



State of New York
County of Broome Government Offices

Office of the Broome County Executive
Jason T. Garnar, County Executive

August 3, 2022

Vestal Central School District
201 Main St.
Vestal, NY 13850

RE: Contract Renewal - Health Dept. - Children with
Disabilities Related Services Agreement
CA 10-10-210(B)

Dear Provider:

By Permanent Resolution No. 217, duly adopted on 6/16/22, the Broome County Legislature has authorized the undersigned to forward to you this letter agreement for the purpose of renewing the previous agreement between the parties dated 8/1/22 for an additional two year term from the date upon which the previous agreement would have terminated. All terms and conditions of the above agreement shall remain in full force and effect, with the following exceptions:

- A. Article V, Section A of the above agreement shall be modified to provide for a substitution of the rate sheet attached to the above referenced resolution, for the previous rate sheet.
- B. Said agreement shall be modified to provide for a substitution of the term 7/1/22-6/30/24, for the previous term.
- C. Said agreement shall be modified to substitute the attached insurance requirements for the previous set.

If you are in agreement with the terms of this letter, please execute where indicated, in the lower left-hand corner of the letter, and return the original to the **BROOME COUNTY ATTORNEY'S OFFICE**, Edwin L. Crawford County Office Building, Government Plaza, Binghamton, New York, 13901. An extra copy is enclosed for your records.

Enc.
ACCEPTED:
VESTAL CENTRAL SCHOOL DISTRICT

By _____

Title BOE President

Date August 9, 2022

Very truly yours,

COLLEEN WAGNER
Deputy County Executive

Intro No.

Date

Reviewed by
Co. Attorney

Date

102

6/16/22

MS

5-26-2022

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2022-217

Date Adopted 6/16/2022

Effective Date 6/21/2022

Sponsored by: Health & Human Services and Finance Committees

Seconded by: Hon. Bob Weslar

**RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENTS WITH VARIOUS
PRESCHOOL SPECIAL EDUCATION PROGRAM PROVIDERS FOR THE DEPARTMENT OF
HEALTH FOR 2022-2024**

WHEREAS, this County Legislature, by Resolution 233 of 2020, authorized the renewal of agreements with various vendors for professional services for the Department of Health's Preschool Education Program at rates set by the New York State Department of Education and the Broome County Department of Health, for the period July 1, 2020 through June 30, 2022, and

WHEREAS, said agreements are necessary to provide various services including evaluations, services, and tuition-based preschool for the 3-5 Preschool Program, and

WHEREAS, said agreements expire by their terms on June 30, 2022, and it is desired at this time to renew said agreements on substantially similar terms and conditions, at rates set by the New York State Education Department and the Broome County Department of Health, for the period July 1, 2022 through June 30, 2024, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreements with various vendors as shown on Exhibit "A" and Exhibit "B" for various services for the Department of Health's Preschool Education Program for the period July 1, 2022 through June 30, 2024, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors on Exhibit "A" at the rates set by the Broome County Health Department shown on Exhibit "C" for the term of the agreements, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors on Exhibit "B" at the rates set by the NYS Education Department, for the term of the agreements, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 25060004.various.HPSEDP, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

COUNTY OF BROOME) ss:
STATE OF NEW YORK)

I, the undersigned, Deputy Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 16th day of June, 2022, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 17th day of June, 2022.

Date sent to County Executive: June 17, 2022

Approved

County Executive

Date

6/16/22

2022

Carol Hall

Deputy Clerk, County Legislature
County of Broome

Exhibit C



Board of Regents | University of the State of New York

NEW YORK STATE EDUCATION DEPARTMENT

Rate Setting Unit

NYSED / Rate Setting Unit / Rates and Methodology / Non RSU Rates / County Related Services 2021-22

2021-22 County List of Approved Rates for Related Services

County	Service	Maximum Individual Related Service Half-Hour Rate	Maximum Group Related Service Half-Hour Rate
BROOME	Aide - 1:1 Related Services	\$7.00	\$0.00
BROOME	Coordination	\$40.00	\$0.00
BROOME	Counseling Services	\$40.00	\$20.00
BROOME	Interpreter	\$28.50	\$0.00
BROOME	Orientation and Mobility	\$40.00	\$40.00
BROOME	Occupational Therapy	\$40.00	\$40.00
BROOME	Occupational Therapy Assistant	\$40.00	\$40.00
BROOME	Other	\$100.00	\$100.00
BROOME	Parent Counseling and Training	\$40.00	\$40.00
BROOME	Physical Therapy	\$40.00	\$40.00
BROOME	Physical Therapy Assistant	\$40.00	\$40.00
BROOME	Speech Therapy	\$40.00	\$40.00
BROOME	Teacher of the Hearing Impaired	\$40.00	\$40.00
BROOME	Teacher of the Visually Impaired	\$40.00	\$40.00

Union Endicott School District

Danielle Fenner
1100 East Main Street
Endicott, NY 13760
Phone: (607)757-2117
DFenner@uek12.org

Specialty of Service: Therapies; Related Services Aide for own UPK

Vendor # 02463
CA # 10-10-224(b)
Account Code: 6004405

Vestal Central Schools

Rosalie Sullivan/Amber Dennis
201 Main Street
Vestal, NY 13850
Phone: (607)757-2211
rsullivan@vestal.k12.ny.us / adennis@vestal.k12.ny.us

Specialty of Service: Therapies; Related Services Aide for own UPK

Vendor # 02258
CA # 10-10-210(b)
Account Code: 6004405

Whitney Point Central School District

Aaron Kaminsky
2887 NY Route 11, P.O. Box 249
Whitney Point, NY 13
Phone: (607) 692-8242
akaminsky@wpcsd.org

Specialty of Service: Therapies, Related Services Aides for own UPK

Vendor# 02418
CA# 10-10-225(b)
Account Code: 6004405

Maria Wilson

3239 Maxian Road
Binghamton, NY 13903
Phone: (607)624-3655
chieftx@aol.com

Specialty of Service: Speech Therapy

Vendor # 11211
CA # 10-10-159(b)
Account Code: 6004405

Windsor School District

Jason Hans
215 Main Street
Windsor, NY 13865
Phone: (607)655-8220
jhans@windsor-csd.org

*Specialty of Service: Occupational Therapy, Speech Therapy,
Related Services Aide for own UPK*

Vendor # 01881
CA # 10-10-198(b)
Account Code: 6004405

Risk Management & Insurance Specifications

Project Description or Contract Number	Evaluations & services (including therapies & 1:1 aide services) for the Preschool Special Ed. Program as authorized on students' individualized education program & mandated by NY State Ed. Dept.	
Date Issued	April 26, 2022	
Vendor name ("Contractor")	Various	
County Department	Health	Lynette Bellmore

Please read these specifications very carefully. These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

Coverage Type	Minimum Limits
<u>Commercial General Liability (CGL) including:</u> <input type="checkbox"/> Products & completed operations shall not be excluded. <input type="checkbox"/> Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. <input type="checkbox"/> <u>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)</u>	\$1,000,000-\$2,000,000 Per occurrence / minimum annual aggregate limit
<u>Automobile Liability (comprehensive Form)</u> Must cover owned, non-owned and hired vehicles	\$1,000,000 Combined single Limit
<u>Workers' Compensation and Employer's Liability SEE #3</u> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.	Statutory amount / \$100,000
<u>Disability Insurance SEE #4</u> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.	Statutory limits
<u>Professional Liability</u> <ul style="list-style-type: none"> • "Claims made" coverage must be maintained continuously for a minimum of two (2) years after contract termination • Shall not contain restrictions for: <ul style="list-style-type: none"> ✓ Contractual liability ✓ Express warranties or guarantees ✓ Personal injury <u>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement.</u>	\$1,000,000-\$3,000,000 Per occurrence / minimum annual aggregate limit

1. **The certificate face shall:**
 - indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
 - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
 - Disclose all policy exclusions
 - Disclose the amount of self-insured retention or deductibles.
 - Show Products & completed operation
2. **Proof of Workers' Compensation Coverage must be provided on NYS issued WCB form C-105.2 or U-26.3. Exemption should be provided on CE-200**
3. **Proof of Disability Coverage must be provided on NYS issued WCB form DB-120.1 or DB820/829 or DB-155. Exemption should be provided on CE-200**
4. **The Additional Insured & Certificate Holder should read:**

County of Broome
Attn: Office of Risk & Insurance Management
PO Box 1766
Binghamton, NY 13902-1766

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all losse(s), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part IV Safety

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.