

**E-34-17****Contract Details****SERVICE:** Preschool Special Education

- ☐ Evaluator
☐ Center Based Program
☒ Related Services
☐ SEIT Services

Term: from 09/01/16 to 08/31/20**Term:** from 09/01/16 to 08/31/20**Term:** from 09/01/16 to 08/31/20**Term:** from 09/01/16 to 08/31/20NIFS ID #: CQHE16000007NIFS Entry Date: 11/29/2016

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# Mandated

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name: Dr. Doreit S. Bialer, OTD, MA, OTR/L, P.C.	Vendor ID# 11-3268074
27 The Plaza, Unit 15, Locust Valley, NY 11560	Contact Person Dr. Doreit Bialer
	Phone 516-398-9191

County Department
Department Contact Ginny Mundy
Address 200 County Seat Drive Mineola, NY 11501
Phone: 227-8589

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
11/29/16	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <input checked="" type="checkbox"/>	11/29/16	Mason	
	OMB	NIFS Approval <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/4/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/4/16	Q. Q. Mundy	
12/6/16	County Attorney	CA Approval as to form <input type="checkbox"/>	12/6/16		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>			



Contract Summary

Description: Preschool Special Education – Center Based Services (Education) – SEIT – Related Services – Evaluations
Purpose: Provide mandated Education and/or Related and/or SEIT services and/or Evaluations for Nassau County preschool students with a disability who are between the ages of three to five. Failure to provide these services will place the County in noncompliance with State and Federal laws.
Method of Procurement: Prospective vendors complete a Pre application Profile, NYS 4410 providers submit copy of NYS approval; Need Assessment meets quarterly to review Pre application Profiles and assess capacity; prospective vendor is interviewed at DOH; contract awarded. Nassau County is mandated to contract with all NYS 4410 approved providers.
Procurement History: Mandated Program. This is a new contract.
Description of General Provisions: - Provide evaluation components which include social history; psychological evaluation; physician evaluations including physical exams, orthopedic, psychiatric, optometric and other services provided by a licensed medical professional; and/or non-physician evaluations including audio logical, speech/language, occupational therapy, physical therapy, education evaluation, and other non-medical evaluations and/or provide preschool educational services and/or provide related services (speech/language therapy; hearing educational services; vision educational services; counseling services; physical therapy; occupational therapy and other support services) and/or provide Special Education Itinerant teacher services (SEIT) in accordance with the providers license and the child's Individual Education Plan (IEP).
Impact on Funding/Price Analysis Provider payment for Related Services is \$40.00 per half hour for an individual session and \$30.00 per child for a group session. Provider payment for Evaluations, Center Based, SEIT services are based on rates determined by the NYS Education Department. Nassau County will receive 59.5% state aid reimbursement for these costs.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	54
Resp:	5400
Object:	PP751
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	HEGEN5400 /PP751 (blanket encumbrance) CUHE16000002-01 Related Service	\$.01
2		\$
3		\$
4	<i>G. Imato 10/16/16</i>	\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Ginny Mundy**Date: **11/29/2016**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Dr. Doreit S. Bialer, OTD, MA, OTR/L, P.C.

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 9/1/2016 - 8/31/2020

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal % _____
☐ Capital Improvement Fund (CAP) State % _____
☐ Other County % 100

Is the cash available for the full amount of the contract? ☒ Yes ☐ No
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Provide mandated Education and /or Related and /or SEIT services and /or Evaluations for Nassau County preschool students with a disability who are between the ages of three to five. Failure to provide these services will place the County in noncompliance with State and Federal Laws.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

N/A

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

n/a

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature

Title

Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature

Title

Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature

Title

Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Dr. Doreit S. Bialer, OTD, MA, OTR/L, P.C.

CONTRACTOR ADDRESS: 27 The Plaza, Unit 15, Locust Valley, NY, 11560

FEDERAL TAX ID #: 11-3268074

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, and by publication on the County procurement website. Proposals were due on _____. () proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). **Preschool Special Education mandated in accordance with section 4410 of the NYS Education Law. See attached Contract Summary.**
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

11/29/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev.309/15

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

[Handwritten signature: DSE]

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 10/12/16

Vendor: DOREIT S Bialer

Signed: [Signature]

Print Name: Doreit S Bialer

Title: President / owner

Exhibit B

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Doreit S. Bieler
Date of birth 5/7/56
Home address 28 Jefferson Ave.
City/state/zip Grayville N.Y. 11709
Business address 15 The Plaza
City/state/zip Locust Valley N.Y. 11560
Telephone 516 398-9191
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other) _____
*Sole Proprietor
Owner
only employee*
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
 YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Doreit Bieler, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12th day of Oct 2016

Anne M. Bianchi
Notary Public

ANNE M. BIANCHI
NOTARY PUBLIC, State of New York
No. 01B16126114
Qualified in Nassau County
Commission Expires April 25, 2017

Doreit Bieler, LTD, INC, OR
Name of submitting business

Doreit Bieler
Print name

Doreit Bieler
Signature

President, owner
Title

10 / 12 / 2016
Date

10/12/2016
Anne M. Bianchi

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable," No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 9/28/16

1) Proposer's Legal Name: DOREIT S. Bialer, MA OTR
2) Address of Place of Business: 27 The Plaza Suite 15 Locust Valley N.Y.
List all other business addresses used within last five years: 15 South Street. Oyster Bay N.Y. 11709 11560

3) Mailing Address (if different): _____

Phone: 516 391-9191

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 11-326 8074

6) The proposer is a (check one): ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ☒ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ☒ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ☒ If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

No conflict exists

If a conflict should arise I will contact Nassau County and await further instructions.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; **1-9-95**
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; **Doreit S Bialer
15 The Plaza
Locust Valley**
- iii) Name, address and position of all officers and directors of the company; **-Doreit S Bialer CEO
15 The Plaza 6
Locust Valley N.Y.**
- iv) State of incorporation (if applicable); **N.Y.S.**
- v) The number of employees in the firm; **1**
- vi) Annual revenue of firm; **150K.**
- vii) Summary of relevant accomplishments **- NONE**
- viii) Copies of all state and local licenses and permits. **- ~~NOT~~ ATTACHED**

- B. Indicate number of years in business: **-**

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. **- NONE**

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Locust Valley Central School District

Contact Person Richard Miller Director Pupil Personnel

Address Horse Hollow Road

City/State Locust Valley

Telephone 516 277-5050

Fax # NONE

E-Mail Address RMiller@lvcsd.k12.ny.us

Company Indep. Contractor for pre-school(s)
Contact Person Ana Wegman Director of North
Address [REDACTED] Shore Prescho
City/State Upper Brookville, N.Y. 11545
Telephone 776-4197
Fax # NONE
E-Mail Address [REDACTED]

Company Northwell, Hx.
Contact Person Anne Giordano, OTR
Address [REDACTED] Ave.
City/State Glen Cove, NY Garden City.
Telephone 516-526-536
Fax # NONE
E-Mail Address ANG22@aol.com

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Doreet S Biater, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of Sept 2016

Anne M. Bianchi
Notary Public

ANNE M. BIANCHI
NOTARY PUBLIC, State of New York
No. 01B16126114
Qualified in Nassau County
Commission Expires April 25, 2017

Name of submitting business: _____

By: Doreet S Biater

Doreet (S) Biater
Signature

Director / owner
Title

9 / 28 / 2016
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: DOREIT S Bider

Address: 28 Jefferson Ave.

City, State and Zip Code: Bayville N.Y. 11709

2. Entity's Vendor Identification Number: 11-3268074

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Other (specify)

Sole Proprietor

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Doreit S. Bider (Sole Prop)

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

No Others Sole Prop

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 10/12/2016

Signed: Doreit Blair

Print Name: Doreit Blair

Title: owner / president

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

MWBE FORM

☐ **Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

☐ **Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department requires vendor to submit list of sub-contractors or sub-contractor requirements. Attached is our list or list of requirements.

✓ ☒ **Vendor will not require any sub-contractors.**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Doreit S. Bialer 9/28/14
Name and Title of Authorized Representative m/d/yy

Doreit S. Bialer 9/28/14
Signature Date

Doreit S. Bialer MA, OTR
Name of Organization

28 Jefferson Ave
Address of Organization

Bayville N.Y. 11709

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PRESCHOOL SPECIAL EDUCATION PROGRAM CONTRACT

THIS AGREEMENT, dated as of _____, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, NY 11501 (the "Department"), and (ii) **DR. DOREIT S. BIALER, M.A. OTR/L, P.C.**, a New York State **Individual**, having its principal office at 27 THE PLAZA, UNIT 15, Locust Valley, NY, 11560 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence upon ratification and terminate on August 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement.
2. Definitions. The following terms shall have the meaning defined below for the purposes of this Agreement.

(a) "**Child**" shall mean a referred or eligible child as defined in Section 4410(1)(j) of New York State Education Law.

(b) "**Board**" or "**Board of Education**" shall mean a board of education as defined in section two of the New York State Education Law; or trustees of a common school district as defined in section 1601 of the New York State Education Law.

(c) "**Commissioner**" shall mean the Commissioner of Education of the State of New York.

(d) "**Contractor**" shall mean such individual or entity providing Evaluation, SEIT, Center Based, and Related Services, as such services are defined and described in this Agreement or any appendix or exhibit attached to this Agreement.

(e) "**Coordinator of Services**" shall mean a therapist serving a Child under this Agreement who provides coordination services to a Child in the event that such Child is receiving more than one service, whether Related Services and/or SEIT.

(f) "**CPSE**" shall mean the Committee on Preschool Special Education, a multidisciplinary team established in accordance with the provisions of section 4410 of the Education Law.

(g) **"Preschool student with a disability"** shall mean a preschool child, as defined in section 4410(1)(j) of Education Law, who is eligible to receive preschool programs and services.

(h) **"IEP"** shall mean an Individualized Education Program, a written plan that specifies the special education programs and services to be provided to meet the unique needs of a student with a disability.

(i) **"Medical Assistance Program"** shall mean the Medicaid program authorized by Title 11 of Article 5 of the New York State Social Services Law.

(j) **"NYSED or SED"** shall mean the New York State Education Department.

(k) **"Parent"** shall mean the parent of a Child or other person authorized to give parental consent.

(l) **"Personnel"** shall mean any and all staff having contact with the child. This includes subcontracted individuals.

(m) **"Provider"** shall mean a Contractor and may refer either to the Contractor or a third person, as appropriate.

(n) **"Quality Assurance Reviews"** shall mean those activities conducted by NYSED, the County and the Department to assure that the Services provided by the Contractor under this Agreement are being carried out according to the terms of this Agreement and any applicable law, and shall include, but not be limited to, site monitoring visits and payment audits.

(o) **"Regulations"** shall mean 8 N.Y.C.R.R. Part 200, Regulations of the Commissioner of Education, as the same may be in effect or amended during the term of this Agreement.

(p) **"Session"** shall mean that time in which the Contractor is providing Services to the Child as required by the IEP. Each Session is at least 30 minutes in length and is billed to the County as required by the IEP.

(q) **"Special Education Itinerant Services" or "SEIT Services"** shall mean an approved program provided by a certified special education teacher on an itinerant basis in accordance with the Regulations of the Commissioner, at a site determined by the Board, including but not limited to an approved or licensed prekindergarten or head start program; the child's home; a hospital; a state facility; or a child care location.

(r) **"Special Education Itinerant Teacher" or "SEIT"** shall mean a person certified to teach students with disabilities who is providing special education to the student. For a student who is being considered for initial placement in special education, a teacher qualified to provide special education in the type of program in which the student may be placed may serve as the student's special education teacher that individual performing SEIT Services.

(s) **"State"** shall mean the State of New York.

(t) **"Training"** shall mean any training adhering to minimal requirements and mandated County trainings.

3. Scope of Services. The services provided under this Agreement shall be special education services and programs for preschool children with handicapping conditions, including, where applicable: (a) SEIT Services; (b) Evaluation Services; (c) Center Based Services; and/or (d) Related Services, as such services are more fully described in "Exhibit A" attached hereto and incorporated herein by reference (the "Services").

4. Service-Related Covenants and Representations.

(a) General. The Contractor agrees to abide by NYSED and County written policies and procedures and utilize forms established by the NYSED and the County which relate to the Services performed in accordance with this Agreement. The Contractor shall provide Services for which the Contractor has NYSED approval to the entire County regardless of travel time, neighborhood in which the Child resides or if the Child receives other services unrelated to the Services which the Contractor performs pursuant to this Agreement.

(b) Case Records. (i) General. The Contractor shall maintain a complete and current primary case record ("Case Record") for each Child which accurately reflects the Services provided to such Child. At a minimum, the Case Record shall include:

- 1) Child information (name, date of birth, gender, address, Parent, etc.).
- 2) A copy of the child's IEP and related documents, including IEP amendments.
- 3) Record of each date of service, length of session, description of the services provided and the child's response to the services. The signature and professional credentials of the Contractor and the signature of the Parent is also required. Treatment Logs must be accurately completed and the signature of the treating therapist and Parent is required.
- 4) Quarterly progress reports.
- 5) Orders by physician(s) or other health care professionals as required.
- 6) Written correspondence with or regarding the child/family.
- 7) Notes recording any relevant discussions with Parents or other contractors regarding the child and family and/or notes recording any relevant discussions with the County regarding the child and family.
- 8) Any signed and dated parental consents for the provision of evaluations and Preschool services and/or to obtain and/or release information.
- 9) Any circumstance resulting in the non-delivery or delay in the delivery of any services shall be recorded in said case file.
- 10) Record Access form.
- 11) Discharge and or Declassification documentation.

In cases where Services are provided through a sub-contractual arrangement, the direct provider of the Services shall retain the complete and original Case Record related to the Services they deliver to a Child and a Child's family.

(ii) Review and Inspection. Case Records shall be available to the Child's Parent, upon such Parent's request, for such Parent's inspection and review. Such Parent may request that their Child's records be amended if a record contains misleading or inaccurate information about the Child or family or violates the privacy or any other rights of the Child. Case Records shall also be available for review and inspection by representatives of the County and/or NYSED or their respective designee during working hours at the Contractor's place of business or other location as agreed to by the Contractor and the County and/or NYSED.

The Contractor shall keep all Case Records and other clinical records relating to the Services performed under the terms of this Agreement available at all reasonable times for inspection, review, evaluation and audit by properly authorized personnel of the County, the State and federal government, subject to any limitations or restrictions imposed by any statutes, rules or Regulations governing confidentiality of child records, for a period of not less than that required by applicable law, regulations, or record retention schedules of the County, State or federal government.

(iii) Maintenance of Case Records. The individual Case Records for each Child participating in the Services conducted pursuant to the Agreement shall be kept in locked files or in rooms that are locked when the records are not in use with access provided only to those individuals deemed appropriate by the Department. The Records shall be maintained in a confidential manner in compliance with all applicable laws, regulations and guidelines of Federal, State and local governments and their agencies, including requirements that apply to professions licensed, registered, or certified under New York State Education Law. The maintenance of Case Records shall also be subject to those confidentiality provisions contained in this Agreement.

The Contractor shall continue to maintain the confidentiality of individual Case Records and safeguard such Case Records against destruction, as set forth above, after termination of this Agreement or any subsequent agreements, until final disposition of such Case Records is made in accordance with all applicable laws, regulations and guidelines.

All Case Records pertaining to this Agreement, including copies of all progress reports and other records pertaining to this Agreement, shall be retained by the Contractor and shall be submitted to the Department as required. All Case Records pertaining to this Agreement shall be retained by the Contractor for a period of three years after the Child attains age 18.

(c) Contractor Representations and Qualifications.

(i) The Contractor represents and warrants that it has fully and accurately completed and submitted to the Department the "Preschool Provider Contract Re-application Request Profile" and "Agency Contract Application." The Contractor shall notify the Department immediately of any change in the information provided.

(ii) The Contractor agrees to provide the County with a copy of the approval from New York State Education Department for SEIT, Center Based, and evaluation services for which the Contractor is responsible under this Agreement. At least 30 days prior to the Contractor's submission to the New York State Education Department of an Application for Approval of Preschool Education Programs or modifications, additions, or deletions to an Application for Approval, the Contractor agrees to request in writing the Department's assessment of the need for such Application for Approval, modifications, additions or deletions.

(iii) The Contractor shall contact the Nassau County Department of Health immediately upon becoming aware that the New York State certification and/or License, Drug Enforcement Agency (DEA) registration or Medicaid certification of any staff member, employed or contracted, is restricted, suspended or temporarily and/or permanently revoked by any regulatory authority. The County shall then immediately notify the NYSED.

(iv) Licenses. The Contractor specifically represents and warrants that, in the case of a Contractor who is an individual, he/she has and shall possess, and that, to the extent applicable to the Contractor, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they

perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required New York State approvals, authorization(s), certification(s), registration(s), license(s) or permit(s) required by the State, County or local authorities for the Services (collectively, the "License" or "Licenses").

The Contractor shall verify annually the status of each employee, subcontractor, and agent's license, permit and/or certificate and check monthly each employee, subcontractor and agent against the United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list (or any successor system), AND the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities (or any successor system).

The Contractor shall immediately notify the County and NYSED in writing of any disciplinary proceedings filed against the holder of any License required by this Agreement or any applicable law, rule, and regulation. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the County and NYSED. The Contractor shall notify the County if any employee, subcontractor or agent is found on either Restricted/Terminated/Excluded list. The Contractor shall not be entitled to compensation for any Services provided for which it fails to maintain any required certification, registration or license and NYSED approval, if applicable or if services are provided by an excluded employee, subcontractor or agent. The Contractor shall reimburse the County for any compensation received for such portion of the term

The Contractor must ensure all state licensed speech language pathologists, psychiatrists, and psychologists who are employees, subcontractors, or agents, who will refer for any evaluations or services, are enrolled as New York State Medicaid Providers.

The Contractor shall maintain on file current copies of New York State certification and/or License and documentation of continuing education programs as required by the NYSED for any agent, employee or subcontractor and produce such documentation upon request of the County and/or NYSED or their respective designee.

(v) The Contractor shall require verification that any agent otherwise required by law, employee, or subcontractor have documentation of completion of a child abuse mandated reported training course.

(vi) The Contractor represents and warrants that it has made available to all employees, subcontractors and agents a copy of the County's Implementing Professional Boundaries (ethics brochure).

(vii) The Contractor or any staff member (hereinafter, a "Staff Member") of the Contractor, or any subcontractor or Staff Member of such subcontractor, providing Services under this Agreement is required to wear visible photo identification while performing any Services under this Agreement. All photo identification shall contain the Contractor, subcontractor or Staff Member's name, picture, professional title, and, if applicable, the name of the Staff Member's employer.

(d) Facilities. The Contractor shall comply with any and all federal, State and local codes, ordinances, and regulations governing their office/facility. All buildings, premises, equipment, furnishings shall be safe and suitable for the care and comfort of the children and shall be provided and maintained in a good state of repair and sanitation. The premises must be kept free from dampness, odors, vermin, and accumulation of trash. All rooms, equipment, surfaces and furnishings accessible to

children must be cleaned and disinfected as needed to protect the health of children and in a manner consistent with Appendix A attached hereto and incorporated herein by reference. (Health and Safety Checklist).

(e) Attendance.

(i) Attendance at Mediations and Impartial Hearings. As provided by law, where a Parent has requested a mediation or impartial hearing concerning either an act or failure to act on the part of the Contractor, upon request of the Department and without additional compensation, the Contractor shall consult with appropriate representatives of the Department, and, after such consultation, provide witness(es) who have either direct knowledge of the Child or sufficient knowledge of the Child such that the witness(es) will effectively participate in the impartial hearing or mediation process.

(ii) Attendance at Training Sessions. The Contractor and/or its employees, agents and subcontractors shall attend, without additional compensation, any mandatory training sessions as required and specified by the Department.

(f) Cooperation.

(i) Quality Assurance. The Contractor agrees to cooperate and participate in the implementation of Quality Assurance Reviews conducted by the County and/or the NYSED.

(ii) Cooperation with CPSE. As necessary and reasonable, the Contractor shall confer by telephone or in person with the district CPSE, the Parent, the Coordinator of Services (if applicable) and the Department regarding all aspects of Services.

(iii) Participation in IEP Process. As requested by the CPSE, a Contractor shall participate in meetings for the purpose of reviewing the IEP of a Child.

(g) Health Status Documentation. The Contractor shall require of all personnel who provide direct Services to children and/or families, as a condition of their employment or affiliation, documentation of the following:

(i) Statement from a health care provider that the individual is free from a health impairment which is of potential risk to children/families or which might interfere with the performance of his/her duties. This shall be obtained annually.

(ii) PPD (Mantoux) skin test for tuberculosis, unless a documented previous positive test and negative chest x-ray are on file. Negative findings shall be repeated annually. Positive findings shall require appropriate clinical follow up including a chest x-ray.

(iii) Proof of Measles and rubella immunity for all personnel born after 1/1/57 by documentation of one of the following:

- 1) Diagnosis by a physician as having had the disease
- 2) Demonstration of serologic evidence of antibodies (titer) or
- 3) Evidence of two doses of live measles vaccine and/or rubella vaccine with the first dose administered on or after age 12 months and the second dose administered more than 30 days after the first dose but after 15 months of age
- 4) Current immunization with measles and/or rubella vaccine. If a health care provider certifies that immunization with measles or rubella vaccine may be

detrimental to the employee's health, the requirements of this Section relating to immunization shall be inapplicable until such immunization is found no longer to be detrimental to such employee's health. The nature and duration of the medical exemption must be stated in the employee's employment medical record.

(iv) Hepatitis B vaccine and proof of Tetanus Immunization within the past ten years, Influenza and Varicella vaccine are highly recommended.

(h) Central Register of Child Abuse and Maltreatment

(i) All Contractors must report suspected cases of child abuse and/or maltreatment to the New York State Central Register of Child Abuse and Maltreatment (SCR) whenever they believe that there is reasonable cause to suspect that a Child is or has been abused or maltreated. Individuals in those professions required under Article 6 Title 6 of New York State Social Services Law on Child Protective Services to report cases of suspected child abuse or neglect (mandated reporters), must call the Mandated Reporter's number (1-800-635-1522) of the State Central Register of Child Abuse and Maltreatment. All other individuals who are not mandated reporters must call the State Central Register of Child Abuse and Maltreatment at 1-800-342-3720, when, based on their observations, they believe that there is reasonable cause to suspect abuse, maltreatment or neglect.

(ii) All Contractors are required to complete, at the commencement of this Agreement, SCR clearance on any person who is currently employed with the Contractor and/or is being actively considered for employment, their employees or subcontractors that meet the standard of having the potential for regular and substantial contact with the Child. The SCR clearance must be current. Prior approvals must not be considered. The Contractor shall adhere to the procedures established by the Office of Children and Family Services, including processing fees, in accessing the New York State Central Register of Child Abuse and Maltreatment (SCR), as per Chapter 578. Nothing shall prevent the County from requiring a fee from the Contractor in reference to processing and adhering to State requirements.

If an individual screened through the SCR is the subject of an indicated report, then the Contractor shall notify the Nassau County Department of Health, Office of Children with Special Needs by telephone, at 516 227-8648, and in writing, immediately. Failure of the Contractor to immediately remove the indicated subject from contact with Children may result in immediate termination of this Agreement, as well as such other sanctions as may be provided by applicable law, rule or regulation.

The Contractor must have procedures in place to check the Justice Center's Staff Exclusion List prior to hiring any new staff. The Contractor shall enter all new hires' NPI number on the E-medny website using the County's NPI number and email the completed NPI Number Registration Reporting of New Hires Excel spreadsheet (Appendix G) to the County.

(i) Transportation.

(i) The Contractor agrees to keep current addresses and phone numbers for children in their care who require transportation services in addition to one viable emergency drop-off name and phone number. Furthermore, the Contractor will check the list for correctness and will update information three times a year (i.e. September, January and June). All updates will be sent to the Department's transportation management contractor and the CPSE for their records.

(ii) The Contractor is required to keep an appropriate Staff Member available on premises or on call until all children have been delivered by bus transportation to their appropriate destinations.

(iii) To document the provision of transportation services a bus log must be maintained. The log will be completed by the bus driver and by staff at the school as the students disembark.

(iv) In the event that a bus transporter cannot deliver a Child or the Child has been delivered in error, the Contractor is required to receive the Child at the Contractor location and enforce emergency procedures.

(v) The Contractor agrees to comply with any additional procedures or policies regarding transportation set by the Department during the term of this Agreement.

(vi) The Contractor (Center Based programs) shall comply with the Nassau County Department of Health Preschool Special Education Program Transportation policy and forms.

(j) Miscellaneous Provisions.

(i) On or before May 15 of each year during the term of this Agreement, the Contractor shall access the NYSED Special Education Program Listing and ensure that all of its NYSED-approved programs are correctly reflected for the upcoming summer and fall school year, especially the start and end dates.

(ii) Annually by June 1st, transmit the start and end date of all the updated and NYSED approved center based classes along with the start and end times to the Department of Health.

(iii) On or before May 15 of each year during the term of the Agreement, the Contractor shall forward to the Department annually, a complete list of its employees, agents and subcontractors providing Services, including names and areas of certification, in a format prescribed by the County, (see Appendix F Contract Deliverables).

(iv) The Contractor shall furnish to the Department, upon request, a verified payroll statement setting forth the names, positions and salaries paid, together with a verified statement of all expenses and other information, as called for in accordance with the current New York State Education Department's Reimbursable Cost Manual for Programs Receiving Funding under Article 81 and Article 89 of Education Law to Educate Children with Handicapping Conditions and a copy of any cost reports and financial statements submitted to the Commissioner, not later than 90 days (180 days in the case of a BOCES) after the end of the school year to which this Agreement relates.

(v) The Contractor shall transmit a copy of a Child's evaluation(s) to the Department's designee in time to be received not less than three business days prior to any CPSE meeting scheduled for that Child, upon the Department's request.

(vi) The Contractor shall keep an accurate record of the attendance and absence of each Child for whom Services are being provided under this Agreement, as specified by the Department.

(vii) The Contractor shall notify the Department and the Child's CPSE by facsimile transmission within 24 hours when a service is not delivered for more than five consecutive Sessions and shall indicate the reason for said missed sessions, if known. The Contractor shall attempt to contact the Child's Parent(s) to ascertain the reason for the child's absences.

(viii) The Contractor shall furnish Services to the Child in conformity with the IEP. The Contractor 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. The Contractor shall transmit the revised IEP with the next claim submitted for the Child.

(ix) The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

(x) The Contractor agrees that all Services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no Services performed under the Program will discriminate on the basis of religious belief. Furthermore, the Contractor agrees that all Program Services are and will be available to all eligible individuals regardless of religious belief or affiliation.

(xi) The Contractor shall not solicit contributions from families to whom they are authorized to provide Services to.

(xii) Progress Reports on Individual Children. The Contractor shall complete a progress report for each Child receiving Services and shall submit a copy to the Child's Coordinator of Services as designated on the IEP, the district CPSE, and the Parent as per the schedule indicated on the Child's IEP. In addition, the Contractor shall also submit copies of progress reports to the Department, as may be requested from time to time, in such format acceptable by the Department. The Contractor shall also maintain and distribute such other forms, records and reports, as the Department requires. Using objective data, the progress report must assess the Child's current level of functioning and progress towards goals listed the Child's IEP. Progress Reports must be accurately completed and signed in the appropriate places. When children are determined to be age appropriate the Contractor shall send notification to the CPSE.

(xiii) Medicaid Assistance Program. The Contractor represents and warrants that it has fully and accurately complied with Appendix BB, attached hereto and incorporated herein by reference, entitled "Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review." The Contractor shall cooperate with the Department in ascertaining whether a Child is eligible for or enrolled in the Medical Assistance Program. The Contractor shall forward to the Department monthly, at the same time as its claims, all documentation and information necessary to support the County's billing of the Medical Assistance Program, in such format as prescribed by the Department. The Contractor shall collect service encounter data and provide to the County annually, by September 1 after the close of each NYSED session ending June 30. The Contractor shall further notify the Department or its designee if the Contractor knows that a Child has such payment sources.

(xiv) State Medicaid Reassignment. (1) The Contractor represents and warrants that it has fully and accurately completed Appendix B, attached hereto and incorporated herein by reference, entitled "Contractor Agreement" and "Statement of Reassignment". The failure to comply with any of the provisions of this section or the failure to enter into or perform in accordance with such "Contractor Agreement" and "Statement of Reassignment" shall be deemed a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

(2) The parties agree that in the event that the New York State Department of Health issues a new version of the "Contractor Agreement between the New York State Department of Health and Service Contractors in the New York State Preschool Program" such new version will be substituted for Appendix B.

5. Payment. (a) Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement (the "Maximum Amount") shall not exceed the funds available to the County from the State and/or federal governments and funds appropriated or otherwise lawfully available for this Agreement. The County agrees to pay the provider at the rate(s) which shall not exceed the maximum rate(s) established or approved for the Services by the Commissioner of the New York State Department of Education or the County as follows:

(i) If the Contractor is performing SEIT Services (as defined and described above and in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those SEIT Services rendered upon commencement through August 31 2020, and shall be paid at the rate which shall not to exceed the maximum rate established for such SEIT Services by the Commissioner of NYSED.

(ii) If the Contractor is performing Evaluation Services (as such term is defined and described in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those Evaluation Services rendered upon commencement through August 31 2020, and shall be paid at the rate which shall not exceed the maximum rate established for such Evaluation Services by the Commissioner of NYSED.

(iii) If the Contractor is performing Center Based Services (as such term is defined and described in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those Center Based Services rendered upon commencement through August 31 2020, and shall be paid at the rate which shall not to exceed the maximum rate established for such Center Based Services by the Commissioner of NYSED.

(iv) If the Contractor is performing Related Services (as such term is defined and described in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those Related Services rendered upon commencement through August 31, 2020, and shall be paid at the rate which shall not to exceed the maximum rate established for Related Services by the Commissioner of the County Department of Health.

(b) Vouchers; Voucher Review, Approval and Audit. (i) Payments shall be made to the Contractor on a reimbursement basis and shall be contingent upon (1) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County to include electronic entry and submission, when available, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (2) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(ii) In no event shall final payment be made to the Contractor prior to completion of all professional services, the submission of required documents, and the approval of same by the County. Upon the delivery of contract services and upon submission of properly executed Voucher forms and supporting documentation as required by the County, the County will pay the Contractor at the rates approved by SED and certified by the State Division of Budget. All claims for payment shall be documented to the satisfaction of the County and in accordance with the terms and conditions of this Agreement. Contractor shall only be reimbursed for those Services provided in accordance with the terms

and conditions of this Agreement, which terms and conditions shall not be modified except in accordance with Paragraph 12 ("Assignment; Amendment; Waiver; Subcontracting") of this Agreement.

(iii) In the event of notification by the Commissioner of an official rate change, the Contractor shall submit a voucher to the County for any additional payment due to a rate increase or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than 30 days after such official notification by the Commissioner. The County shall reimburse the Contractor based upon the rate transmitted in writing by the Commissioner and reserves the right to adjust payments based upon the amount given on the Commissioner Form (System to Track and Account for Children - Notice of Commissioner's approval of service) No. STAC-3, or STAC-5A, or the State Education Department issued Automated Voucher Listing (AVL).

(c) Refund by the Contractor and/or Disputed Claims and Payments.

(i) Overpayment of Claims. If a review of claims and payments to the Contractor by the County reveals that the amount received by the Contractor for Services during that year exceeds the amount due for provision of Services, the County shall notify the Contractor of the exact amount due to the County for overpayments during the term hereof. Immediately, or for good cause shown to the County, no later than 30 days after the notification date, the Contractor shall refund to the County by check made payable to the order of the County of Nassau, the amount due for such overpayment. If the Contractor fails to refund amounts due the County under this or any other Agreement, the County may, at its sole discretion, withhold payments due the Contractor for Services provided pursuant to this Agreement until such time that the Contractor has made all payments due the County under this or any other Agreement; or deduct from payments due the Contractor for Services under this Agreement or any renewal thereof, either in installments or in one lump sum, the amount due the County under this or any other Agreement. The Contractor's obligations under this section shall continue beyond and shall survive the expiration or termination of this Agreement.

(ii) Denial of Reimbursement. (1) In the event the State denies the County's request for reimbursement in whole due to the fault of the Contractor in providing unauthorized services, and/or failure to provide required information for the County to be able to obtain reimbursement from the State, the Contractor shall reimburse the County for all payments made to the Contractor for which the State is denying reimbursement, including the County's contribution mandated by Section 4410 of the Education Law, together with interest thereon. In the case of partial denial of the County's request for reimbursement from the State due to the fault of the Contractor, the Contractor shall reimburse the County the difference between the amount of the claim and the amount reimbursed by the State, plus the percentage of the claim that the State failed to reimburse the County as applied to the County's contribution mandated by Section 4410 of the Education Law, plus interest thereon.

(2) Upon request for repayment by the County pursuant to above, the payment is due immediately, or for good cause shown to the County, no later than 30 days after the notification date, either by check in the amount due made payable to the order of the County of Nassau. If the Contractor fails to refund the amount due the County under this or any other Agreement, the County may, at its sole discretion, in addition to any other remedies it may have at law or in equity, (a) withhold payments due the Contractor for services provided pursuant to this Agreement until such time that the Contractor has made all payments due the County under this or any other Agreement, or (b) deduct from payments due the Contractor for services under this Agreement or any renewal thereof, either in installments or in one lump sum, the amount due the County under this or any other Agreement. The Contractor's obligations under this Section shall continue beyond and shall survive the expiration or termination of this Agreement.

(iii) Medicaid Claims. If the failure of the Contractor to cooperate in the processing of claims for payment by Medicaid or any other third party payor results in the disallowance of such claims, based on such failure, the County may deduct and withhold such amount that has not been reimbursed from any monies due the Contractor. The Contractor agrees to pay to the County the amount of the balance due the County that has not been reimbursed by Medicaid or any other third party payor. The County may, if appropriate, seek reimbursement from the Contractor for any expenses to the County arising from the aforesaid failure to provide such documentation and/or eligibility substantiation or the submission of fraudulent documentation.

(d) Timing of Payment Claims. The Contractor shall submit a claim to the County at the SED certified rate which was in effect at the time the claimed service was rendered no later than three months from the end of the month when the service was completed. However, when the SED rate letter is dated later than the actual term of service, the claim shall be submitted no later than three months from the end of the month on the SED rate letter. The County shall not honor claims for reimbursement at SED certified rates if not submitted in accordance with the above listed schedule. In addition, no claim may be submitted to the County after such date as the Commissioner closes its accounting of the school year in which the claimed service is provided.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(g) Additional Payment Provisions

(i) All reimbursement for Services under this Contract shall be between the County and Contractor in accordance with the provisions of this Agreement. The Contractor shall be responsible for the delivery of appropriate Services (as specified in each Child's IEP), including the training and/or retraining of staff employed by the Contractor.

(ii) The County shall pay the Contractor only those rates which are set by the Commissioner, or the County as applicable, and only for such period as the Contractor has the Commissioner's or the County's approval. Any rate set by the Commissioner must be transmitted to the County in writing prior to payment under this Agreement. The Contractor will send to the County the letter of rate determination from SED within ten business days of its receipt. In the event that the Contractor appeals a rate determination by the Commissioner, the Contractor will submit to the County the letters and documentation in support of any appeal of the rate determination within ten business days of submission to the New York State Education Department.

(iii) Where the Services under this Agreement include Center Based Services, if the enrollment for a Child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the Commissioner pursuant to Part 200 of the Regulations of the Commissioner.

(iv) Reimbursement for Cost of Translating Evaluations. Upon written documented parental request, the Contractor's cost for translating a summary report of the evaluation into the dominant language or other mode of communication of the Parent and/or to translate the documentation

of the evaluation shall be as reported to the school district or approved by the Commissioner. The County reserves the right to withhold reimbursement until the State Education Department issues a rate for translating the summary report. Reimbursement is not applicable when a bilingual evaluation is authorized.

(v) When formal or informal assessment measures are used to document a Child's functioning, this assessment is not eligible for reimbursement.

(vi) The Contractor shall not be entitled to receive compensation for any portion of the term of this Agreement during which it fails to maintain SED approval or any Licenses required by this Agreement or any law, rule or regulation in relation to this Agreement or the Services provided hereunder. The Contractor shall reimburse the County for any compensation received for such portion of the term in accordance with the terms and conditions hereof.

(vii) In the event that the Services under this Agreement require a Contractor to serve as a Coordinator of Services, reimbursement for such coordination services shall be limited to ten half-hour Sessions during the school year (September-June) and two half hour Sessions during the summer. No reimbursement shall be available when a Child is receiving coordination services between two or more Related Services and is also receiving SEIT Services during the same time period.

(viii) No Parent or any other person shall be required or requested by the Contractor to make any payment for tuition, evaluation, maintenance or transportation, in addition to the payments made by the County pursuant to this Agreement.

6. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

8. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as

required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) Protection of Client Information. (i) The Contractor agrees, and shall cause its Agents and Subcontractors to agree, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any client information (including, but not limited to, client names, addresses, social security numbers, and dates of birth, and medical or educational information of any kind), or utilize any of such information (hereinafter, "Client Information") for any purpose, except as may be necessary in the course of the Contractor's use of Client Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Client Information. Contractor acknowledges that its nondisclosure obligations under this Agreement shall apply equally to all documents prepared by the Contractor in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any way incorporate or reflect any of the Confidential Information, whether such documents are in electronic or hard copy or are historical or current, except as otherwise provided in this Agreement. The Contractor further agrees that its employees, subcontractors and assignees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.

(ii) Pursuant to the Contractor's confidentiality duties under this agreement, The Contractor shall, and shall cause Contractor Agents to, comply with the Family Educational Rights and Privacy Act of 1974, and the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder. Pursuant to this requirement, the Contractor must execute and comply with the Business Associate Addendum attached to this Agreement as Exhibit B.

(iii) Contractors, Contractors with home offices, must have and implement appropriate procedures to ensure the confidentiality of personally identifiable information and to document access to children's Preschool case records in accordance with these requirements. At a minimum, the Contractor must:

(1) Have a designated individual responsible for ensuring the confidentiality of Confidential Information of a Childs Case Record(s) (in the case of self-employed preschool Contractors, that preschool Contractor is responsible for this function).

(2) Ensure that all Case Records containing Confidential Information are maintained in secure locations. Any Contractor who travels to a variety of locations to deliver Services must ensure the security and confidentiality of Case Records when off-site.

(3) Maintain a record of any individual who accesses Children's Case Records, the purpose for which the record was accessed and a copy of authorization for consent

(4) Assure that all employees and subcontractors, consultants, and volunteers are informed about and are required to adhere to the confidentiality policies and procedures, and any confidentiality requirements of this Agreement.

(5) Adhere to all legal requirements that protect case records containing sensitive information (such as sexual or physical abuse, HIV status, treatment for mental illness, the child's parentage, etc).

(iii) AIDS and HIV-Related Information. The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or HIV infection or an HIV-related illness, including, but not limited to, laboratory tests performed on an individual for HIV-related illness. The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with Part 403 of New York State Social Service Law and Section 2782 of Public Health Law, is fully informed of the penalties and fines for re-disclosure in violation of State law and regulations. The Contractor fully agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

“This information has been disclosed to you from confidential records, which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure.”

9. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

(c) The Contractor, to the extent permitted by Law and at the County’s direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services.

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County’s demand and at the County’s direction, promptly and diligently defend, at the Contractor’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor’s indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding

in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to September 1, 2015, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than 30 days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Medicaid Compliance Program. Pursuant to Title 18 of the Codes, Rules and Regulations of the State of New York, the Contractor must comply with Part 521 "Provider Compliance Programs." Every Contractor claiming, ordering or receiving or that should be reasonably expected to claim, order or receive at least \$500,000 in any consecutive 12 month period from the Medical Assistance Program, shall adopt and implement an effective compliance program. The compliance program may be a component of more comprehensive activities by the required provider so long as the requirements of the Part are met.

The plan must include whistleblower protections. New York State Social Services Law (SSL) § 363-d and 18 NYCRR Part 521 require Medicaid providers to certify annually they have an effective compliance program in place.

14. Federal Deficit Reduction Act of 2005. All Contractors receiving \$5 million in Medicaid funds during the federal fiscal year (October through September, shall establish written policies and procedures informing their employees, contractors and agents regarding federal and state false claim acts and whistleblower protections. Medicaid providers must certify annually that they are compliant with the federal DRA.

15. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon 30 days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least 90 days prior to the termination date, a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

16. Accounting Procedures; Records. (a) The Contractor shall maintain and retain, for a period of six years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) The County and its authorized representatives shall have the right to conduct an audit consistent with applicable law and regulation which may include but not be limited to activities such as visiting the Contractor site, inspecting its sites, facilities and records, and observing its programs,

functions and services, at any time, upon five days prior notice. It is understood that such visits may take place whether or not the Director of the Contractor site is present and available. If the County or the Contractor requests an exit conference, the Director of the Contractor site or his/her designee shall be given an opportunity to attend, at a time mutually agreed upon. It is agreed that if an audit is undertaken by the Commissioner, School District and/or the County, said audit shall be conducted by appropriately qualified personnel designated by the appropriate party. The Contractor shall have the right to respond in writing to any written audit report and/or programmatic evaluation issued by the Commissioner, School District and/or County within 30 days from the date of certified mailing of a copy to the Contractor. If such audit report is generated, it shall not be circulated to any persons not involved in the visit (except in emergency situations or on a need to know basis) without the Contractor first being given the aforesaid opportunity to respond in writing, and if such a report is then circulated, it shall have affixed to it the response submitted by the Contractor.

17. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least 30 days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for 30 days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

18. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

19. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

20. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three business days after it is mailed or one business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the

Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

21. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) The following exhibits and appendices are attached hereto and are made a part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Business Associate Addendum
Appendix A	Health and Safety Checklist
Appendix B	Medicaid Reassignment Form
Appendix BB	Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review
Appendix C	Treatment Log
Appendix D	List of Programs and/or Evaluator Services Approved by the New York State Education Department and Site Information
Appendix E	Amendment of Services Request Form
Appendix F	Contract Deliverables
Appendix G	NPI Number Registration Reporting of New Hires Excel spreadsheet
Appendix EE	Equal Employment Opportunities for Minorities and Women

Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

22. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

24. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars and No Cents (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

25. Executory Clause. Notwithstanding any other provision of this Agreement:


(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

DR. DOREIT S. BIALER, M.A. OTR/L, P.C.

By: 
Name: Doreit S. Bialer
Title: Dr. Doreit S. Bialer MA, OTR
Date: 9/28/2014

NASSAU COUNTY

By: _____
Name: Rob R. Walker
Title: Chief Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU)

NOTARY PUBLIC

ANNE M. BIANCHI
NOTARY PUBLIC, State of New York
No. 01B15125114
Qualified in Nassau County
Commission Expires April 25, 2017

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

NOTARY PUBLIC

Exhibit A

Related Services

The Contractor shall provide such developmental, corrective and other supportive services as are required to assist any Child with a disability who is assigned to the Contractor (hereinafter "Related Services"). Related Services include speech-language pathology, audiology services, psychological counseling services, physical therapy, occupational therapy, orientation and mobility services, parent counseling and training, school health services/nursing, school social work, assistive technology services and services by a teacher assistant, teacher aide, one-to-one aide, teacher of the hearing impaired and teacher of the visually impaired. The Contractor shall be responsible for those Related Services contained in the Contractor's Provider Profile Form as attached to this Exhibit.

All Related Services shall be conducted in accordance with New York Education Law Section 4410, the regulations promulgated by the Commissioner of NYSED and codified at Title 8 of the New York Codes, Rules, and Regulations, and the Child's IEP.

Exhibit B

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of _____, and amends and is made part of an agreement dated as of _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between DR. DOREIT S. BIALER, M.A. OTR/L, P.C. (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 **Designated Record Set.** "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 **Electronic Protected Health Information.** "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 **HHS.** "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

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

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. § 164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the

Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other

appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

11. HITECH ACT

11.1

- a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and
- b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and
- c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.
- d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

[The Remainder of this Page Is Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

DR. DOREIT S. BIALER, M.A. OTR/L, P.C.

By: Doreit S. Bialer

Print Name: Doreit S. Bialer

Title: President & Director

Date: 9/28/2014

APPENDIX A
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

Sample

Recommended NYS Day Care Regulations Minimum Staff/Child Ratio Based on Group Size for Infants, Toddlers and Preschoolers

Age of Children	Staff/Child Ratio*	Maximum **
6 wks to 18 months	1:4	8
18 months to 36 months	1:5	12
3 years	1:7	18
4 years	1:8	21
5 years	1:9	24

* Staff/Child ratio refers to the maximum number of children per staff person

** Group size refers to the number of children cared for together as a unit

General Indoor Areas

Yes	No	
✓		Floors are smooth and have nonskid surfaces. Rugs are skid-proof
✓		Doors to places that children can enter, such as bathrooms, can be easily opened from the outside by a child or by an adult.
✓		Doors in children's areas have see-through panes so children are visible to anyone opening the door.
✓		Doors have slow closing devices and/or rubber gaskets on the edges to prevent finger pinching.
✓		Glass doors and full-length windows have decals on them that are at the eye levels of both children and adults
✓		Windows cannot be opened more than 6 inches from the bottom or have window guards
✓		All windows have closed, permanent screens
✓		Bottom windows are lockable
✓		Walls and ceilings have no peeling paint and no cracked or falling plaster
✓		The child care setting is free of toxic or lead paint and of crumbly asbestos
✓		Safety covers are on all electrical outlets
✓		Electrical cords are out of children's reach. Electrical cords are placed away from doorways and traffic paths
✓		Covers or guards for fans have openings small enough to keep children's fingers out
✓		Free-standing space heaters are not used
✓		Pipes, radiators, fireplaces, wood burning stoves, and other hot surfaces cannot be reached by children or are covered to prevent burns
✓		Nobody smokes or has lighted cigarettes, matches, or lighters around children
✓		Trash is covered at all times and is stored away from heaters or other heaters or other heat sources
✓		Drawers are closed to prevent tripping or bumps. Drawer locks are present
✓		Sharp furniture edges are cushioned with cotton and masking tape or with commercial corner guards
✓		There is an operable flashlight or battery powered lantern on premises
✓		Regular lighting is bright enough for good visibility in each room
✓		All adults can easily view all areas used by children
✓		Enough staff members are always present to exit with children safely and quickly in an emergency
✓		Poisonous plants are not present either indoors or outdoors in the child care areas
✓		All adult handbags are stored out of children's reach
✓		All poisons and other dangerous items are stored in locked cabinets out of children's reach. This includes medicines, paints, cleansers, mothballs, etc. Material Safety Data Sheets (MSDS) are on site/
✓		Cleansers and other poisonous products are stored in their original containers, away from food, and out of children's reach
✓		Cots are placed in such a way that walkways are clear for emergencies
✓		Children are never left alone in infant seats on tables or other high surfaces
✓		A well-stocked first aid kit is accessible to all caregivers
✓		Non-porous gloves are readily available for caregivers in all areas where child care is provided
✓		Heavy equipment or furniture that may tip over is anchored

APPENDIX A
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

Sample

Toys and Equipment

Yes	No	
✓		Toys and play equipment have no sharp edges or points, small parts, pinch points, chipped paint, splinters, or loose nuts or bolts
✓		All painted toys are free of lead
✓		Toys are put away when not in use
✓		Toys that are mouthed are washed after each use
✓		Toys are too large to fit completely into a child's mouth and have no small, detachable parts to cause choking. No coins, safety pins, or marbles for children under 4 years of age
✓		Toy chests have air holes and a lid support or have no lid. A lid that slams shut can cause pinching, head injuries or suffocation
✓		Shooting or projectile toys are not present
✓		Commercial art materials are stored in their original containers out of children's reach.
✓		Rugs, curtains, pillows, blankets, and cloth toys are flame-resistant
✓		Hinges and joints are covered to prevent small fingers from being pinched or caught
✓		Cribs, playpens, and highchairs are away from drapery cords and electrical cords
✓		Infant walkers are not used without supervision
✓		Five gallon buckets are not accessible to infants and toddlers

Hallways and Stairs

Yes	No	
	NA	Handrails are securely mounted at child height NO STAIRS
	NA	Handrails are attached to walls for right-hand descent, but preferably are attached to the walls on both right and left sides NO STAIRS
NA	NA	Stairway gates are locked in place when infants or toddlers are nearby. Gates should have openings small enough to prevent a child's head from fitting through. No accordion-type gates are used
✓		Doorways to unsupervised or unsafe areas are closed and locked unless the doors are used for emergency exits
✓		Emergency exit doors have easy-open latches
✓		Safety glass is used in all areas of potential impact
✓		Caregivers can easily monitor all entrances and exits to keep out strangers
✓		Stairways and hallways are clear of objects that can cause a fall

Serving of Snacks/Meals

Yes	No	
		Infants and toddlers are not permitted to eat small objects and foods that may easily cause choking, such as hot dogs, hard candy, seeds, nuts, popcorn, and uncut round foods such as whole grapes and olives
		Caregivers always wash hands before handling food and wear gloves when serving food
		Caregivers always wash children's hands before mealtimes
		Trash is always stored away from food preparation and storage areas
		Cleaners and other poisonous products are stored in their original containers, away from food, and out of children's reach
		Food preparation surfaces are clean and are free of cracks and chips
		Eating utensils and dishes are clean, free of cracks, chips and lead
		Appliances and sharp or hazardous cooking utensils are stored out of children's reach
		Trash is stored away from the furnace, and hot water heater
		Hot foods and liquids are kept out of children's reach
		Stable step stools are used to reach high places

APPENDIX A
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

Sample

Bathrooms

Yes	No	
✓		Toilet facilities are age appropriate, clean and are supplied with toilet paper, soap, disposable towels, and tissues accessible to children
✓		Stable step stools are available where needed
✓		Electrical outlets have safety covers or are modified to prevent shock
✓		Electrical equipment is stored away from water and not accessible to children
✓		Cleaning products and disinfectants are locked in a cabinet out of children's reach
✓		If potty chairs are used, they are easy to clean with a bleach solution in a utility sink used only for that purpose, if possible
✓		Potty chairs are not used in the food preparation or dining areas, and potty chairs cannot be reached by children when they are not in use
✓		Caregivers and children always wash hands after toileting and diaper changing
✓		The changing of diapers or soiled underwear is done in a special, separate area away from food and play
✓		The diapering and changing table has rails to keep the child from rolling off
✓		Trash cans for diapers, tissues, and other materials that come in contact with body fluids can be opened with a step pedal and are lined with a plastic bag, emptied daily, and kept clean
✓		Paper towels and liquid soap are readily available at the sink
✓		Diaper changing area are washed and disinfected with a germicidal solution after each use
✓		Children are never left alone on a changing table, bed, or any other elevated surface
✓		Children are never left unsupervised in or near water

Active Play Areas Including Playgrounds

Yes	No	
✓		Surfaces underneath indoor and outdoor play equipment are covered with impact absorbing materials in accordance with the U.S. Consumer Product Safety Commission standards.
✓		Playground area is fenced in
✓		The active play area offers a wide range of parallel and interactive activities and are developmentally appropriate
✓		Water for drinking and first aid is available near the play area
✓		A well-stocked first aid kit is accessible to all caregivers during outdoor play

Surfacing

Yes	No	
✓		The following surfacing materials are not in use underneath indoor and outdoor play equipment that children can climb: asphalt, concrete, soil or hard-packed dirt, grass, turf, linoleum, or carpeting
✓		There are no toys or objects (including surfacing material) with a diameter less than 1 ¼ inch accessible to children who are still placing objects in their mouths

Protrusion & Entanglement

Yes	No	
✓		All metal edges are rolled
✓		Any exposed bolts do not protrude more than two threads beyond the face of the nut; exposed bolts have no burrs or sharp edges

Entrapment

Yes	No	
✓		There are no openings in any pieces of active play equipment between 3 ½ and 9 inches that could cause head entrapment
✓		All spaces are too big or too small to entrap a child's finger.

APPENDIX A
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

Sample

Equipment Spacing

Yes	No	
✓		There are at least 6 feet of open space on all sides of each piece of equipment
✓		Play equipment pieces are spaced at least 12 feet apart from each other (each has its own 6 foot use space)

Trip Hazards

Yes	No	
✓		All anchoring devices, such as footings and bars at the bottom of climbers, are below the playing surface
✓		There are no exposed tree/plant roots
✓		Changes in elevation are made obvious by the use of brightly colored visual or other barriers

Appropriate Activities & Equipment

Yes	No	
✓		Age-specific play areas are separated by distance or physical barrier

Maintenance

Yes	No	
✓		Daily checks include: broken glass and/or equipment, trash, displaced surfacing, puddles of water, etc.
✓		All hardware fasteners, permanent coverings, or connecting devices are tight and cannot be removed without tools
✓		All surfaces are intact
✓		All structures are sturdy enough that they will not move or tip over when the weight of an adult is put against them
✓		There is no peeling paint. (Lead in peeling paint on play equipment is a common hazard.)
✓		All ropes are tight and strands cannot be pulled apart

Supervision

Yes	No	
✓		All areas where children can play are in view of an adult at all times
✓		Every child is accounted for at all times by a supervising adult. Some method of assuring that no child is hidden or missing from the group must be used
✓		When children must leave the play area to use the toilet, to get first aid, or for any other reason, supervision of the child who leaves and the children who remain in the play area is secure and consistent with staff/child ratio requirements
✓		Children are prevented from playing in a way that challenges them beyond their abilities or that puts others at risk of significant injury

Sand

Yes	No	
✓		Sand digging areas are in the shade
✓		Sand digging areas are contained by smooth frames
✓		Sand is covered when not in use to prevent infectious disease and injury risk when animals and insects get into it

Pinch, Crush, & Shearing Points

Yes	No	
✓		All spaces are too big or too small to entrap a child's finger
✓		All wooden parts are smooth and without splinters
✓		All corners are rounded, especially at exit ends and sides along a slide bed
✓		Exposed ends of tubing have caps that cannot be removed without tools

APPENDIX A
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

Sample

Other Hazards

Yes	No	
✓		Play area is checked daily for litter, animals, animal feces or other hazards that may attract insects, hide hazards, and harbor infectious disease agents
✓		There are no attractive climbing hazards (such as trees) that are accessible from an object placed underneath them
✓		There are no toxic or thorny plants present
✓		If classroom animals are kept, only an adult should clean cages, etc. Materials and sinks used for this purpose separate from feeding and changing areas. If children are handling animals, it should be under supervision and followed by hand washing afterwards.

Emergency Preparedness

Yes	No	
✓		A working telephone is readily available as well as an operable flashlight or battery powered lantern
✓		Emergency plan is available, staff are aware of plan and procedures include the following: <ul style="list-style-type: none"> • How to phone emergency medical services (EMS) system • Transportation to an emergency facility • Notification of parents • Where to meet if the child care setting is evacuated • Plans for an adult to care for the children while a caregiver stays with injured children. This includes escorting children to emergency medical care Alternate location for care is known to staff and parents, and is stocked with essential supplies (formula, diapers, toys, first aid supplies)
✓		Children's emergency phone numbers are posted near the phone and can be easily taken along in case of an emergency evacuation. Office has alternate emergency phone numbers in the event a parent cannot be reached. Alternate emergency phone numbers are updated on a routine basis
✓		Emergency procedures and telephone numbers are clearly posted near each phone
✓		Each room and hallway has a fire escape route clearly posted
✓		One or more caregivers certified in infant and child first aid and where children swim or children with disabilities are in care, one or more caregivers certified in infant and child CPR are always present
✓		Caregivers always take a first aid kit on trips
✓		Smoke detectors and other alarms are tested monthly
✓		All exits are clearly marked and free of clutter
✓		Doors and gates all open out for easy exit
✓		Information on children with allergies or other special needs is kept in each room and clearly posted in the event the regular caregiver is not there.

APPENDIX A
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

Sample

First Aid Kit Inventory

ITEM	DATE CHECKED				
	(Restock after each use and inventory monthly)				
Disposable, nonporous gloves (use to protect hands from contact with blood or body fluids)					
Sealed packages of antiseptic (use for cleaning)					
Scissors (use for cutting tape or dressings)					
Tweezers (use to remove splinters)					
Thermometer (use for taking temperature)					
Bandage tape (hold gauze pads or splint in place)					
Sterile gauze pads (cleaning injured area and covering cuts and scrapes)					
Flexible roller gauze (hold gauze pad, eye pad, or splint in place)					
Triangular bandage (supporting injured arm or hold a splint in place)					
Safety pins (pin triangular bandage)					
Eye dressings (cover both eyes if foreign body is present and cannot be removed)					
Pen/pencil and note pad (writing down information and instructions)					
Syrup of ipecac (to be used only with instruction from or poison control center – check expiration date)					
Cold pack (for bumps and bruises when away from ice)					
Current American Academy of Pediatrics or American Red Cross Infant/Child first aid resource or equivalent guide (instructions)					
Coins (for use in pay phone)					
Poison control telephone number					
Water (bottle or a water source for cleaning injured areas and hand washing)					
Small plastic metal splint (to immobilize an injured finger)					
Soap (washing hands or injured area)					
Bee/insect sting kit (if child with severe allergy is in care). Be sure to keep written instructions for use with the medication					
INITIALS OF PERSON WHO CHECKED					

KEEP OUT OF THE REACH OF CHILDREN

Adapted from American Academy of Pediatrics, American Public Health Association. (1992) *Caring for Our Children, National Health and Safety Performance Standards: Guidelines for Out-of-Home Child Care Programs*. Washing, DC: AAP and APHA.

APPENDIX A
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

Sample

GET MEDICAL HELP IMMEDIATELY*

For some conditions, you need to get medical help immediately. If the caregiver can reach the parent, the parent must come right away. Parents should let the child's doctor know that the caregiver has the parent's permission to call for advice in an urgent situation. In situations that require immediate medical evaluation, if the parent or the child's doctor is not available, the caregiver should contact the facility's health consultant or emergency medical services (EMS)/911 system for help.

Get help immediately for a child with any of the following conditions: (Please note that this is not a comprehensive list; when in doubt, call 911!)

- Specific fevers:
 - A baby less than 4 months of age has a temperature of 101 degrees F. rectally or 100 degrees F. axillary (armpit)
 - A temperature of 105 degrees F. or higher in a child of any age
- For infants under 4 months, forceful vomiting more than once
- Looking or acting very ill or getting worse quickly
- Neck pain when the child's head is moved or touched
- A stiff neck or severe headache and looking very sick
- A seizure for the first time
- Acting unusually confused
- Unequal pupils (black centers of the eyes)
- A blood-red or purple rash made up of pinhead-sized spots or bruises that are not associated with injury
- A rash of hives or welts that appears and spreads quickly
- Breathing so fast or so hard that the child cannot play, talk, cry, or drink
- A severe stomachache that causes the child to double up and scream
- A stomachache without vomiting or diarrhea after a recent injury, blow to the abdomen, or hard fall
- Stools that are black or have blood mixed through them
- Not urinating at least once in 8 hours, a dry mouth, no tears or sunken eyes
- Continuous clear drainage from the nose after a hard blow to the head

Note for programs that provide care for sick children:

If any of the conditions listed above appear after the child's care has been planned, medical advice must be obtained before continuing child care can be provided. (List modified from the American Red Cross Child Care Course, 1990. For information about the course, telephone the local chapter of the American Red Cross or write to the American Red Cross, national Headquarters, Health and Safety, 8111 Gatehouse Road, Falls Church, VA 22042) Footnote: Recommendations are based on NYS Day Care Regulations and American Academy of Pediatrics Health and Safety Checklist 9/7/2016

APPENDIX B

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
MEDICAID REASSIGNMENT FORM

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND

THE SERVICE PROVIDER UNDER CONTRACT WITH NASSAU COUNTY
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,

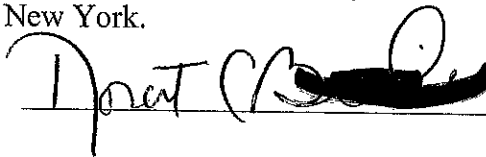
DR. DOREIT S. BIALER, M.A. OTR/L, P.C.

(Organization/Contracted Provider's Name)

will hereinafter be called the (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 States Department of Health, or its designee and the Secretary of the United State 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 Title the disclosure requirements specified in 42 CCR 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.

(Contract) Providers Authorized signature:



Address: 27 THE PLAZA, UNIT 15

City: Locust Valley State: NY Zip: 11560

Telephone: (516) 398-9191 Date Signed: 9/28/14

APPENDIX BB

MEDICAID LIST FOR RESTRICTED, TERMINATED OR EXCLUDED INDIVIDUALS OR ENTITIES REVIEW

The Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

The Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The United States Department of Health and Human Services's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list (or any successor system), HHS-OIG-Fraud Prevention & Detection - Exclusion Program - Search
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities (or any successor system), NYS Office of the Medicaid Inspector General

Individuals and/or business entities who are identified as Restricted, Terminated or Excluded Individuals or Entities must be reported to the director of the Nassau County Department of Health Preschool Special Education Program in writing within three days of discovery and are prohibited and excluded from providing evaluations and/or services to preschool students and receive payments from Nassau County or provide office support/claiming for the evaluations and/or services. These identified individuals and/or business entities must be removed from the student's case immediately until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Contractors will be prohibited from submitting claims to Nassau County for any evaluations and/or services provided to preschool students whose evaluations and/or services would be paid with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services for the month in which they were identified as a Restricted, Terminated or Excluded Individuals or Entities and subsequent months until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Restricted, Terminated or Excluded Individuals or Entities who have been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG can notify the director of the Nassau County Preschool Special Education Program in writing of their status and request reinstatement to evaluate and/or provide services to preschool students whose evaluations and/or services paid for with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services. The independent provider, individual and/or entity will be notified in writing by Nassau County of the date on which the independent provider, individual and/or entity may begin to provide evaluations and/or services or provide office support/claiming 4410 evaluations and/or services under the terms of this contract.

Should the Contractor bill in error resulting in a fine to the County, the Contractor shall assume responsibility for the cost of the fine and shall reimburse the County in full. Failure to do such may result in the termination of this Agreement.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
STATEWIDE CENTRAL REGISTER DATABASE CHECK

Agency Use Only

SCR USE ONLY

REQUEST I.D.:

ALL INFORMATION MUST BE COMPLETE. PLEASE PRINT OR TYPE

AGENCY CODE:	RESOURCE I.D. (RID)	CHILD CARE FACILITY SYSTEM (CCFS) NUMBER:	CATEGORY USE ALPHA CODE:	PHONE NUMBER (Area Code): () -
PRINT BELOW THE ADDRESS ASSOCIATED WITH YOUR RID/CCFS NUMBER:			The particular classifications of persons who must or may be screened are set forth on the reverse side of this document. The alpha codes to complete the "Category" box above are also on the reverse side of this form	
AGENCY NAME:			FOR ALL CATEGORIES: Complete the following for yourself, your spouse, your children and any other person(s) in your home at the present time. MAKE SURE YOU COMPLETE ALL MAIDEN NAME/ALIAS SECTIONS THAT APPLY. IF NONE, STATE "NONE" List <i>RELATIONSHIP</i> in the fields below (see reverse side for instructions) Attach additional page if necessary.	
AGENCY LIAISON:				
STREET ADDRESS				
CITY:	STATE:	ZIP CODE:		

The purpose of collecting the demographic data on *other persons in your household* who are not screened pursuant to Section 424-a of the Social Services Law is to enable the N.Y.S. Office of Children and Family Services to identify with the greatest degree of certainty whether the person(s) being screened is the subject of an indicated child abuse or maltreatment report. The utilization of this information in a discriminatory manner is contrary to the Human Rights Law.

APPLICANT/HOUSEHOLD MEMBER AREA

*PLEASE TYPE OR PRINT CLEARLY

RELATIONSHIP TO APPLICANT	LAST NAME	FIRST NAME	SEX M/F	DATE OF BIRTH		
APPLICANT	Bialer	Doreit	f	05	07	56
MAIDEN/ALIAS	NONE					

Please provide your current address and any other addresses at which you have resided for the last 28 years, including street, city and state. For Adoption, Foster Care, Family and Group Family Day Care, also include the same address history for household members 18 of age and older.

CURRENT STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
28 Jefferson Avenue		Bayville	NY	11709	2005	2016
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
15 Vista Drive		Great Neck	NY	07093	1992	2005
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
7000 Boulevard East		Guttenberg	NJ	07093	1986	1992
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
7002 Boulevard East		Guttenberg	NJ	07093	1985	1986
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
269 Grand Central Parkway		Floral Park	NY	11005	1984	1985

I affirm that all the information provided on this form is true to the best of my knowledge. I understand that if I knowingly give false statements, such action could be grounds for denial or dismissal from employment or denial or revocation of a license, certificate, permit, registration or approval.

APPLICANT'S SIGNATURE 	DATE 10/21/2016	APPLICANT'S SIGNATURE	DATE
---------------------------	--------------------	-----------------------	------

EIGHTEEN YEARS OLD OR OVER:

I understand that as a person eighteen years of age or over in a home of an applicant to become an Adoptive or a Foster Parent or a Family or Group Family Day Care provider, the information I have provided will be used to inquire of the Statewide Central Register to determine if I am the subject of an indicated report of child abuse or maltreatment.

SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------

Dr. Doreit S. Bialer, MA, OTR/L
15 The Plaza
Locust Valley, NY 11560

September 28, 2017

To Whom It May Concern,

REGARDING: NON-Profit

I am a Sole Proprietor of a for profit company.

Thank You,



Doreit S. Bialer

Dr. Doreit S. Bialer, MA, OTR/L
15 The Plaza
Locust Valley, NY 11560

September 28, 2017

To Whom It May Concern,

REGARDING: Certificate of Fitness and Certificate of Occupancy

Please note I do not see children in my home. I only see them at my office therefore do not need home fire inspection.

Thank You,


Doreit S. Bialer

Copy
file
mailed



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0440145110
Jan 06, 2016 LTR 147C
11-3268074

DOREIT S BIALER M A O T R -L P C
28 JEFFERSON AVE
BAYVILLE NY 11709-1328 288

Taxpayer Identification Number: 11-3268074

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of January 6th, 2016.

Your Employer Identification Number (EIN) is 11-3268074. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs Robin Purvis
1000144758
Customer Service Representative

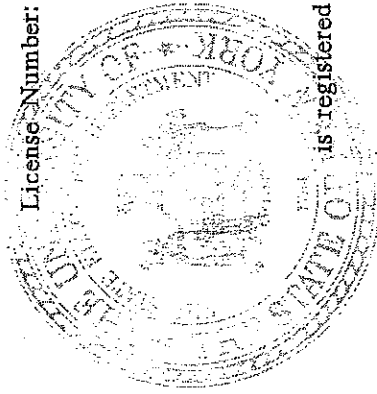
The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number:

001989-1

Certificate Number: 8436801



BIALER DOREIT S
28 JEFFERSON AVE
BAYVILLE

NY 11709-0000

is registered to practice in New York State through 04/30/2017 as a(n)
OCCUPATIONAL THERAPIST

LICENSEE/REGISTRANT

[Signature]
EXECUTIVE SECRETARY

[Signature]
COMMISSIONER OF EDUCATION

[Signature]
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit www.op.nysed.gov.

Parent/Caregiver – DO NOT SIGN BLANK LOG NOTES

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
Preschool Special Education Program

APPENDIX C

Page ___ of ___

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TREATMENT LOG - RELATED SERVICES

Child's Name (Last, First)		DOB:		Agency / Center-Based School or Independent Contractor		NPI #		School District	
Location of Service as per IEP: (Use code) O=Office, H=Home, PS=Preschool, D=Daycare, CB = Center, X=Other specify _____				Print Name of Individual Service Provider / License Number					
Type of Service:				Print Name of Individual Supervising Provider / Professional Credentials / License / NPI #					
RX or Recommendation Date		ICD10 Code		<input type="checkbox"/> Individual <input type="checkbox"/> Group Size Per IEP _____ <input type="checkbox"/> Integrated setting		Frequency & Duration as indicated on the IEP - Individual Sessions Per week: _____ Minutes: _____		Frequency & Duration as indicated on the IEP - Group Sessions Per week: _____ Minutes: _____	
Town of Service		NCDOH NPI # 1568403824		Frequency & Duration as indicated for this provider -Individual Sessions Per Week: _____ Minutes: _____		Frequency & Duration as indicated for this provider -Group Sessions Per Week: _____ Minutes: _____			
* Only NON CB services require a verifying witness signature NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, Provider and UDO/USO Supervisor for TSHH, TSSLD, CPT, COTA, PTA, LPN or Supervisor of LMSW									
Date of Session		Start Time AM PM		End Time AM PM		Session Code		CPT Code(s):	
Signature of Parent or Verifying Witness								Location Code:	
Provider Signature		Professional Credentials		Date				Service Type	
USO/UDO Supervisor Signature		Professional Credentials		Date				<input type="checkbox"/> Individual <input type="checkbox"/> Group Size Per IEP _____	
Date of Session		Start Time AM PM		End Time AM PM		Session Code		CPT Code(s):	
Signature of Parent or Verifying Witness								Location Code:	
Provider Signature		Professional Credentials		Date				Service Type	
USO/UDO Supervisor Signature		Professional Credentials		Date				<input type="checkbox"/> Individual <input type="checkbox"/> Group Size Per IEP _____	
PROGRESS (CHECK ONE): <input type="checkbox"/> Progress <input type="checkbox"/> Limited Progress <input type="checkbox"/> No Progress Session Notes: Activity related to IEP Goals (including objectives and measures of success) and response(s) of child:									
PROGRESS (CHECK ONE): <input type="checkbox"/> Progress <input type="checkbox"/> Limited Progress <input type="checkbox"/> No Progress Session Notes: Activity related to IEP Goals (including objectives and measures of success) and response(s) of child:									

Child's Name (Last, First): _____ DOB: _____

Page ____ of ____

NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, Provider and USO/UDO Supervisor for TSHH, TSSLD, CFY, COTA, PTA, LPN or Supervisor of LMSW						SESSION CODES: P-Service MU- Make Up Session CA - Child Absent IA - Therapist Absent S - CPSE Meeting T - Testing						
Date of Session	Start Time AM PM	End Time AM PM	Session Code	# in Group		Session Notes: Activity related to IEP Goals (including objectives and measures of success) and response(s) of child						CPT Code(s):
* Signature of Parent or Verifying Witness						Date						Location Code:
Provider Signature Professional Credentials						Date						Service Type
USO/UDO Supervisor Signature Professional Credentials						Date						<input type="checkbox"/> Individual <input type="checkbox"/> Group Size Per IEP
Date of Session	Start Time AM PM	End Time AM PM	Session Code	# in Group		PROGRESS (CHECK ONE): <input type="checkbox"/> Progress <input type="checkbox"/> Limited Progress <input type="checkbox"/> No Progress						CPT Code(s):
* Signature of Parent or Verifying Witness						Date						Location Code:
Provider Signature Professional Credentials						Date						Service Type
USO/UDO Supervisor Signature Professional Credentials						Date						<input type="checkbox"/> Individual <input type="checkbox"/> Group Size Per IEP
Date of Session	Start Time AM PM	End Time AM PM	Session Code	# in Group		Session Notes: Activity related to IEP Goals (including objectives and measures of success) and response(s) of child						CPT Code(s):
* Signature of Parent or Verifying Witness						Date						Location Code:
Provider Signature Professional Credentials						Date						Service Type
USO/UDO Supervisor Signature Professional Credentials						Date						<input type="checkbox"/> Individual <input type="checkbox"/> Group Size Per IEP
Contact and Comments Codes: TC - Telephone Conf CN - Communication Notebook CO - Coordination R - Wkly Recommendations/Interventions for Classroom Teacher/Careriver O - Other												
Date	Codes	Notes										

I certify all information entered on this Treatment Log is correct (Provider Sig.) _____ Date ____/____/____

Treatment Log Reviewed by _____ Date ____/____/____

Print Reviewer's Name: _____

Parent/Caregiver – DO NOT SIGN BLANK LOG NOTES

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
Preschool Special Education Program

TREATMENT LOG - SEIT

Print legibly/use black ink only
ONE THERAPIST PER LOG

Page ____ of ____

Student's Name (Last, First)				DOB:		Agency/Center-Based School/Independent Contractor				School District	
Location (Office/Child Care Center/Home/etc.) as indicated on IEP				Town of Service		Print Name of Individual Service Provider/Professional Credentials/Certificate #					
Dates of Service (IEP Dates) to				Type of Service		Frequency & Duration as indicated on the IEP - Individual			Frequency & Duration as indicated on the IEP - Group		
				SEIT		Sessions Per Week: Minutes:			Sessions Per Week: Minutes:		
				<input type="checkbox"/> Individual		Frequency & Duration as indicated of this provider-Individual			Frequency & Duration as indicated of this provider - Group		
				<input type="checkbox"/> Group		Sessions Per Week: Minutes:			Sessions Per Week: Minutes:		
<p>NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, and the SEIT Provider</p>											
<p>Location of SEIT services must match location indicated in the student's IEP.</p>											
<p>SESSION CODES: P-Service MU - Make Up Session CA - Child Absent</p>											
<p>TA- Teacher/Therapist Absent S-CPSE Meeting T- Testing</p>											
Date of Session				Start Time AM PM		End Time AM PM		Session Code		Location of Service:	
Date of Session				Start Time AM PM		End Time AM PM		Session Code		Location of Service:	
* Signature of Parent or Verifying Witness											
Provider Signature											
Date of Session				Start Time AM PM		End Time AM PM		Session Code		Location of Service:	
* Signature of Parent or Verifying Witness											
Provider Signature											
Date of Session				Start Time AM PM		End Time AM PM		Session Code		Location of Service:	
* Signature of Parent or Verifying Witness											
Provider Signature											
<p>Session Notes: Activity related to IEP Goals (including objectives and measures of success) and response(s) of child</p>											
<p>Session Notes: Activity related to IEP Goals (including objectives and measures of success) and response(s) of child</p>											

Student's Name (Last, First): _____

Page ____ of ____

NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, and the SEIT Provider

Date of Session	Start Time AM PM	End Time AM PM	Session Code
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SESSION CODES: P-Service MU - Make Up Session CA - Child Absent
TA- Teacher/Therapist Absent S-CPSE Meeting T- Testing

Session Notes: Activity related to IEP Goals (including objectives and measures of success) and response(s) of child

Location of Service:

* Signature of Parent or Verifying Witness _____ Date _____

Provider Signature _____ Date _____

Date of Session	Start Time AM PM	End Time AM PM	Session Code
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Session Notes: Activity related to IEP Goals (including objectives and measures of success) and response(s) of child

Location of Service

* Signature of Parent or Verifying Witness _____ Date _____

Provider Signature _____ Date _____

Date of Session	Start Time AM PM	End Time AM PM	Session Code
-----------------	------------------------	----------------------	--------------

Session Notes: Activity related to IEP Goals (including objectives and measures of success) and response(s) of child

Location of Service

* Signature of Parent or Verifying Witness _____ Date _____

Provider Signature _____ Date _____

Contact and Comments Codes: TC - Telephone Conference CN - Communication Notebook CO - Coordination R - Weekly Recommendations/Interventions for Classroom Teacher/Caregiver

Date	Codes	Notes

I certify all information entered on this Treatment Log is correct (Provider Sig.) _____ Date _____

Treatment Log Reviewed by _____ Date _____

Print Reviewer's Name: _____

APPENDIX D

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
LIST OF PROGRAMS AND/OR EVALUATOR SERVICES APPROVED BY THE
NEW YORK STATE EDUCATION DEPARTMENT AND SITE INFORMATION

List of Programs and/or Evaluator Services Approved by the
New York State Education Department and Site Information

1. Approved Programs: Providers must complete the information below for all programs for which they have been approved by the New York State Education Department.

Program Description (Include name of program, student ratio, hours per day, more than and disabilities for which approved)	Program Location(s) (If program is delivered at one location, list all sites)

2. Approved Evaluator: Evaluators must complete the information below.

Type of Evaluator Check one of the below as applicable:	Evaluation Location(s) (If evaluations are conducted at more than one location, list all sites)
<input type="checkbox"/> Approved for <u>both</u> program and evaluation services	
<input type="checkbox"/> Approved for evaluation services <u>only</u> .	

Please use additional sheets as necessary.

APPENDIX E

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
AMENDMENT OF SERVICES REQUEST FORM
(Complete one page for each site)

Contractor: _____

Name: _____ Title: _____

Federal Tax I.D./Social Security # _____

Agreement Period: _____

Contract Number: _____

Date Executed/Amended: _____

1A) New Program types requesting modification approval (amendment to contract required):

Added: Evaluation Program SEIT Program Center Based Program Related Services

1B) Existing Program types requesting modification approval:

Terminated: Evaluation Program SEIT Program Center Based Program Related Services

Site Added: Evaluation Program SEIT Program Center Based Program Related Services

Site Deleted: Evaluation Program SEIT Program Center Based Program Related Services

2) Site Information:

Add/Delete: Evaluation Program SEIT Program Center Based Program Related Services

Site Name: _____

Site Street Address: _____

Site City and Zip Code: _____

3) Supporting documentation attached:

Amendment Request Letter and if applicable,

State Approval Letter for Center Based Programs, SEIT Programs, and/or Evaluator Services

Approved by the New York State Education Department and Site Information

Support documentation for addition of Home Office site

Note: Program termination letters must include information with regards to maintenance of records as stated in the original contract. If applicable, provider must contact NYSED.

For Department of Health Use Only

Approved By _____ Date: _____

Linda D. Rennie, Director

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, gender, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit

evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix F

Contract Deliverables Excel File

See attached file.

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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
APPENDIX F				Nassau County Department of Health Preschool Special Education Program	e-mail this file as an Excel attachment to Maryvonne.Roedel@nassaucounty.ny.gov											
Do not submit prior to May 15th.				Complete columns H to P												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Submission Count	Start Date	No longer with your agency as of date	Indicate one Subcontractor (S) Contributor (C) Employee (E) Owner (O)	LAST NAME - AS APPEARSON LICENSE/ CERTIFICATE	LAST NAME - used in your employ (if different than on License/ Certificate)	FIRST NAME	MI	NPI Number	NPI Number is registered on the E-medny website under the Nassau County Facility ID - 1558403824 Yes / No	Therapist is registered as a NYS Medicaid enrolled practitioner or qualified provider Yes / No	License/ Certificate Number	LICENSE/ CERTIFICATE TYPE (Explain what the license/ certificate says the therapist is qualified to do)	DISCIPLINE (What the therapist does for your agency)	Does the Speech Therapist have a TSHR? Yes / No	Does the Speech Therapist have a TSHD? Yes / No	
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APPENDIX F																							Nassau County Department of Health																							
Due annually prior to May 15th																																														
Agency Name:																																														
If applicable																							Indicate if		First Complete		Complete if applicable		SCR submitted by your agency or Nassau County on or after 03/01/2015		Yes / No / or Pending as of mm/dd/yy		Justice Center Clearance Date?		Preschool Manual Training Completed Yes / No		Optional									
Submission Count																							No longer with your agency as of date		Contractor (S) Employee (E) Owner (O)		LAST NAME - AS APPEARS ON LICENSE / CERTIFICATE		LAST NAME - used in your employ (if different than on License / Certificate)		Indicate Yes or No		Must give date of Indicate N/A if filled prior to		Indicate Yes or No		Optional									
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	Submission Count																							
	Start Date	No longer with your agency as of date	Contractor (C) Employee (E) Owner (O)	LAST NAME - AS APPLICANT ON LICENSE / CERTIFICATE	LAST NAME - used in your employ (if different than on License/ Certificate)	SCR submitted by your agency or Nassau County on or after 8/30/2015 Yes / No / or Pending as of mm/dd/yy	Justice Center Clearance Date?	Preschool Manual Training Completed Yes / No	Language other than English															
41	36																							
42	37																							
43	38																							
44	39																							
45	40																							
46	41																							
47	42																							

Appendix G

NPI Number Registration Reporting of New Hires Excel spreadsheet

Submission of this file is required within 30 days of the start date of the:

Speech Language-Pathologist (SLP/ST)
Clinical Year Fellowship CFY
Occupational Therapist OT)
Occupational Therapy Assistant (OTA)
Physical Therapist (PT)
Physical Therapist Assistant (PTA)
Licensed Psychologist
Licensed Clinical Social Worker (LCSW)
Licensed Master Social Worker (LMSW)
Audiologist
Physician
Physician's Assistant (PA)
Nurse Practitioner
Registered Nurse (RN)
Licensed Practical Nurse (LPN)

See attached file.

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Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

DOREIT S Bialer (Name)

15 The Plaza Locust Valley (Address)

516 - 398 - 9191 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has Not has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10-28-2016
Dated

Doreen [Signature]
Signature of Chief Executive Officer

Doreen [Signature]
Name of Chief Executive Officer

Sworn to before me this

28 day of Oct, 2016

[Signature]
Notary Public

TAMMY MARIE MORAN
Notary Public, State of New York
No. 01MO6946886
Qualified in Nassau County
Commission Expires August 1, 2020

Doreit S. Bialer, MA OT P.C.
28 Jefferson Avenue
Bayville, New York 11709
516 398-9191
dssot@aol.com

CREDENTIALS

EDUCATION

Rocky Mountain University of Health Professions
Provo, Utah
Doctor of Occupational Therapy
2012- 2014

New York University
New York, New York
Advanced Masters Degree in Occupational Therapy
1983-1985

New York University,
New York, New York
Bachelor of Science Degree in Occupational Therapy
1978-1982

Reflection: Referenced from 2010 AOTA Standards for continuing competence.

Standard 1. Knowledge

- Developed my theoretical and clinical knowledge, enabling me to work effectively with clients
- Increased my understanding of the occupational therapy profession as it applies to a variety of clients and professional roles, increasing the diversity of situations in which I can provide effective treatment

Standard 2. Critical Reasoning

- Developed clinical decision-making skills integrating patient values, clinical expertise, and evidence-based practice, increasing the likelihood of reaching client goals
- Increased my ability to analyze occupational performance and develop effective intervention and outcome measures, facilitating effective assessment of client function

Standard 5. Ethical Practice

- Adhered at all times to the occupational therapy Code of Ethics, using ethical methods in clinical practice as well as in mentorship and supervision of occupational therapy students.

CERTIFICATIONS:

N.D.T. Certification in Adults with Hemiplegia, 1998
AH-1615-93

N.D.T. Certification in Pediatrics, 1997
Certification # BC-1143-93

Administration and Interpretation of Sensory Integration and Praxis Tests, 1992
Certification # 5726

Reflection

Standard 1. Knowledge

- Developed expertise in use of intervention tools when working with diversified patient populations and performance components

Standard 2. Clinical Reasoning

- Analyzed a variety of clinical techniques appropriate to patient needs and occupational performance

Standard 4. Performance Skills

- Integrated theoretical practice techniques to optimize patient outcomes

PROFESSIONAL MEMBERSHIP(S)

American Occupational Therapy Association
Bethesda, MD 20824-1220

LICENSURE

New York State Occupational Therapy License
#001989

Reflection

Standard 5. Ethical practice

- Adhered to professional *Code of Ethics*, and professional conduct following New York State laws during practice.

WORK EXPERIENCES

Director/ Supervisor to occupational therapists in Locust Valley School District.
Independent contractor and consultant to public school districts in Nassau and Suffolk counties in Long Island, NY
2003 -Present

Responsibilities:

- Supervise and mentor occupational therapy students from local universities
- Develop fine motor and handwriting programs for students
- Assess children with sensory motor challenges
- Develop effective intervention plans to help children succeed in achieving educational goals
- Provide ongoing teacher training on development of motor skills
- Provide and teach “wake up and arousal tools” to teachers with children who have sensory processing disorder.
- Develop teacher checklists to identify student’s with sensory and fine motor concerns
- Educate teachers and staff in using fine motor strategies in the classroom.

Reflection

Standard 2. Clinical reasoning

- Demonstrated appropriate clinical reasoning while executing multidimensional roles and responsibilities associated with clients, students, and staff.

Standard 3. Interpersonal Skills

- Developed alternative, effective communication styles while instructing students and when educating staff
- Employed constructive feedback with occupational therapy students to help them develop clinical and communication skills
- Demonstrated the ability to develop and sustain professional relationships and trust with clients and staff

Subcontract Home Care Provider for Early Intervention, Nassau County, New York
2001- 2003

Responsibilities:

- Evaluator for children birth through 3 with diversified developmental, neurological and orthopedic conditions.
- Intervention planning and implementation of parent training and home programs
- Discharge and transitional planning for children entering into preschool.

Reflection:

Standard 1. Knowledge

- Integrated relevant occupation-based models and frames of reference when working with the infant/toddler population, promoting positive functional changes

Standard 2. Critical Reasoning

- Demonstrated sound clinical judgment in treatment planning and implementation of home programs, facilitating effective clinical outcomes.

Standard 3. Interpersonal Skills

- Developed and sustained professional relationships and trust within the families under my care, making my clinical work more likely to succeed.

Director, Owner, Long Island Pediatric and Adult Therapy Center
Great Neck, New York
(1990-2002)

Responsibilities:

- Development and growth of my new private practice
- Quality assurance and peer review within private practice
- Supervision, mentoring to 25 occupational therapists and occupational therapy assistants
- Budget and financial planning within my practice
- Development of a variety of specialty programs within the private practice including sensory integration, vestibular rehabilitation for both adults and children, hand therapy clinic, adult rehabilitation
- Staff development and in-service training
- Parent training groups

Reflection

Standard 1. Knowledge

- Developed and integrated clinical knowledge into my private practice setting

Standard 2. Critical Reasoning

- Used executive decisions to plan and solve problem in order to maintain a productive work environment

Standard 3. Interpersonal Skills

- Interacted and communicated with clients and staff in a productive, professional manner.

CLINICAL TEACHING EXPERIENCES

Adjunct instructor in Neuroanatomy and Neurophysiology
York College
Jamaica, New York (1989- 1991)

Responsibilities:

- Teach Bachelor level Occupational Therapy students
- Prepare lecture material, quarterly exams and lab materials
- Grade exams and student performance

Reflection

Standard 1- Knowledge

- Promoted the intellectual growth of students in the area of neuroscience as a basis of understanding the role and function of the brain in human performance

Standard 2- Clinical Reasoning

- Correlated specific sensory and motor performance skills with neuroanatomical and neurophysiological tracts to help students with clinical correlations to function and disability

Standard 3- Interpersonal Skills

- Developed rapport with students to facilitate interactive learning

Standard 4- Performance Skills

- Revised teaching styles to meet the demands of diversified learners with a multitude of contextual and educational experiences

Touro College/Occupational Therapy Department

Bay Shore, New York

Adjunct Pediatric Instructor

Fall 2010-2011

Responsibilities:

- Teach the developmental trends from birth through adulthood
- Teach students the impact of disabilities on occupation performance in childhood tasks
- Teach the role and function of occupational therapy s in the area of pediatrics
- Develop student handouts, exams and PPT lectures
- Grade exams and evaluate student performance

Reflection

Standard 1. –Knowledge

- Promoted a clear understanding of the role of the occupational therapist when working with diverse disabilities and within diverse contexts

Standard 2. – Clinical Reasoning

- Integrated theory and knowledge to promote clear conceptualizations of what behaviors and skills are within the norm and when it is appropriate to intervene to enhance a child's performance

Standard 4. Performance Skills

- Employed personal experiences to convey how to incorporate therapeutic use of self when working with a child with sensory and motor challenges

ADDITIONAL TEACHING EXPERIENCES

Educational Resources, Inc

266 Main Street, Medfield, MA.

02052

Seventeenth Annual Symposium School Based Therapies

Framingham, MA

November 17-18, 2015

Instructor:

Presenting A SECRET clinical framework

Evidence Based Therapy to Enhance Attention, Self Regulation and Arousal

Using Unique and Common Sense Strategies to Promote Learning for Children with Sensory and Motor Challenges

National speaker and instructor

Bureau of Education and Research

Bellevue, WA

2006- 2010

Presented Seminar title;

Current, Best Strategies to help Occupational Therapists Support Students and Become Integral School Team Members (Preschool-Grade 12)

Responsibilities:

- Develop practical strategies for occupational therapists in the school system
- Develop teacher and therapist protocols
- Develop checklists for identifying OT referrals
- Develop consultation forms
- Develop low, cost effective intervention tools for occupational therapists
- Develop lecture content, PPT slides and lab assignments
- Develop webinars for distance learning
- Incorporate video demonstration into lecture material

Reflection:

Standard 1- Knowledge

- Promoted a clear understanding of the role of the occupational therapist working in the school and the domain of concern

Standard 2- Clinical Reasoning

- Promoted high-level problem solving of participants through videotaped demonstrations and kinesthetic lab opportunities

Standard 3- Interpersonal Skills

- Created a positive, supportive environment to enhance learning and questions from participants

National speaker and instructor

Summit Professional Education

Franklin, Tennessee

2008- 2010

Presented seminars titles;

Combining Sensory Integration and Neurodevelopmental Therapy for Children
with Sensory Processing Disorder
Sensory Processing Disorder
Multisensory Tools for Sensory Processing Disorder
Therapeutic Pilates
Improving Posture, Balance and Stability for the Aging Patient and the Prevention
of Falls

Responsibilities:

- Prepare lecture content
- Develop PPT and video tape case studies
- Develop lab sessions
- Provide peer review and evidence based literature to support lecture content

Reflection:

Standard1 –Knowledge

- Applied clinical and theoretical concepts to multiple disciplines
- Presented relevant clinical information to participants in relation to subject matter

Standard 2- Clinical reasoning-

- Facilitated high-level problem solving through labs and video tape analysis
- Used clinical judgment and problem solving to answer questions appropriately

Standard 3- Interpersonal Skills

- Revised teaching style to facilitate a safe environment and encourage interactive learning.
- Learned to simplify concepts based on the audience background and level of experience

Continuing Education Courses:

Therapeutic Listening, Practical Integration
New York, New York
July 2011

S'cool Moves, Hempstead, NY
Debra Wilson, July 2011

TheraPeeds/ Julia Harper Sensory Integration Course, Queens, NY
March 2011

Sensory Processing Intensive
Star Center
Greenwood Village, Colorado
Dr. Lucy Jane Miller, Dr Sarah Schoen
July 2010

Vestibular Rehabilitation, White Plains, NY,
Richard Clendaniel, September 2009

Brain Gym, Long Island, NY
Susan Owens, September 2009

Reflection

Standard 1. Knowledge

- Acquired knowledge required to be an effective leader, supervisor, and clinician

Standard 2. Critical Reasoning

- Learned to use deductive and inductive reasoning in problem solving and in making decisions specific to patient care.

Standard 4. Performance Skills

- Integrated into practice diversified tools and techniques to enhance patient outcomes
- Updated current evidence-based practice tools to enhance patient outcomes

Invited Professional Presentations:

May 17, 2012 Key Note Speaker at Occupational Therapy Masters Valedictory
Ceremony at New York Institute of Technology
Old Westbury, NY

May 8, 2012
Teacher Toolbox
Teacher K-5th grade
Port Washington, NY

March 16, 2012
Introduction to Sensory Processing Disorder
14th International Symposium
Boston, Mass

Reflection

Standard 1. Knowledge

- Acquired information required to be an effective leader, supervisor and clinician.

Standard 2. Critical Reasoning

- Learned to use deductive and inductive reasoning in problem solving and in making decisions specific to patient care.

Standard 4. Performance Skills

- Integrated diversified tools and techniques to enhance patient outcomes.
- Updated current evidence-based practice tools to enhance patient outcomes.

PUBLICATIONS

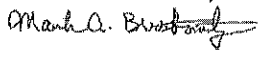
Bialer, D. & Miller, L.J. (2011). No longer A Secret; Successful strategies for children with Sensory Processing Disorder, Texas: Future Horizons.

Reflection:

Standard 2. Critical Reasoning

- Integrated theory into practice, providing real case series to portray examples of children with Sensory Processing Disorder.
- Provided new evidence to readers to clarify previous misconceptions regarding Sensory Processing Disorder.

Client # 442071

MEMORANDUM OF INSURANCE				Date Issued November 23, 2016	
Producer Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 www.proliability.com			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
			Company Affording Coverage Liberty Insurance Underwriters, Inc.		
Insured Doreit S Bialer 28 Jefferson Avenue Bayville, NY 11709-1328					
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Occupational Therapist	AHY-670235005	10/04/2016	10/04/2017	Per Occurrence	\$2,000,000
				Aggregate	\$4,000,000
General Liability	AHY-670235005	10/04/2016	10/04/2017	Per Occurrence	\$2,000,000
				Aggregate	\$4,000,000
Evidence of Insurance					
Memorandum Holder: Nassau County Department of Health 60 Charles Lindbergh BLVD Unionville NY 11553			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative  Mark Brostowitz Principal		