

**"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER
THE STATE FREEDOM OF INFORMATION LAW"**

SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021, by and between Metro Therapy, Inc. (the "SERVICE PROVIDER") as the party of the first part, having its principal place of business located at 1363-8 Veterans Memorial Highway, Hauppauge, New York 11788 and the Board of Education, Malverne UFSD, as the party of the second part, having its principal place of business located at 80 Ocean Avenue, Malverne NY 11565.

WITNESSETH:

WHEREAS, Metro Therapy, Inc. is in the business of providing the services of licensed and qualified occupational therapists, occupational therapy assistants, physical therapists, speech pathologists, special educators, social workers and psychologists, vision teachers and teachers of the deaf or hearing impaired.

WHEREAS, the Malverne UFSD is authorized by law to contract for the provision of related services for its students with handicapping conditions; and

WHEREAS, Metro Therapy, Inc. warrants that it has reviewed the individualized education program ("IEP") of each pupil services by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such children with handicapping conditions; and

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

1. **TERM OF AGREEMENT:** This agreement shall be in effect for the period July 1, 2021 to June 30, 2022, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:**
 - a. Metro Therapy, Inc. shall provide therapy services during the school year for those children covered by the terms of this Agreement. The therapy provided by Metro Therapy, Inc. shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner's Regulations, currently approved methods and practices of the profession. Metro Therapy, Inc. shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:
 - i. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;
 - ii. The completion of progress reports regarding student achievement of objectives as per report card schedules.
 - iii. Provide the Committee on Special Education (CSE) with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;
 - b. All services shall be provided in strict compliance with the student's IEP.
 - c. The Malverne UFSD agrees that during the term of this Agreement and for twenty four (24) months thereafter, directly or indirectly, not to hire or contract with any individual that has been assigned by Metro Therapy, Inc. to the Malverne UFSD.
3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by Metro Therapy, Inc. to Malverne UFSD for the term of this Agreement, Malverne UFSD agrees to pay Metro Therapy, Inc. per the RATE SCHEDULE A attached to and made a part of this AGREEMENT. Any change in the rate schedule must be made in writing in the form of an Amendment which is to be signed by both parties.

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4. **INVOICE DUE ON MONTHLY BASIS:** Metro Therapy, Inc. will submit an invoice for services rendered on a monthly basis, and payment to Metro Therapy, Inc. shall be made within thirty (30) days from receipt of invoice from Metro Therapy, Inc. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by Malverne UFSD, shall identify the names of the students who received services. Malverne UFSD shall give Metro Therapy, Inc. notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of Malverne UFSD's rights prevent Malverne UFSD from availing itself of any remedy or course of action it has in law or in equity at a later date.
5. **INDEPENDENT CONTRACTOR:** All employees and/or agents of Metro Therapy, Inc. shall be deemed employees and/or agents of Metro Therapy, Inc. for all purposes and Metro Therapy, Inc. alone shall be responsible for their work, personal conduct, direction and compensation. Metro Therapy, Inc. acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of Malverne UFSD. Metro Therapy, Inc. is retained by Malverne UFSD only for the purposes and to the extent set forth in this Agreement, and its relationship to Malverne UFSD shall, during the periods of its services hereunder, be that of an independent contractor. Metro Therapy, Inc. shall not be considered as having employee status and shall not be entitled to participate in any of Malverne UFSD's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, Metro Therapy, Inc., its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment status for the purposes of any other rights, privileges or benefits derived from employment by Malverne UFSD. Metro Therapy, Inc. shall not assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between Malverne UFSD and its employees.
6. **EXPENSES OF SERVICE PROVIDER:** Metro Therapy, Inc. shall be responsible for all costs and expenses incurred by Metro Therapy, Inc. that are incident to the performance of services for Malverne UFSD, including, but not limited to, all tools, vehicles, or other equipment to be provided by Metro Therapy, Inc., all fees, fines, licenses, bonds or taxes required of or imposed against Metro Therapy, Inc. and all other of Metro Therapy, Inc.'s costs of doing business.
7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** Malverne UFSD shall not withhold from sums payable to Metro Therapy, Inc. under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. Metro Therapy, Inc. agrees that any tax obligation of Metro Therapy, Inc. arising from the payments made under this Agreement will be Metro Therapy, Inc.'s sole responsibility.
8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**
 - a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. Metro Therapy, Inc. and its employees and/or agents shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.
 - b. Malverne UFSD shall not incur any charges should Metro Therapy, Inc., its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the Malverne UFSD shall be responsible for payment of the cost associated with the cancelled session on the condition that the service provider agrees to use the cancelled session's time to do required paperwork or other student-related work for the Malverne UFSD.
9. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** Malverne UFSD shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.

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10. **LICENSE AND AUTHORIZATION:** Metro Therapy, Inc. warrants that it will provide Malverne UFSD with licensed/certified and qualified individuals. Metro Therapy, Inc. further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. Metro Therapy, Inc. shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, Metro Therapy, Inc. agrees to submit to Malverne UFSD proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. Metro Therapy, Inc. further agrees to complete and submit, upon the request of Malverne UFSD, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of Malverne UFSD. Malverne UFSD reserves the right to reject the placement of any individual. The Malverne UFSD agrees that during the term of this Agreement and for twenty four (24) months thereafter, directly or indirectly, not to hire or contract with any Contractor Service Provider that has been assigned by Metro Therapy, Inc. to the Malverne UFSD
11. **SAVE LEGISLATION:** Metro Therapy, Inc. understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. Metro Therapy, Inc. shall adhere to all requirements and protocols as established by Malverne UFSD and the State Education Department of New York: to wit, but not limited to, fingerprinting. Metro Therapy, Inc. further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to Malverne UFSD. Metro Therapy, Inc. must submit a complete roster of names and license numbers for all service providers who will be or may be providing services to the Malverne UFSD pursuant to this Agreement, for Malverne UFSD'S verification of such providers' clearance status. In the event that Metro Therapy, Inc. utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, Malverne UFSD shall have the right to immediately terminate the contract.
12. **ATTENDANCE RECORDS:** Metro Therapy, Inc. shall maintain monthly attendance records which shall be submitted to Malverne UFSD at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
13. **REPORTS TO Malverne UFSD:** Metro Therapy, Inc. hereby agrees to furnish written reports of each pupil's educational progress to Malverne UFSD. Metro Therapy, Inc. will render such reports to Malverne UFSD at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the Malverne UFSD. At a minimum, all reports shall be furnished at the Annual Review. Any and all reports shall be furnished upon termination of the Agreement. Metro Therapy, Inc. shall provide such additional information concerning the pupil's progress as may be required by Malverne UFSD.
14. **AUTHORIZATION OF Malverne UFSD:** Metro Therapy, Inc. shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of Malverne UFSD.
15. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, Metro Therapy, Inc., its employees and/or agents shall obey all Malverne UFSD rules and regulations and must follow all reasonable directives of Malverne UFSD's administrators and employees.
16. **PHOTO I.D.:** Metro Therapy, Inc. shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to Malverne UFSD.

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17. **STUDENT REMOVAL:** Malverne UFSD shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
18. **STUDENT PRESCRIPTIONS:** Where applicable, Malverne UFSD shall obtain all medical prescriptions from the parent/guardian of students referred to Metro Therapy, Inc. Malverne UFSD shall forward copies of these prescriptions to Metro Therapy, Inc. upon its request.
19. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Metro Therapy, Inc. for services rendered. Metro Therapy, Inc. will not incur any additional expenses upon receipt of Malverne UFSD's notification that Metro Therapy, Inc.'s services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to Malverne UFSD must be completed by Metro Therapy, Inc. within thirty (30) days of the termination date.
20. **CONFIDENTIALITY:** Metro Therapy, Inc., its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Metro Therapy, Inc., its employees and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Metro Therapy, Inc. further agrees that any information received by Metro Therapy, Inc., its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the Malverne UFSD, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. It is further understood between the Malverne UFSD and Metro Therapy, Inc. that the substance of this Agreement is highly confidential and shall not be revealed in any manner with any personnel of Metro Therapy, Inc. or any therapists placed by Metro Therapy, Inc. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
21. **HIPAA:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
22. **INDEMNIFICATION AND HOLD HARMLESS PROVISION:** Metro Therapy, Inc. further agrees that it shall defend, indemnify and hold harmless Malverne UFSD, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Metro Therapy, Inc. or any of its officers, directors, agents or employees taken or made with respect to this Agreement.
23. **INSURANCE PROVISION:** Metro Therapy, Inc. shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Metro Therapy, Inc. and Malverne UFSD from claims set forth below for which Metro Therapy, Inc. may be legally liable, whether such operations be by Metro Therapy, Inc. or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties. Metro Therapy, Inc. hereby agrees to effectuate the naming of Malverne UFSD as an unrestricted additional insured on Metro Therapy, Inc.'s insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming Malverne UFSD as an additional insured shall include:
 - a. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

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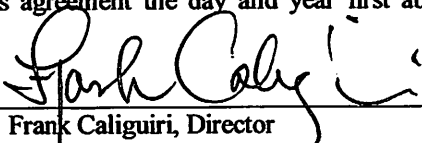
- c. Worker's Compensation and N.Y.S. Disability: Statutory Worker's Compensation, Employers' Liability and N.Y.S. Disability Benefits insurance for all employees.
 - d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for Malverne UFSD. If written on a "claims made" basis, the retroactive date must predate the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - e. In the event that any of the insurance coverage to be provided by Metro Therapy, Inc. contains a deductible, Metro Therapy, Inc. shall indemnify and hold Malverne UFSD harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of Metro Therapy, Inc.
 - f. Metro Therapy, Inc. shall provide the Malverne UFSD with evidence of the above insurance requirements upon execution of the within Agreement. Metro Therapy, Inc. further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects Metro Therapy, Inc. to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages Malverne UFSD sustains as a result of this breach. In addition, Metro Therapy, Inc. shall be responsible for the indemnification to Malverne UFSD of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.
 - g. Prior to commencement of its services, Metro Therapy, Inc. shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
24. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:
- To: Metro Therapy, Inc.
P O Box 6005
Hauppauge NY 11788-9005
- From: Malverne UFSD
80 Ocean Avenue
Malverne NY 11565
25. **ASSIGNMENT OF AGREEMENT:** Metro Therapy, Inc. shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of Malverne UFSD.
26. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.
28. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

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29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between Malverne UFSD and Metro Therapy, Inc., and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
30. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
31. **REPRESENTATIONS AND WARRANTIES:** Metro Therapy, Inc represents and warrants: 1) that Metro Therapy, Inc. has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that Metro Therapy, Inc. has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
32. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
33. **NONWAIVER:** No action or failure to act by Metro Therapy, Inc. or Malverne UFSD shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
34. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of Metro Therapy, Inc. hereby represents and warrants that the undersigned is an officer, director, or agent of Metro Therapy, Inc. with full legal rights, power and authority to enter into this Agreement on behalf of Metro Therapy, Inc. and bind Metro Therapy, Inc. with respect to the obligations enforceable against Metro Therapy, Inc. in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Date: 10/2/21

By: 
Frank Caliguri, Director
Metro Therapy, Inc.

Date: _____

By: _____
NAME
Malverne UFSD

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SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR Malverne UFSD
(July 1, 2021-June 30, 2022)

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

Individual Session

Occupational Therapy, Physical Therapy, Speech, Counseling (Includes push-ins, pull-outs, consultation and observations)	\$42.00 ½ hour
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Group Session (up to 5 students)

Occupational Therapy, Physical Therapy, Speech, Counseling (Includes push-in and pull-out sessions)	\$63.00 ½ hour
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All services except Resource Room, Vision and Hearing services provided in the home, private or parochial schools will be billed at the rate of \$50.00 per half hour session per child.
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OT/PT Screenings

\$45.00 per screening

Speech Screenings

\$100.00 per monolingual screening

\$150.00 per bilingual screening

Evaluations

OT/PT	\$185.00 each
Speech	\$250.00 each
Neuropsychological	\$3600.00 each
Psychological	\$500.00 each
A-DOS	\$550.00 each
Psychological/Ed	\$750.00 each
Social History	\$125.00 each
Classroom Observation w/report	\$100.00 each
Education by Psychologist	\$350.00 each
Education by Spec Educator	\$250.00 each
Bilingual OT/PT	\$200.00 each
Bilingual Speech	\$350.00 each
Bilingual Psychological	\$600.00 each
Bilingual Psychological/Ed	\$900.00 each
Bilingual Social History	\$175.00 each
Bilingual Education by Psychologist	\$450.00 each
Bilingual Education by Spec Educator	\$350.00 each
Assistive Technology/AAC	\$1800.00 each
Vision and Hearing	\$ 325.00 each
Central Auditory Processing (CAP)	\$1750.00 each

Whole Classroom Push-ins OT

\$70.00 ½ hour

Handwriting Groups

\$65.00 per half hour up to 8 children

Behavior Intervention

Consults (BCBA)	\$125.00 per hour in school
Consults (non-BCBA)	\$100.00 per hour in school
BIS/Family Training (BCBA)	\$130.00 hour individual in home
BIS/Family Training (non-BCBA)	\$120.00 hour individual in home
FBA/BIP	\$125.00 per hour
Autism/PDD Training	\$175.00 per hour

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Schedule A – Page 2 of 2

Behavior Intervention (cont'd)

Registered Behavior Technician Training (up to 10 participants) *	
40-hour RBT during school hours (certification)	\$4500.00
Each additional participant	\$ 100.00
40-hour evening after-school hours (certification)	\$6500.00
Each additional participant	\$ 100.00
Competency Test Administration	\$ 125.00 per hour
15-hour RBT during school hours (non-certification)	\$2500.00
Each additional participant	\$ 100.00
On-going RBT Supervision	
Individual 1:1 supervision	\$125.00 an hour
Group Supervision	\$145.00 an hour

**additional RBT fees to BACB apply*

Translations

Reports	\$35.00 per page
Interpreting	\$50.00 per half hour
Proctoring	\$50.00 per half hour

Meetings

CSE Meeting	\$50.00 per half hour
Team Meeting	\$50.00 per half hour

Special Rate Schedule

- Resource Room/Consultant Teacher Services will be billed at the rate of \$45.00 per 30 minute individual session per child and \$35.00 per 30 minute session per child if in a group of two, and \$30.00 per child per 30 minute session for a group of 3-5.
- Vision Services - \$64.00 ½ hour
- Teacher of the Deaf Services - \$64.00 ½ hour
- Home Instruction (special education/resource room) - \$100 per hour
(Certified Special Educator providing services directly addressing IEP goals or needs in 504 Plan.)
- Teacher's Assistant - \$ 40.00 per hour
- Assistive Technology Consults - \$200.00 per hour

Staff Development (In-services, workshops, consultative meetings)

- \$1,500.00 per day; \$750.00 per ½ day
- \$250.00 per hour - 2 hours or less

Scheduling Consultation – A ½ per session fee will be charged per student, during the first two weeks of the school year until scheduling is completed. Scheduling is meeting the child, meeting the teachers and all staff, and preparing the schedule.

Reports – All progress reports, annual review testing and goals will be inputted in to the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of \$60.00 per half hour per therapist per month.

NYSAA BOCES Trainings- \$750.00 per day, \$ 400.00 per ½ day

Administrative Staffing Options – available upon request; contact us for additional information.

FOR CONTRACTS WITH RENEWAL CLAUSES (EXTENSIONS) – WE RESERVE THE RIGHT TO INCREASE RATES UPON THE RENEWAL BY 2% OR THE COST OF LIVING ALLOWANCE, WHICHEVER IS LOWER ON THE DATE OF THE RENEWAL.

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

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

Metro Therapy, Inc.
(Organization/Contracted Provider's Name)

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

A)

1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.

2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.

3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.

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

C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: Frank C. [Signature]
Address: P O Box 6005
City: Hempstead State: NY Zip: 11788-9005
Telephone: 631-366-3876 Date Signed: 10/6/2024

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

Malone UPSD
2024-2025