the State of New York and this Agreement shall be interpreted and administered pursuant to such law.

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

SAUQUOIT VALLEY CENTRAL SCHOOL  
DISTRICT

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David Stayton, Superintendent of Schools

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Anthony Nicotera, BOE President

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Charles Cowen

**MEMORANDUM OF AGREEMENT**  
**by and between**  
**Sauquoit Valley Central School District,**  
**Sauquoit Valley Teachers Association,**  
**-and-**  
**Keith Kempney**

Agreement dated the <sup>3<sup>rd</sup></sup>    th day of <sup>JUN</sup>     2026, by and between The Sauquoit Valley Central School District ("District"), the Sauquoit Valley Teachers Association ("SVTA"), and unit member and tenured Employee Keith Kempney ("Employee"), (collectively referred to as the "Parties")

WHEREAS, the Association and the District are parties to a collective bargaining agreement covering the period July 1, 2021 through June 30, 2027; and,

WHEREAS, the district has elected to create the position entitled, "Director of Technology," for the 2026-2027 school year; and,

WHEREAS, Sauquoit Valley Teachers Association member, Keith Kempney, has expressed interest in filling the position titled "Director of Technology" (hereinafter referred to as the "DOT") and the District desires to appoint him as Teacher on Special Assignment ("TOSA") to this appointment for the 2026-2027 school year; and,

WHEREAS, the parties wish to clarify the responsibilities and terms and conditions of employment of the "DOT" for the 2026-2027 school year.

NOW, THEREFORE, the parties agree as follows:

1. The title of DOT will be filled by a teacher on special assignment (TOSA) in the SVTA for the 2026-2027 school year.
2. For the 2026-2027 school year, the Employee shall be assigned as a TOSA in the position of Director of Technology and shall be required to spend no more than fifty (50) percent of the contractual workday teaching students in the Technology Education tenure area, with time built into the daily schedule for class prep, the remaining time in the workday will be spent performing duties as DOT to remain a full-time employee.
3. In the capacity of DOT, the Employee shall be entitled to all provisions of the Collective Bargaining Agreement and shall accrue seniority in his appointed tenure area. In the event the District discontinues the special assignment at any time, the Employee will be returned to his full-time teaching activities in his tenure area, without any break in service.

4. In addition to his normal duties as a teacher, the Employee will perform additional duties as the Director of Technology, including, but not limited to:

Oversight

- A. Develop and update district technology plan
- B. Represent the district as Site Administrator to Model Schools
- C. Carry out all duties of Site Administrator: reimbursement forms, end of year reports, learning experiences, COSER requirements, committee representation
- D. Data Coordinator for Ed Law 2D
- E. Monitor filtering software and making appropriate adjustments (Lightspeed)
- F. Set up and maintain staff accounts for Schooltool, Windows AD, Google Apps and ParentSquare
- G. Serve as the district administrator for email
- H. Coordinate building level and district technology committees. At least 3 meetings per year.
- I. Report to BOE as needed

Hardware

- J. Coordinate the purchase and distribution of technology equipment to insure that the needs of the district are being met in the most cost effective manner, as well as maintain an inventory of said technology equipment
- K. Configures local workstations as needed
- L. Maintain and repair computer equipment

Software

- M. Coordinate the purchase of computer software to meet the district's standard
- N. Install and support school-wide software applications
- O. Support, maintain and troubleshoot school-wide operating systems including but not limited to: Windows, iOS (iPads), Chrome OS (Chromebooks), ViewSonic(Interactive Flat Panels)
- P. Provide support with administrative software including but not limited to – SchoolTool, Google Apps, ParentSquare

Network

- Q. Serve as network administrator for all networks – set up and maintain student accounts; set up and maintain staff accounts
- R. Establish and/or maintain network security
- S. Support, maintain and troubleshoot, as needed
- T. Maintain network procedures to ensure regular system backups on a timely basis
- U. Acquire and update skills as necessary for effective network management

Staff Support & Training

- V. Oversee Online Mandatory Staff Training.

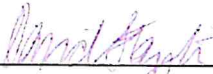
- W. Provide consultation for teachers, administrators and support staff to assist with problems and concerns that arise on a daily basis
  - X. Provide technical assistance to staff relative to hardware and software troubleshooting
  - Y. Work with student groups on technology integration as requested
  - Z. Oversee building-level instructional tech coaches and work with them, as well as the tech committees to develop and implement a district level instructional tech, and technology training plan.
5. The DOT shall receive a stipend of four-thousand six hundred and twenty-six dollars (\$4,626) for their twelve months of service. (Two thousand dollars (\$2,000) to be paid during July - August 2026, with the balance to be paid during September 2026 to June 2027).
  6. The District shall annually evaluate the duties and responsibilities of the DOT to determine whether the title will be filled in the subsequent school year and/or whether the title will be filled by a SVTA member.
  7. The District shall notify Keith Kempney by April 30th of the 2026-2027 school year of their plans to continue this position into the next school year.
  8. The Parties acknowledge the above understanding is being made based on the circumstances involving the DOT and this agreement will not constitute an agreement that the DOT services are exclusive bargaining work of the Association and that the District may, in the future, assign a non-bargaining unit member to this position.
  9. By their signatures below, the parties indicate their voluntary consent to the DOT special assignment under the terms and conditions noted herein.
  10. This Memorandum of Agreement will become effective upon the date of its ratification by the respective parties.
  11. All terms and conditions of the Collective Bargaining Agreement between the District and the Association are in full force and effect. Entering into this agreement shall not modify the Collective Bargaining Agreement and shall not set any precedent or practice regarding any aspect of the Agreement. This Agreement shall expire on June 30, 2027 and be of no further force or effect beyond that day.
  12. This Agreement shall not be admitted into evidence in any judicial or quasi-judicial forum including but not limited to collective bargaining, grievance arbitration, PERB hearing, court matter or any other similar proceeding except for the purpose of enforcing the provisions of this Agreement. Such enforcement proceeding shall be initiated by the Association in accordance with the grievance and arbitration provision of the collective bargaining agreement.

13. In the event there is a dispute as to the interpretation or application of this Memorandum of Agreement, said dispute shall be resolved using the parties negotiated grievance procedure.

14. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

6/3/26  
Date

  
David Stayton, Superintendent of Schools

6/3/2026  
Date

  
Michelle Babbie, SVTA President

6/3/26  
Date

  
Keith Kempney, Employee

# Sauquoit Valley Central School District

## ***Terms and Conditions of Employment for the following job titles:***

*(Updated ~~5/13/22~~ 65/109/20256)*

Director of Facilities  
Supervisor of Transportation

### **I. Competencies**

Communication: All Supervisors are expected to demonstrate strong communication skills, both orally and in writing. All Supervisors are expected to work with their employees providing both positive and constructive feedback as appropriate. This includes both formal (annual evaluations) and informal evaluations.

Technical competencies: All Supervisors are expected to be proficient in computer applications as they become customary to their job performance (i.e. word processing, spreadsheets, and presentation programs).

### **II. Evaluation**

Evaluation of supervisors will be conducted annually by the Superintendent.

### **III. Salaries**

To be determined annually by the Board of Education.

### **IV. Leave Benefits**

**Holidays** - The following are holidays:

Fourth of July	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving	Presidents' Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day

**Vacation Days** - Each person is entitled to receive twenty (20) vacation days each year to be credited on July 1st. Said vacation leave may be taken at the discretion of the individual, subject to approval by the Superintendent. Vacation time shall ordinarily be taken during the fiscal year. Individuals may choose to roll over five days to the next school year and have the district buy back up to five days. Total accrued vacation days may not exceed 25. Effective July 1, 2013, with approval of the Superintendent, an individual may transfer up to five days from one year (the year begins July 1 and ends June 30) to the next; however those days carried over must be utilized by August 30.

*Should a supervisor leave the employment of the school district within the school year, vacation time will be prorated to months worked.*

**Sick Leave** – Effective July 1, 2013, a maximum of twelve (12) days shall be granted each year for personal illness, disability or illness in the immediate family. Unused sick days can accumulate without limit during employment with the district. Retirement pay shall equal the total number of accumulated sick day's times \$70. Employee will have earned sick time compensated through the non-elective employer contribution.

**Personal Leave** – Effective July 1, 2013, a maximum of three (3) personal leave days may be allowed annually. Unused personal leave days will be credited to the employee's accumulated sick leave.

**Bereavement** - A leave of absence shall be granted for a period not to exceed five (5) working days in the instance of the death of an immediate family as defined by the Superintendent.

**Attendance** - Supervisors are responsible for maintaining a record of their attendance. On the first business day of each month each supervisor shall submit an attendance report to the Payroll Clerk. This report must include all absences including, but not limited to, illness, conference attendance, etc. The attendance report must be initialed by an individual who would be able to verify the information being submitted (i.e. secretary, clerk). Supervisors are expected to notify the Superintendent when they will not be in attendance.

**Mileage and Expense Reimbursement** - Supervisors are responsible for maintaining a record of their mileage. On the first business day of each month each administrator shall submit a mileage claim form to the Account Clerk. Distance for mileage purposes should be verified by attaching a mileage calculator such as MapQuest for distances. Attendance should be verified by attaching any of the following: meeting notice, meeting minutes, copy of monthly calendar with meetings highlighted. The rate of mileage reimbursement will be in accordance with district policy.

## V. Other Benefits

**Health Insurance** – Effective July 1, 2022, Supervisors covered under this agreement who were hired after July 1, 2021 will be enrolled in the Platinum Health Plan offered by the Oneida-Herkimer-Madison BOCES health insurance consortium. The district and the employees will share the cost of the premium with the district paying 90% of the individual plan or 80% of the family plan.

**Dental Insurance** - The district will pay up to \$18.00 per month per participating member of the dental

plan.

**Life Insurance** - The district will provide a \$5,000 life insurance policy for employees covered under this agreement.

**IRS 125 Plan** - The district shall provide a comprehensive IRS 125 Plan. All costs associated with implementing and maintaining plan shall be paid by the district

**Retiree Health Insurance –**

- Individuals hired as Supervisors prior to July 1, 2012 will pay 7% of the cost of the individual plan, up to \$700.00 and 55% of the cost of the family health insurance plan in retirement.
- Supervisor hired after July 1, 2012, will pay 10% of the cost of the individual health insurance plan and 55% of the cost of the family health insurance plan in retirement.

*Exception: Supervisors must have at least 10 years of service in the District in order to be eligible for the retiree health insurance benefits.*

**Insurance Buy Back “Opt-Out”** – Employees are eligible for insurance buy back “opt-out” option as per the provisions set forth in the teacher’s contract.

**VI. Retirement Incentive**

The Board of Education reserves the right to offer a retirement incentive. To be eligible for the retirement incentive Supervisors must be within their first or second year of eligibility to retire under the New York State Teachers Retirement System (TRS) or the Employee Retirement System (ERS). Further, to be eligible the employee must have at least ten (10) years of service to the district. Eligible Supervisors will receive \$575.00 for each year of service in the District. The Board of Education reserves the right to offer a retirement incentive under other conditions. Employee will have retirement incentive compensated through the non-elective employer contribution.

**VII. Signatures**

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
President – Board of Education

\_\_\_\_\_  
Date

Cc: Transportation Supervisor  
Director of Facilities  
Payroll



**Developmental Therapy Associates  
Occupational & Physical Therapy, PLLC**

44 Dwight Ave. Clinton, NY 13323  
Phone 315-723-2886

May 15, 2026

Dear Mr. David Stayton,

As we prepare for the upcoming summer and 2026–2027 school year, we would like to sincerely thank you for your continued trust in DTA to provide Occupational Therapy and Physical Therapy services to your students.

In response to ongoing increases in the cost of employment, we remain committed to delivering high-quality services while maintaining stable and predictable costs for districts.

Beginning with the upcoming school year, DTA will utilize an annualized assigned-hours model for in-district services. This structure reflects our current staffing approach, where therapists are assigned based on projected service needs and scheduled service commitments. This change aims to help with planning and budgeting throughout the school year.

Our rate adjustments are designed to remain reasonable and sustainable, with historical increases averaging nearly 3% annually.

In addition to direct therapy services, DTA provides the administrative, supervisory, and clinical infrastructure necessary to recruit, employ, support, and retain qualified therapists. This includes staffing coordination and placement, scheduling oversight, onboarding and credentialing, ongoing clinical supervision, required documentation and reporting, and ongoing service management across districts. These functions operate continuously throughout the school year to ensure reliable service delivery at all assigned locations.

We value our partnership with Sauquoit Valley Central School District and remain committed to supporting your students and staff with dependable, high-quality services delivered in a cost-effective way.

Thank you again for allowing us to serve your district. We look forward to continuing our partnership in the year ahead.

Sincerely,

Laurie Burns, OTR  
lburns.developmentaltherapy@gmail.com  
315-723-2886

David Thall PT, DPT  
dthall.developmentaltherapy@gmail.com  
315-749-3974

**AGREEMENT between  
Sauquoit Valley CSD and  
Developmental Therapy Associates  
Occupational & Physical Therapy, PLLC**

THIS AGREEMENT made by and between Sauquoit Valley Central School District having its principal office at 2601 Oneida St., Sauquoit, New York 13456 ("The District"), and Developmental Therapy Associates Occupational & Physical Therapy, PLLC having its principal office at 44 Dwight Ave., Clinton, New York 13323 of Clinton, NY 13323 ("DTA"). The District and DTA are each a Party to this Agreement and are collectively referred to as the "Parties."

**RECITALS**

The District is charged with providing suitable educational opportunities, including providing special services or programs to students residing within its boundaries, and

The District has deemed physical and occupational therapy to be reasonable and appropriate services for certain children, and

DTA is licensed to provide special services or programs, specifically, physical and occupational therapy in accordance with the federal Individuals with Disabilities Education Act (IDEA), the Education Law of the state of New York and the Regulations of the Commissioner of Education, and

The District wishes to engage DTA's services to provide physical and occupational therapy to certain students.

**NOW, THEREFORE**, the parties agree as follows:

1. **TERM.** This Agreement will commence on the day it is signed by both Parties and will continue through June 30, 2027 ("Term") or until otherwise terminated according to the terms of this Agreement.

2. **SERVICES.**

- a. DTA shall provide physical and/or occupational therapy to students identified by the District.
- b. DTA shall provide the District with therapists or registered therapist assistants who are licensed in New York State.
- c. Upon request from the District, DTA shall reimburse the District for the cost to complete the fingerprint clearance required by the New York State Education Department. Arranging for the fingerprint clearance will be the responsibility of the District.
- d. Upon reasonable notice from the District, therapists or therapist assistants will participate in Committee on Special Education meetings by in-person or electronic appearance, or by written report.
- e. Therapists and therapist assistants shall maintain data regarding all therapy sessions and provide the same to the District on a regular basis.

- f. Upon the District's request, DTA shall complete progress reports as may be required by students' IEPs.
- g. DTA shall maintain records and provide the District with records in the format and with the detail and verification required for submission for Medicaid reimbursement.

### **3. THERAPISTS.**

- a. DTA shall provide the District with the name and address of each therapist and therapist assistant assigned to perform services under this Agreement.
- b. At its sole discretion, DTA may assign an occupational or physical therapist assistant.
- c. DTA shall retain sole discretion over therapist assignment, staffing configuration, and service scheduling necessary to fulfill the District's Assigned Service Hours and service obligations under this Agreement, while coordinating reasonably with District personnel regarding student access, building operations, and scheduling logistics.

### **4. DIRECT TREATMENT CASELOAD LIMITS.**

This section establishes the maximum allowable direct treatment caseload for therapists assigned under this Agreement. It is intended to define an upper limit to ensure adequate time for all required indirect and professional responsibilities and does not represent an expected or standard productivity target. The Parties agree that the daily direct treatment caseload for each therapist shall not exceed the following limits, unless otherwise mutually agreed in writing:

- For therapists scheduled for 6.5 hours per day, a full caseload is defined as no more than 4.0 hours of direct treatment per day.
- For therapists scheduled for 7.0 hours per day, a full caseload is defined as no more than 4.5 hours of direct treatment per day.
- For therapists assigned to schedules other than those set forth above, direct treatment shall not exceed sixty-five percent (65%) of the therapist's scheduled workday.

These limitations establish standard scheduling parameters and shall not be interpreted as creating an ongoing obligation or expectation that daily direct treatment routinely meet or exceed such limits. Any temporary deviation in excess of these limitations shall be at DTA's sole discretion and shall not modify the standard service model or establish a continuing expectation of increased daily treatment capacity.

The time remaining within each scheduled workday is reserved for indirect service activities necessary to support service delivery, including but not limited to documentation, consultation with staff or parents, preparation, travel between service locations, and participation in meetings. For the avoidance of doubt, evaluations and assessments are not included within the direct treatment limitations set forth above and shall be scheduled as required based on service needs.

- ### **5. ASSIGNED HOURS, SERVICE CYCLES, AND INITIAL REVIEW.**
- The Parties acknowledge that, except where otherwise specified for external placements or separately billed services, District-based therapy services under this Agreement shall be structured according to Assigned

Service Hours (“ASH”) based on the District’s scheduling format, which may include a standard weekly cycle or other rotating instructional cycle.

Assigned Service Hours represent reserved staffing capacity and are established based on projected District service needs in combination with overall staffing allocation requirements across DTA’s contracted service network, including therapist availability, scheduling logistics, and operational requirements necessary to maintain service delivery across multiple districts.

Initial ASH figures shall be established at the time of contract execution and shall serve as the basis for billing under this Agreement.

Due to fluctuations in student enrollment, referrals, scheduling, and service demands at the beginning of the school year, DTA shall review Assigned Service Hours during the first 30–45 days to determine whether projected assigned hours appropriately reflect actual service needs and operational feasibility.

Following this initial review period, Assigned Service Hours may be adjusted by DTA where there is a sustained material change in service demand and where such adjustment is operationally feasible within DTA’s overall staffing and service allocation structure. Minor, temporary, or isolated fluctuations in student caseload, enrollment, or scheduling shall not automatically result in Assigned Service Hour revisions.

Adjustments to Assigned Service Hours are not guaranteed and may be limited by staffing availability, scheduling constraints, and DTA’s obligation to maintain service commitments across multiple districts. Assigned Service Hours are intended to remain stable for the duration of the school year and are not subject to routine monthly adjustment.

The Parties acknowledge that Assigned Service Hours reflect reserved staffing capacity and service infrastructure supporting consistent therapy delivery, and revisions may not always directly correspond to short-term District-specific changes where such revisions would materially affect staffing stability or operational feasibility.

**6. RESPONSIBILITIES OF THE DISTRICT.**

- a. The District shall be responsible for providing and maintaining all equipment, supplies, and evaluation/testing materials necessary for the provision of the contracted services, including but not limited to evaluation kits, standardized testing protocols, and other materials required for assessments.
- b. The District shall also provide DTA with a workspace that is adequate for the delivery of the services.

**7. PAYMENT.** In consideration of the Services provided under this Agreement, the District agrees to compensate DTA in accordance with the Service and Billing Schedule attached hereto as Attachment A.

- a. District-Based Assigned Service Hours (ASH)

District-based services shall be billed according to Assigned Service Hours (“ASH”) as defined in Section 5 and detailed in Attachment A. ASH represent the District’s allocated service

commitment and shall be invoiced in accordance with the applicable Service and Billing Schedule.

ASH billing shall not be reduced due to routine variations in attendance, scheduling changes, school closures, or therapist absences, except as otherwise provided in Section 5.

b. External and Non-ASH Services

Services provided outside standard District ASH placements, including but not limited to BOCES placements, home-based services, summer services, and other variable or non-school-year placements, shall be billed on an hourly basis as set forth in Attachment A.

Summer services, if applicable, shall be invoiced on a single consolidated invoice covering services rendered in July and August.

c. Payment Terms

Invoices shall be issued in accordance with Attachment A and paid within thirty (30) days of receipt.

8. **DISTRICT NON-SOLICITATION OF DTA PERSONNEL.** During the term of this Agreement and for a period of twelve (12) months following its termination, the District agrees not to directly or indirectly solicit for employment, hire, or engage as an independent contractor any therapist, therapy assistant, or other personnel who is or was employed or contracted by DTA and assigned to provide services under this Agreement, without the prior written consent of DTA.

9. **INSURANCE.** DTA shall provide the District with evidence of professional liability insurance covering each therapist who may render services.

10. **INDEMNIFICATION.**

a. The District shall indemnify and hold DTA harmless against all claims, demands, damages, liabilities, reasonable costs and reasonable attorney's fees incurred by DTA which directly or indirectly results from, or arise in connection with, any willful misconduct or grossly negligent act or omission of the District, its agents, or employees, in connection with the Services or any other obligations created by this Agreement.

b. DTA shall indemnify and hold the District harmless against all claims, demands, damages, liabilities, reasonable costs and reasonable attorney's fees incurred by the District which directly or indirectly result from, or arise in connection with, any willful misconduct or grossly negligent act or omission of DTA, its agents, or employees, in connection with the Services or any other obligations created by this Agreement.

11. **INDEPENDENT CONTRACTORS.**

a. DTA and its agents are not employees of the District and are not entitled to any of the benefits enjoyed by District employees, including, but not limited to retirement benefits, unemployment insurance, workers' compensation, and health insurance. DTA warrants that, under this Agreement, it is an independent contractor performing a unique and specialized service.

- b. DTA shall be solely responsible for any and all payroll taxes, tax withholding, and other employment benefits and insurance for all therapists and therapist assistants providing service to District students.

**12. TERMINATION.**

- a. Either Party may terminate this Agreement by giving thirty (30) days' prior written notice of such termination to the non-terminating Party.
- b. In the event this Agreement is terminated according to the terms herein, the District shall be responsible for payment of all claims and for all services provided pursuant to the terms of this Contract, up to the date of the termination provided for in the written notice.
- c. Notice of termination must be in writing, signed by an authorized official of the terminating Party, and sent to the non-terminating Party by certified mail or by messenger, and a receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other Party by messenger.

**13. CONFIDENTIALITY.**

- a. The Parties agree to maintain strict confidentiality of all student records as defined by state and federal law, including but not limited to FERPA, Education Law 2-d, and the US Health Insurance Portability and Accountability Act. Access to, and use of, student records by DTA for the purpose of providing the Services will be governed by the District's applicable policies.

**14. AUTHORITY TO EXECUTE.** The Parties represent, warrant, and covenant that each has full power, authority, and legal right to execute this Agreement and to keep and observe all the terms of this Agreement.

**15. MODIFICATION.** This Agreement may not be otherwise modified, amended, changed, or terminated orally, but only by agreement in writing signed by the Party against whom the enforcement of the modification, amendment, change or termination is sought.

**16. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the District and DTA and their respective successors and assigns.

**17. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

**18. ENFORCEABILITY.** If any term, covenant, or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

**19. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws provisions.

20. **SEVERABILITY.** The provisions of this Agreement will be deemed severable. If any part of any provision is determined to be unenforceable, the provision may be changed to the extent reasonably necessary to make the provision, as so changed, enforceable. If any provision herein is held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
21. **DISPUTE RESOLUTION AND VENUE.** In the event of any dispute between the Parties concerning the terms, implementation, or enforcement of this Agreement, the Parties agree to first use their best efforts to resolve the matter by negotiation. Any dispute which cannot be resolved by the good faith negotiations of the Parties, with or without voluntary mediation or other dispute resolution assistance, may be resolved by legal action. Venue shall be proper only in a court of competent jurisdiction in Oneida County, New York. There shall be no right to binding arbitration. The prevailing Party in any action to enforce any of the provisions of this Agreement shall be entitled to reimbursement of all costs, disbursements, and reasonable attorney fees incurred in said enforcement efforts.
22. **WAIVER.** Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the Party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
23. **HEADINGS.** The headings of the Sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any provision.
24. **NOTICES.** Whenever, under the terms of this Agreement, notice is required or permitted to be given by any Party or to any other party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, and addressed to the Party to whom it is to be given at the address below. Either Party may change its address by written notice in accordance with this paragraph.

To DTA:                      David Thall, Co-Owner  
                                    Developmental Therapy Associates Occupational & Physical Therapy, PLLC  
                                    44 Dwight Avenue  
                                    Clinton, NY 13323  
                                    315-749-3974

To the District:            Sauquoit Valley Central School District  
                                    Attn: Mr. David Stayton  
                                    2601 Oneida St.  
                                    Sauquoit, NY 13456

25. **ASSIGNMENT.** Neither Party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

26. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the Parties. The Parties hereby agree that all previous understandings are merged herein.

27. **ADDITIONAL DOCUMENTS AND ATTACHMENTS.** The following documents are incorporated into this Agreement by reference and shall be considered part of this Agreement:

**Attachment A:** Service and Billing Schedule

**Attachment B:** DTA's Data Security and Privacy Plan


**Attachment C:** Statement of Reassignment

**Attachment D:** Provider Agreement

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed this contract by their authorized representatives on the date that both have affixed an authorized signature to this Agreement.

**Developmental Therapy Associates  
Occupational & Physical Therapy, PLLC**

By:   
David Thall  
Co-owner

Laurie Burns  
Laurie Burns  
Co-owner  
By: David Thall, with permission

Date: 5/19/26

Date: 5/19/26

**DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Attachment A

### Service and Billing Schedule

This Attachment A establishes the Assigned Service Hours (ASH), billing structure, cycle designation, and applicable rates for services provided under the Agreement between DTA and the District.

#### 1. DISTRICT SERVICE MODEL DESIGNATION

The District is designated under the following service delivery model:

- Standard Weekly Cycle District (5-day instructional week equivalent)
- Rotating / Extended Cycle District (e.g., 6-day instructional cycle)

This designation governs the Assigned Service Hour structure applied to district-based services under this Agreement.

#### 2. ASSIGNED SERVICE HOURS (ASH)

Occupational Therapy (OT)

Initial Assigned Service Hours: 31.5 hours per assigned service cycle

Service Allocation Type: District-Based ASH

Physical Therapy (PT)

Initial Assigned Service Hours: 26 hours per assigned service cycle

Service Allocation Type: District-Based ASH

Assigned Service Hours represent reserved staffing capacity and scheduled service allocation committed to the District for the duration of the Agreement. ASH are not adjusted based on individual student attendance, short-term fluctuations in caseload, or routine scheduling variations. ASH reflect reserved service commitment and are not subject to reconciliation based on actual daily service utilization. Initial Assigned Service Hours are subject only to the review process set forth in Section 5 (Initial Review Period).

District-specific scheduling preferences or restricted service availability windows shall be reasonably considered; however, where such limitations materially impair therapist scheduling efficiency, staffing allocation, or DTA's broader operational feasibility, additional Assigned Service Hours or schedule modifications may be necessary to support the requested service structure.

#### 3. ASSIGNED SERVICE HOURLY RATE (ASH RATE)

District-Based Services

OT Annualized Assigned Service Hour Rate: \$2,245 (per ASH unit/year)

PT Annualized Assigned Service Hour Rate: \$2,475 (per ASH unit/year)

**4. EXTERNAL / NON-ASH SERVICES (HOURLY BILLING)** The following services are billed separately from ASH:

External Placement / Variable Service Locations:

- BOCES programs
- Home-based services
- Other non-district placements or variable service locations

## Attachment A (continued)

### Hourly Rates:

OT Hourly Rate: \$79 per hour

PT Hourly Rate: \$85 per hour

COTA/PTA Hourly Rate: \$69 per hour

Billing Increments: Hourly services are billed in 30-minute increments, with a minimum of one (1) hour for any day in which any billable service is provided.

### **5. SUMMER SERVICES**

Summer services shall be billed on an hourly basis under External Services rates listed above.

Billing period: July–August

Invoicing: Single consolidated invoice covering all summer services rendered

### **6. BILLING SCHEDULE**

Invoices will be issued monthly and shall include one-tenth (1/10) of the annual Assigned Service Hours (ASH) total for District-based services, plus any applicable hourly charges for External Services as set forth in this Attachment.

## **Attachment B**

### **Developmental Therapy Associates, PLLC Third Party Data Security and Privacy Plan**

DTA agrees to only collect, use, and share student PII as authorized by the contract or with the consent of the student who is the subject of the information, if student has reached majority age, or the student's parent;

DTA agrees to provide, and update as necessary, clear information that is understandable by a layperson explaining the data elements of student PII that DTA collects, the learning purpose for which DTA collects the student PII, and how DTA uses and shares the student PII. The information must include all student PII that DTA collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. (DTA only collects the name, birthdate, grade and teacher as part of its evaluation process. If services are warranted, parent permission and a physician's script is obtained. All PII is kept within a locked file within the therapy room. All reports are also distributed to CSE and filed in students confidential file within the school building.)

DTA agrees to provide clear notice to School/BOCES before making material changes to its privacy policy for school services;

DTA agrees to facilitate any correction of factually inaccurate student PII at the request of School/BOCES;

DTA agrees to immediately inform School/BOCES upon its discovery of any misuse, data security breach, or unauthorized release of student PII held by DTA, regardless of whether the misuse, data security breach, or unauthorized release is a result of a material breach of the terms of the contract;

DTA agrees to not sell student PII; except in instances of purchase, merger, or other type of acquisition of DTA, or any assets of DTA, by another entity, and so long as the successor entity continues to be subject to the provisions of the contract with respect to student PII;

DTA agrees to not use or share student PII for purposes of targeted advertising to students;

DTA agrees to not use student PII to create a personal profile of a student other than as authorized by School/BOCES for supporting the purposes of the contract or with the consent of the student, if student has reached the age of majority, or the student's parent;

Notwithstanding the other requirements of this policy, DTA contract will include a provision allowing DTA to use or disclose student PII to ensure legal or regulatory compliance or to take precautions against liability; to respond to or participate in the judicial process; to protect the safety of users or others on the school service contract provider's website, online service, online application, or mobile application; or to investigate a matter related to public safety, so long as DTA informs School of its use or disclosure as soon as possible.

Attachment C

STATEMENT OF REASSIGNMENT

Developmental Therapy Associates Occupational & Physical Therapy, PLLC


Name of the Outside Contracted Provider

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

1. to reassign all Medicaid reimbursements to your school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
2. to accept as payment in full the contracted reimbursement rates for covered services,
3. to comply with all the rules and policies as described in your contract with the school district, and
4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

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

5/19/28  
(Date)

  
(Outside Contract Service Provider's Signature)

Sauquoit Valley Central School District  
School District (under contract with): List additional ones on back of this form.)

**Additional School District with Which You Contract:**

Adirondack Central School District

Brookfield Central School District

Clinton Central School District

Holland Patent Central School District

Little Falls City School District

New Hartford Central School District

New York Mills Union Free School District

Oriskany Central School District

Remsen Central School District

Sauquoit Valley Central School District

Westmoreland Central School District

Whitesboro Central School District

Attachment D

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

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

Developmental Therapy Associates Occupational & Physical Therapy, PLLC  
(Organization/Contracted Provider's Name)


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

A)

- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
- 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
- 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

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

C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social 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.

(Outside Contract) Provider's Authorized Signature: 

Address: 44 Dwight Ave.

City: Clinton State: NY Zip: 13323

Telephone: 315-749-3974 Date Signed: 5/19/26

Please list the School District(s) under contract with on the back of this form.

<b>Additional School District with Which You Contract:</b>
Adirondaack Central School District
Brookfield Central School District
Clinton Central School District
Holland Patent Central School District
Little Falls City School District
New Hartford Central School District
New York Mills Union Free School District
Oriskany Central School District
Remsen Central School District
Sauquoit Valley Central School District
Westmoreland Central School District
Whitesboro Central School District





# Madison-Oneida

Board of Cooperative Educational Services

Lead • Partner • Innovate • Excel

## CENTRAL ADMINISTRATION

Phone: 315.361.5510 • Fax: 315.361.5517

SCOTT A. BUDELMANN, District Superintendent & CEO

LISA M. DECKER, Deputy Superintendent for Finance & Operations

MATTHEW C. WILLIAMS, PhD, Assistant Superintendent for Curriculum & Instruction

May 13, 2026

Mr. David Stayton, Superintendent  
Sauquoit Valley Central School District  
2601 Oneida Street  
Sauquoit, New York 13456

Dear Mr. Stayton:

Enclosed please find the annual motion and Cooperative Bidding Agreement for your district's authorization to participate in the 2026–2027 Cooperative Bidding Services program.

At your earliest convenience, please return the following materials:

- A copy of the certified Board Resolution
- One (1) signed copy of the Cooperative Bidding Agreement

We look forward to continuing our partnership and providing consortium participants with the collective benefits of cooperative bidding services in the coming year.

Thank you for your continued collaboration.

Sincerely,

Lisa M. Decker

Deputy Superintendent for Finance & Operations

## COOPERATIVE BIDDING AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATIONAL SERVICES, organized and existing pursuant to Section 1950 of the Education Law, with its officer and principal place of business located at Spring Road, Verona, New York (hereinafter referred to as "BOCES"), and SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT (hereinafter referred to as "the Participant").

### WITNESSETH

WHEREAS, pursuant to Section 119-0 of the General Municipal Law of the State of New York, the BOCES does presently offer a cooperative bidding program in which various school districts and local government entities participate in the bidding and purchase of supplies and equipment on a collective scale, and

WHEREAS, the Participant is a duly qualified municipal corporation as defined by Section 119-n(a) of the General Municipal Law and desires to participate as a member of said cooperative venture, and

WHEREAS, the parties hereto desire to set forth their various rights, duties and responsibilities into an Agreement.

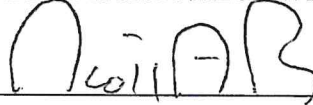
NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Participant hereby agrees to utilize the services of the Cooperative Bidding Program of the BOCES for the procurement of various types of school supplies and school lunch commodities for the school year 2026-2027, said time period to extend to June 30, 2027, with the option to renew for an additional one (1) year period only by written mutual consent.
2. The Participant, by and through its Purchasing Department, agrees to act in accordance with the BOCES cooperative bidding procedures. Specifically the Participant agrees to furnish BOCES, if requested and the Participant desires, with an estimated minimum number of units that it wishes to purchase the particular item or items being presented for bid.
3. Specifications shall be developed collaboratively by the Advisory Committee. BOCES shall then include said estimates within its specifications for the purchase of said commodity and advertise for competitive bidding pursuant to the laws of the State of New York relating to public bids and contracts for the purchase thereof. BOCES shall also include within said specifications, where appropriate, the name of the school district and the delivery locations.

4. Upon opening of sealed bid submissions, the Participant shall be entitled to review and analyze the state prices requested. The review is accomplished by a committee of district representatives, each appointed by their respective Boards of Education. Specialty Board items can be reviewed by staff experts of each district, as delegated to the Advisory Committee by the official district representative. If the Cooperative Bidding Coordinator for BOCES received no objection from the Advisory Committee after their analysis of the bids received, then the Participant shall be hereby committed to purchase any quantities of the commodity in question from the Board winning vendor as awarded by the BOCES, based upon the analysis of the Review Committee of district representatives.
5. Upon the award of a bid by the Madison-Oneida Board of Education, a copy of said award shall be mailed to the Participant. Said award shall constitute a commitment from a vendor, thereby permitting the Participant to issue purchase orders for the delivery of the commodity in question in the quantities and at the delivery locations directed by the Participant.
6. The Participant shall not accept and make bid awards for commodities subject to this cooperative bidding independently and on its own behalf during the period in which BOCES is advertising for the same commodities or service except in the case of emergency or hardship.
7. The Participant desires and the BOCES agrees that the School Business Official or other District official of the Participant shall sit as a participating member of the BOCES Advisory Committee for Cooperative Bidding.
8. The terms and conditions of this Agreement and the authority thereof shall be governed by the terms and conditions set forth in Article 5-G, Sections 119-m, et al, of the General Municipal Law of the State of New York.
9. The Participant hereby covenants and agrees to accept sole responsibility for the payment due any vendor for all charges associated with the sale and delivery of those materials requested by the Participant. The Participant further agrees to hold harmless, indemnify, and defend the BOCES from all claims, actions, costs, expenses, and judgments that may arise from the purchases and delivery of the commodity in question for the Participant.
10. The parties hereto covenant and agree that this Agreement, although executed by an authorized representative of the Participant, shall be considered valid only when accompanied by the companion resolution adopted by the Board of Education for the participant authorizing the execution of this Cooperative Bidding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

MADISON-ONEIDA BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES (BOCES)



---

*District Superintendent*

PARTICIPANT

---

*Superintendent*

RESOLUTION OF BOARD OF EDUCATION OF  
SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT  
(Regarding Cooperative Bidding)

WHEREAS, it is the plan of a number of public school districts and MADISON-ONEIDA BOCES during the 202-2027 school year to bid jointly for the purchase of various types of school supplies and school lunch commodities (the "Commodities"); and

WHEREAS, the Sauquoit Valley Central School District ("the School District") is desirous of participating in the joint bidding of the Commodities, as authorized by General Municipal Law, Section 119-0; and

WHEREAS, this Board of Education has received and reviewed an agreement governing its rights and responsibilities should it elect to participate in the joint bidding of the Commodities ("the Agreement"); and

WHEREAS, this Board of Education wishes to appoint a district administrator as a member of a BOCES-wide committee to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to this Board of Education and making recommendations thereof, all in accordance with the board of Education's powers under relevant law and pursuant to the terms of the Agreement;

BE IT RESOLVED, that the Board of Education hereby appoints \_\_\_\_\_ to represent it in all matters related above (the "Committee"); and

BE IT FURTHER RESOLVED, that in accordance with the Agreement, a copy of which is annexed hereto, the Board of Education agrees (1) to assume its equitable share of the costs of the cooperative bidding; (2) to abide by majority decisions of the participating districts on quality standards; (3) to award bid item purchases according to the recommendations of the Committee, unless all bids are rejected; and (4) to negotiate directly with the successful bidder(s) after the awarding of contract(s).

CERTIFICATION OF DISTRICT CLERK

I, \_\_\_\_\_, District Clerk of the SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT Board of Education, hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on \_\_\_\_\_, 20\_\_.

DATED \_\_\_\_\_ SIGNATURE \_\_\_\_\_



UPSTATE  
CARING PARTNERS

*Empowering People*

Agreement by and between:

Sauquoit Valley Central School District  
2601 Oneida Street  
Sauquoit, NY 13456

And  
Upstate Caring Partners  
125 Business Park Drive  
Utica, NY 13502

Whereas, the Superintendent of the District, hereinafter called the Superintendent, is charged with the responsibility to provide certain education services for students with disabilities in the District in compliance with Public Law 94-142, the New York State Education Law and Part 200 thereof the Regulations of the Commissioner of Education, and

Whereas, the Superintendent may provide these educational services through an authorized organization and

Whereas, the Contractor is such authorized organization and

Whereas, the Contractor under terms of its corporate authority has the power to provide certain educational services set forth in this agreement and

Whereas, the District believes that the amount of funds to be paid to the Contractor is reasonable and necessary and

Whereas, it is programmatically desirable for the District to contract with the Contractor for the performance of these services.

Now, THEREFORE, the parties in consideration of the above do covenant and agree as follows:

1. Participation by the District in the referral of a child with a disability and the admission process of the Contractor shall be defined in the admission policy procedures of the Contractor with regard to age and types of placement. Decision as to referral for enrollment of a child for educational services under this contract shall be that of the District. Decision as to acceptance of such a child for the enrollment in the school of the Contractor will be that of the Contractor, as defined in the admission policy.
2. As part of the referral process, the District will provide complete school records to the Contractor. These should include previous report cards, achievement test records, IEP's, evaluations and assessments.
3. The District and the Contractor will work together in preparing the child for enrollment in the school of the Contractor.

4. The District shall pay tuition costs while the child is enrolled in the school of the Contractor. The prospective tuition rates, inclusive of Related Services, will remain in effect until reconciliation rates are set by the New York State Education Department, as per their rate methodology, reconciliation adjustments will be billed and owed upon notification. Tuition will be paid for all days of enrollment and shall also be paid for all days of absence due to illness, absence for legal and illegal reasons, teacher conferences, work days or others as defined by the Regulations of the Commissioner of Education.

Tuition will be billed on a monthly basis for the 10 month program and payment is due and owed upon receipt of the tuition bill. Tuition will be billed at the end of the 30 day summer program and is due and owed upon receipt of the tuition bill.

5. During the enrollment of the child, the Contractor will provide special education services to the child in accordance with applicable laws and regulations. This will include classroom instruction and related therapies as defined by the IEP.

6. The Contractor will maintain consultation with the District about the progress of the child. Such consultation may take the form of written reports, personal conferences, or telephone conferences.

7. This contract shall be in effect as of July 1, 2026 through June 30, 2027.

\_\_\_\_\_  
School District Representative

Date: \_\_\_\_\_



\_\_\_\_\_  
Geno DeCondo  
Executive Director  
Upstate Caring Partners  
Date: 6/01/26

STATEMENT OF REASSIGNMENT

Upstate Cerebral Palsy Inc. dba Upstate Caring Partners

Name of the Outside Contracted Provider

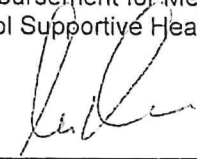
By this reassignment, the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid reimbursements to your school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
2. to accept as payment in full the contracted reimbursement rates for covered services,
3. to comply with all the rules and policies as described in your contract with the school district, and
4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

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

6/01/2026

(Date)



(Outside Contract Service Provider's Signature)

see attached list

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

## Districts Under Contract with UCP

Adirondack Central School District  
Albany City School District  
Amsterdam Central School District  
Camden Central School District  
Canajoharie Central School District  
Canastota Central School District  
Central Valley Central School District  
Clinton Central School District  
Dolgeville Central School District  
East Meadow Central School District  
East Ramapo Central School District  
Fort Plain Central School District  
Frankfort-Schuyler Central School District  
Glens Falls Central School District  
Gloversville Central School District  
Herkimer Central School District  
Herricks Union Free School District  
Hewlett-Woodmere Central School District  
Homer Central School District  
Kingston City School District  
Laurens Central School District  
Levittown Public Schools  
Liberty Central School District  
Lisbon Central School District  
Longwood Central School District  
Morrisville-Eaton Central School District  
Mount Markham Central School District  
New Hartford Central School District  
New York City Department of Education  
New York Mills Union Free School District  
Niskayuna Central School District  
North Colonie Central School District  
North Syracuse Central School District  
Oriskany Central School District  
Oswego City School District  
Potsdam Central School District  
Richfield Springs Central School District  
Rochester City School District  
Rome City School District  
Rotterdam-Mohonasen Central School District  
Sauquoit Valley Central School District  
Schoharie Central School District  
Susquehanna Valley Central School District  
Syracuse City School District  
Utica City School District  
Vernon Verona Sherrill Central School District  
Wallkill Central School District  
Waterville Central School District  
West Canada Valley Central School District  
West Genesee Central School District  
Westhill Central School District  
Westmoreland Central School District  
Whitesboro Central School District  
Yonkers Central School District

**PROVIDER AGREEMENT**  
**BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH**  
**AND**  
**THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT**  
**WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID**  
**SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

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

Upstate Cerebral Palsy Inc., dba Upstate Caring Partners  
(Organization/Contracted Provider's Name)

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

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
  - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
  - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social 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.

(Outside Contract) Provider's Authorized Signature: \_\_\_\_\_

Address: 125 Business Park Drive

City: Utica State: NY Zip: 13502

Telephone: 315-724-6907 Date Signed: 6/01/26

Please list the School District(s) under contract with on the back of this form.