

**SERVICE AGREEMENT BETWEEN  
THE COUNTY OF ALBANY  
AND  
CAYUGA CENTERS**

**Clinical Prevention Services – Intensive Family Support Program  
Pursuant to Resolution No. 405 for 2021, adopted 11/8/2021**

**Juvenile Justice Prevention Services – Multisystem Therapy  
Pursuant to Resolution No. 407 for 2021, adopted 11/8/2021**

**Functional Family Therapy Program  
Pursuant to Resolution No. 408 for 2021, adopted 11/8/2021**

This is an Agreement by and between the County of Albany, a municipal corporation, acting by and through its County Executive (hereinafter referred to as the “COUNTY”), on behalf of the Albany County Department for Children, Youth & Families (hereinafter referred to as the “DEPARTMENT”), with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207, and St. Catherine’s Center For Children, with its principal place of business located at 40 North Main Avenue, Albany New York, 12203 (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH:**

**WHEREAS**, the Commissioner for the DEPARTMENT (hereinafter referred to as the “COMMISSIONER”), is charged with the responsibility for the administration of all child welfare provided in the COUNTY at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq. of the Social Services Law and the Consolidated Services Plan for New York State; and

**WHEREAS**, the COMMISSIONER, pursuant to Section 409-a(3) of the Social Services Law and 18 NYCRR 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-For-Profit Corporation Law or public agency that receives the prior approval of the New York State Office of Children and Family Services; and

**WHEREAS**, the COUNTY issued a Request for Proposals, said request having been denominated RFP # 2021-068, (hereinafter referred to as the “RFP”), for the Preventive Services for the DEPARTMENT, for the period January 1, 2022 through December 31, 2022 with options to renew for two (2) additional one (1) year periods; and

**WHEREAS**, the COUNTY had accepted the Proposals of the CONTRACTOR to provide the aforesaid services as the lowest responsible bidder; and

**WHEREAS**, the CONTRACTOR under the terms of its corporate authority has the power to provide the services required to be performed herein; and

**WHEREAS**, the DEPARTMENT has determined that the amount of funds to be paid to the CONTRACTOR is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the COUNTY; Section 409 et seq. of the Social Services Law and 18 NYCRR Parts 405 and 423; and

**WHEREAS**, the COUNTY Legislature has authorized the COUNTY to enter into a one-year agreement with the CONTRACTOR regarding the aforesaid services by Resolution Nos. 405, 407 and 408 for 2021, for the period January 1, 2022 through December 31, 2022; and

**WHEREAS**, this Agreement sets forth the understanding reached by the parties herein;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:**

### **SECTION 1: The Contract Documents; Interpretation**

The Contract Documents consist of the following: this Agreement; the RFP entitled “ Request for Proposals for Prevention Services” dated May 5, 2021 which is incorporated herein by reference and made a part hereof; the Proposal, which is attached hereto as Exhibit “A” and made a part hereof in its entirety by reference (collectively called “the Agreement” hereinafter).

In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1. this Agreement; 2. the RFP; 3. the Proposal.

### **SECTION 2: - Definitions**

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the DEPARTMENT to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.
2. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the social services district or voluntary authorized agency of the assigned Case Planner.
3. **ASSIGNED ROLE** means the role in the family services stage designated for each case worker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker’s department or agency. Assigned roles are always initially designated by the DEPARTMENT and include: case manager, case planner, case worker, and child protective services monitor. After a role is assigned to a DEPARTMENT worker, it may be reassigned to another worker within that department.

4. ASSOCIATED CASE WORKER is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) in the family who are placed in the worker's department.
5. CASE INITIATION DATE (CID) means the earliest of:
  - a) the initial date of application for foster care services, mandated or non-mandated preventive services for children;
  - b) the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
  - c) the date of placement in foster care of a child; or
  - d) the date of a court-ordered services or commitment of care, custody and/or guardianship of a child to a social services district commissioner for placement with an authorized agency or foster parent.
6. CASE MANAGEMENT means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child; providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Activities Window, CONNECTIONS and any other Statewide automated child welfare information system designed by the New York State Office of Children and Family Services. Case management is always the responsibility of the DEPARTMENT.
7. CASE MANAGER is an employee of the DEPARTMENT with responsibility to authorize the provisions of services, to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.
8. CASE PLANNING means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the FASP that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making

casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.

9. **CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the **CONTRACTOR** or the **DEPARTMENT** assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.
10. **CASE WORKER** is any additional **CONTRACTOR** or **DEPARTMENT** staff directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.
11. **CHILD PROTECTIVE SERVICES MONITOR** is an employee of the **DEPARTMENT's** child protective service who is monitoring services being provided by someone other than a child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.
12. **DEEMED TO HAVE A GOAL OF INDEPENDENT LIVING** is any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category "deemed to have a goal of independent living" requires the same services as if the child has a goal of independent living.
13. **DISCHARGE SERVICES** means supervision services and may include the provision of, referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, primary resource person or to independent living as described in 18 NYCRR 430.12.
14. **FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.
15. **FAMILY SERVICES INTAKE** means the **CONNECTIONS** stage for documentation of family information and events prompting the opening of a family services stage if eligible. A family services intake must be completed before a family services stage can be opened.

16. **FAMILY SERVICES STAGE** means the **CONNECTIONS** stage for documentation of cases open for child welfare services. The family services stage is linked to a family case that is comprised of all past and current stages for the family.
17. **REFERRAL** means a request made by the **DEPARTMENT** that the **CONTRACTOR** provide a service for a public charge.
18. **PRIMARY RESOURCE PERSON** means any individual related or unrelated to a child who is determined by the **CONTRACTOR** and the **DEPARTMENT** to be an actual or potential source of support, care or assistance for the child.
19. **SERVICE PLAN REVIEW** means a case conference, including at least the case planner and a third party reviewer (if a child is in foster care), and the parent(s), children 10 years and older, foster parents, and other participants to review and develop a service plan for the case in accordance with 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and each subsequent family reassessment and service plan. Each service plan is required to have a completed signature page denoting the review has occurred with the parent(s), children 10 years and older and case planner.
20. **THIRD PARTY REVIEWER** means an administrator or other person not responsible for the case management or delivery of services to a case. The third party reviewer is a required participant in service plan reviews when a child is in foster care.
21. **UNIFORM CASE RECORD** means all documentation, both electronic (FASP) and external, as required by 18 NYCRR Parts 428.3 and 466.

### **SECTION 3: Scope of Services-General Requirements of Preventive Services**

1. The **CONTRACTOR**, either directly or through an authorized representative, shall comply with and provide all services, including, but not limited to those services set forth in Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York (18 NYCRR Parts 404 and 423).
2. The **CONTRACTOR** must have a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services.

All children in the family five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. (Examples may include extracurricular school activities, community-based recreational programs, mentoring programs, Parent-Teacher Association (PTA), self-help groups, parent-child library group). The idea is that these supports will remain in place for the

family when the formal services have ended.

3. The DEPARTMENT, or its designee, shall be responsible for determining the eligibility of persons for preventive services to be purchased by the DEPARTMENT and shall serve as the gatekeeper and approver of all authorizations, reauthorizations, and subsequent closings of preventive services. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423, and any other standards prescribed by the New York State Office of Children and Family Services.
4. The DEPARTMENT, or designee, shall be responsible for the case management which shall include authorizing the provision of preventive services and approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.
5. The CONTRACTOR and DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide any required information to the State's CONNECTIONS activity window. Further, the CONTRACTOR will be subject to the DEPARTMENT'S quality assurance processes including, but not limited to periodic announced and unannounced site visits, random sampling of case file materials (closed and open), participation in Utilization and Review Committees, phone and written surveys with consumers, review of adherence to contracted services and/or program curriculum, and any other practice initiated by the DEPARTMENT for the purpose of insuring compliance and delivery of quality services. Any subcontractors or collaborators of services with the CONTRACTOR will also be subject to the DEPARTMENT'S quality assurance processes. The DEPARTMENT will provide a report to the CONTRACTOR over the course of services, outlining their performance related to the quality assurance processes. These progress reports, will determine how and if, the DEPARTMENT will continue to utilize the CONTRACTOR'S service(s) and for reference in future RFP scoring.
6. The CONTRACTOR will participate in the development and implementation of CONNECTIONS and will comply with all New York State regulations and requirements as they are developed. The CONTRACTOR agrees to transmit FASP documents to DEPARTMENT staff via CONNECTIONS as well as share any other information required. FASPs should be launched, completed, and approved by the due date. (This does not apply for any Adjunct services. However, these programs must be able to transmit the youth's progress towards programming goals via CONNECTIONS to any designated lead Preventive agency and the DEPARTMENT). The SPR tab in CONNECTIONS must be completed in CONNECTIONS for all required Service Plan Reviews per NYS Rules and Regulations by the Case Planner, or the Case Manager absent a Case Planner.
7. The CONTRACTOR will not issue any case specific reports or letters of recommendation without **prior review** by the DEPARTMENT. The CONTRACTOR will insure that all final reports are received by the DEPARTMENT'S case manager and any requested parties that are legally

authorized to receive them in accordance with the State and Federal laws, including but not limited to the DEPARTMENT and Family Court, no later than five (5) business days in advance of a scheduled hearing or planning meeting. This clause does not pertain to FASPs.

The CONTRACTOR will insure the presence of prevention staff at Family Court proceedings as requested by either the DEPARTMENT or Family Court. Prevention staff must meet with the DEPARTMENT staff or present their position (Appendix “B” – Family Court Report) regarding the family and services to the DEPARTMENT two (2) business days prior to the Family Court appearance.

8. The CONTRACTOR agrees to accept the DEPARTMENT’S, or designee’s, Initial assessment and electronically transmitted FSI or FSS progress note to initiate direct intervention with the family. The CONTRACTOR will make every effort to rapidly engage a family through face to face contact within 24 Business hours of receiving the referral from the DEPARTMENT or designee, unless otherwise specified in the contract. The CONTRACTOR agrees to attempt an additional face to face contact on the third business day if the initial attempt was unsuccessful, a face to face attempt on the fifth business day if the second attempt was unsuccessful, and a final face to face attempt on the seventh business day if all other attempts were unsuccessful. All engagement attempts must be documented in the progress notes section of the FSS stage in CONNECTIONS within seven business days. Based on the information documented in CONNECTIONS, the DEPARTMENT will determine whether to agree to Additional engagement attempts or close out the DEPARTMENT’S involvement with the family.

**If the program is funded on a per diem rate, payment for services will be contingent upon a documented face to face contact with the primary or secondary caretaker designated in CONNECTIONS unless otherwise approved by the DEPARTMENT’S case manager’s supervisor.**

**It is the responsibility of the CONTRACTOR to assist the DEPARTMENT in maximizing the monthly utilization of services. Therefore, if the monthly utilization of the program is repeatedly not maximized, this will be a determining factor as to whether the DEPARTMENT considers the continuation of a contract with the awarded provider and in the scoring of future Request for Proposals.**

9. The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Service Law. The CONTRACTOR is required to report any incidents of injury to children or situations that placed a child at risk of harm to the DEPARTMENT’S Case Manager or Supervisor immediately following the incident. The CONTRACTOR is required to report the child to the National Center for Missing and Exploited Children (NCMEC) within 24 hours of learning that the child is absent without consent, missing, or abducted. The CONTRACTOR must comply with all Justice Center reporting requirements.

10. The CONTRACTOR is responsible for completing and submitting a monthly report (Appendix “C” – Monthly Report) to the DEPARTMENT or designee within five (5) business days following the end of the month. The DEPARTMENT will use this data to track CONTRACTOR outcomes. The CONTRACTOR will also need to submit to the DEPARTMENT an Annual Report per Program Area to be incorporated with the DEPARTMENT’S quality assurance processes.
11. The CONTRACTOR will ensure that children, parents and primary caretakers are actively involved in goal setting and service planning and that this involvement is accurately detailed in all reports on CONNECTIONS.
12. All services should focus on empowering children and families to develop or enhance supports and linkages within their neighborhoods, local communities and natural support network so that once prevention services have ended, the family will still have access to services/supports in their community.
13. The DEPARTMENT is committed to addressing Racial and Ethnic Disparities (RED) of children in foster care, Juvenile Justice contact, and throughout all of our programs. The DEPARTMENT has established a RED Action Team to address practice changes, which are intended to reduce minority representation and incorporate a RED lens in all case planning and program development. The work of the Team is data driven and will include data collection and analysis. The CONTRACTOR will implement practice changes proposed by the RED Action Team. At the time of initial face to face contact the CONTRACTOR will consistently ask families how they self-identify in relation to ethnicity and race, documenting such, and incorporating this into the case record.
14. The DEPARTMENT is committed to the reduction of Human Trafficking and Sexual Exploitation of children in foster care, Juvenile Justice contact, and throughout all of our programs. The DEPARTMENT is working with the Office of Children and Families Services and has implemented practices regarding Human Trafficking and Sexual Exploitation. The DEPARTMENT has established a Core Team to gather data, identify the problem, collaborate with Community agencies and implement practice changes. The CONTRACTOR will work collaboratively with the DEPARTMENT to implement practice changes proposed by the Core Team in a timely manner.
15. A Sex Trafficking Screen must be completed for all children, regardless of age, in the care, custody or supervision of an Local Department of Social Services (LDSS) or OCFS, including children in foster care, child protective and preventive open cases, receiving Chafee services, or on runaway status from foster care up until the age of 21. For children who have been absent from care, once the child is stabilized, but no later than five days after his or her return to care, the caseworker or case manager must conduct a screening to determine if the child was a victim of sex trafficking while absent or missing from care.



16. The CONTRACTOR will identify biological fathers, or non-respondent parent/guardians within fourteen (14) days of case initiation and employ strategies which engage fathers consistently in service planning. Case records need to document efforts to engage fathers, or non-respondent parent/guardians, in services, including invitations to meetings such as Family Team Meetings and Service Plan Reviews.
17. The CONTRACTOR must complete an initial in-home family assessment to determine the service needs of the entire family and more specifically, parenting skill strengths and deficits of the parent(s). This assessment also must identify the child/youth's interest whether it is recreational, career-based, employment, advanced schooling, etc. Such in-home assessment should begin on day 1 of service and can be finalized at the strength-based family decision making meeting; it must be completed within the first fourteen (14) days of the CONTRACTOR receiving the referral and should include an assessment of all family members' current functioning and needs. Such assessment must be provided to the DEPARTMENT'S or designee's Case Manager within the first twenty-one (21) days of service.
18. In addition, all prevention workers must work with the family to identify an agreeable standby guardian for each child in the family in case of a family crisis or emergency. This confirmed identification will occur within the first fourteen (14) days of provided services and written information regarding the identified persons will be provided to the DEPARTMENT'S, or designee's Case Manager and entered in CONNECTIONS utilizing the "other casework activity" contact type in the progress note section.
19. The CONTRACTOR will also be responsible for completing the Relative Data Checklist (**as Per Appendix D**) within fourteen (14) days of receiving the case, unless otherwise specified in the contract and entering that information into CONNECTIONS utilizing the "other casework activity" contact type in the progress note section.
20. The CONTRACTOR will also be required to ensure a strength-based, family decision making meeting (i.e. Family Team Conference, Circle of Support) occur within fourteen (14) days from the date of the referral to the prevention service. Such meeting should include participation of the family, youth, natural supports and all service providers, including the DEPARTMENT and Probation, engaged with the family. The Family Team Meeting Form must be completed and submitted to the DEPARTMENT'S, or designee's, Case Manager within five (5) business days.
21. The CONTRACTOR will be responsible for providing services in the home and their community as required in the Scope of Services section of the RFP. This includes **all geographic areas** of the COUNTY, unless the CONTRACTOR clearly articulates that a specific geographical area is the targeted community for the programming proposed. If the CONTRACTOR, who has not proposed a specific targeted community, is not willing, refuses,

or unable to provide services in the home in all geographical areas, then the case will be immediately referred to another contractor and **no other referrals will be made to the CONTRACTOR for the specified program area.** The ability to provide services in all geographical areas of the COUNTY, unless otherwise specifically proposed and funded for same, will be a determining factor when considering renewal of yearly contracts as well as scoring criteria in the next RFP. The DEPARTMENT may consider ensuring service delivery throughout the COUNTY and specific service needs of communities in the COUNTY when awarding contracts.

22. The CONTRACTOR is expected to incorporate case planning services to assist the family in maintaining their children in the home or for reunification as appropriate for children in foster care. Such case planning services include securing linkage to needed community services and resources (resources for meeting basic food, clothing and shelter needs, child care, transportation, etc.) as well as daily living demands, including but not limited to keeping appointments, time management, budgeting skills and any other skills that are necessary. In addition, it is expected that the CONTRACTOR will provide any parent aide and home maker services that may be needed to safely maintain the child(ren) in the home. The CONTRACTOR will also be responsible for providing transportation as needed for the family to receive these services as well as for Family Court hearings and any other appointments.
23. The CONTRACTOR needs to employ strategies that focus on rapid family engagement, specifically through the use of parent partners or other means which must be clearly identified in the proposal. The CONTRACTOR may provide these services (parent partners) or contract with a partner agency. The CONTRACTOR will ensure that its hours of operation and scheduling of mandated meetings, such as service plan reviews (SPR) or Family Team Meetings, reflect the needs of the children and families to be served, including flexible hours to accommodate school age children and working family members in a manner that is supportive of establishing a healthy and stable permanent environment. Whenever possible, these meetings should take place in the home. The CONTRACTOR will include both parents and guardians, any children age ten (10) and over and all service providers, including but not limited to Mental Health, school representatives, the DEPARTMENT, and Probation in all service plan reviews unless their Exclusion is approved by the DEPARTMENT. The CONTRACTOR is also required to include the foster parent in cases where the child(ren) are in foster care. The CONTRACTOR is required to have an interpreter available for families whose first language is not English; this also includes Deaf or hard of hearing families. There will be no additional reimbursement for providing this service.
24. The CONTRACTOR is required to hold a strength-based family decision making meeting every 60-90 days during the course of prevention services. Such meeting should include participation of the family, youth, natural supports and all service providers engaged with the family, including foster

care providers, Probation, and the DEPARTMENT. During such meetings, progress toward service plan goals should be reviewed.

25. Every six months, during the course of services the CONTRACTOR must provide a written service review summary inclusive of any adjunct services. The written service review summary will outline the concerns/issues of the family, the services provided to address the concerns/issues, the progress that has or has not been made, and the recommendation for continued service, an alternative service and/or termination of service companioned by a rationale for each recommendation.
26. The CONTRACTOR must provide services consistent with, and in promotion of, the permanency planning goal of each tracked child in the FASP. The CONTRACTOR must engage the family in concurrent planning by assisting the family in identifying relatives and other resources to assist the child in obtaining a safe and permanent home. The use of family team conferences to accomplish this goal is strongly encouraged. Concurrent planning should begin within the first month of placement in the DEPARTMENT'S care and custody and discussed thereafter on a regular basis especially at SPRs and Family Team decision making meetings. For children in foster care, the CONTRACTOR will need to work with the foster care agency or the COUNTY if it is an COUNTY foster home. The foster care agency is the agency that is primarily responsible for all permanency work and supervised visitation. For children in foster care, where it has been established that the prevention provider will serve as case planner due to the complex nature of the case, the prevention provider will coordinate services with the DEPARTMENT and the foster care provider to hold permanency planning meetings at regular intervals and assure that provisions of each child's visitation plan and concurrent planning are obtained, including assistance with supervision and transportation to and from visits.

**The CONTRACTOR must provide a permanency report for the DEPARTMENT no later than six (6) months from the date of the child(ren)'s placement, which specifically outlines the progress, or lack thereof, by the family members on addressing the safety and risk factors related to the permanency of the child(ren).**

27. All progress notes must be entered into the CONNECTIONS system within seven (7) days of the activity or event and must be in the DEPARTMENT approved progress note format (PC COPS).
28. The designated case planner, per the DEPARTMENT, is responsible for all mandated casework contacts. For each contact, written documentation of the assessment of child(ren)'s safety and well-being during the contact is required.
29. The CONTRACTOR is required to have "flexible funding" available for families for those instances when all other funding sources have been exhausted, including a careful analysis of the family's ability to offset the

cost either fully or in part.

30. The CONTRACTOR will be responsible for establishing and maintaining an internal process which insures appropriate administrative oversight of the flexible funds. Any proposed per diem or monthly rates should take into account that the CONTRACTOR will have these funds available and as such no requests for additional funds for these purposes will be considered.
31. All Prevention Program and PR materials (such as brochures, flyers, etc.) must be approved by the COUNTY, include the COUNTY seal, and must state the program is funded, at least partially, by the DEPARTMENT
32. The CONTRACTOR will be required to participate in any special events and programs coordinated or sponsored by the DEPARTMENT, or designee, and specifically send a representative family and/or youth group from the CONTRACTOR, dependent on the focus of the event, of 25% or more, unless otherwise instructed.
33. It is the expectation of the COUNTY that the CONTRACTOR will adhere to and meet standards outlined in ADM's, issued by the NYS OCFS.
34. The CONTRACTOR shall provide a Prevention services program founded on best practice principles, specifically:
  - a. the program design shall be client-centered and family-focused, treating the family as a partner in assessment and intervention;
  - b. the program and CONTRACTOR shall demonstrate cultural competence;
  - c. the program shall incorporate specific strategies regarding safety, concurrent planning, and permanency planning within the scope of practice that will assist with maintaining, reunifying or securing a long term family or natural resource for the child(ren);
  - d. the program shall have specific strategies to successfully work with individuals experiencing issues related to child welfare, juvenile justice, mental health, and/or substance abuse;
  - e. the program should include practice which is trauma-informed and promotes positive youth development;
  - f. the program design shall incorporate youth and family linkages to natural community supports to promote independent family functioning (in an effort to reduce recidivism);
  - g. the CONTRACTOR shall have a working knowledge of current theory and practice in child welfare, juvenile justice, children's mental health, and youth services including compliance with State and Federal rules and regulations;

- h. the CONTRACTOR must incorporate evidence-based or promising practices within their programming. The CONTRACTOR must track data and outcomes to meet the Family First evidenced based standards.

**SECTION 4: Connections:** The DEPARTMENT and/or the Connections environment shall designate which FASP series will be used by the CONTRACTOR according to the following OCFS guidelines:

- a. Use of the CPS FASP:
  - i. If a safety assessment and RAP are part of the Initial FASP received, the case will be deemed a CPS case.
  - ii. Open preventive service cases that come from CPS and which may contain a court order for on-going services, will be deemed CPS cases.
  - iii. In cases with one or more children in foster care due to abuse/neglect, and preventive services are being provided to the remaining children/adults in the home, the case will be deemed a CPS case.
  - iv. In NYC, cases in which a CPS investigation stage is indicated, and the family is requesting preventive services, the selected closure reason should be Indicated/Open-Voluntary Services; the case will be deemed a CPS case.
  - v. Outside of NYC, cases in which a CPS investigation stage is indicated and closed, with low risk and no current safety issues, and the family is requesting preventive services, the district may opt to use either the CPS FASP OR the risk-based FASP, depending on whether the district wishes to continue the focus on on-going safety.
  - vi. In cases with one or more children in foster care related to a JD/PINS adjudication, and on-going child welfare services are being provided to the rest of the family related to abuse or neglect, the case will be deemed CPS.
  - vii. If any of the following Safety Assessment decisions are selected (#3, #4, #5), the CPS FASP must be utilized.
- b. Use of a non-CPS FASP:
  - i. In cases with one or more children in foster care related to a JD/PINS adjudication, and no other services related to abuse or neglect are being provided to the rest of the family, the case will not be deemed CPS.
  - ii. Cases in which a CPS investigation stage was unfounded, but the family is requesting preventive services, will not be deemed CPS cases.
  - iii. If the ONLY services being provided to this family are related to PINS/JD, either preventive or foster care, the case is a non-CPS case.

- iv. If the ONLY services being provided to this family (by the DEPARTMENT or other local DSS or one of its contract agencies) are related to a voluntary request for services, either preventive or foster care, the case is a non-CPS case.

The CONTRACTOR shall have the responsibility for completing the following forms and for providing copies of the signature page to the DEPARTMENT no later than five (5) business days before the due date:

- a. Initial Assessment and Service Plan: for whichever FASP series is in place. These provisions shall not, however, apply when the child and family is referred to the CONTRACTOR after day 30, or receives services for less than fourteen (14) days.
- b. If in reviewing any of the forms the DEPARTMENT disagrees with the assessment, the goal and objective review, or the plan of service, the DEPARTMENT shall contact the CONTRACTOR no later than the date on which the forms are due for signature by the DEPARTMENT, in order to discuss the areas of disagreement and revise the forms as necessary. The signed copy containing the revisions as agreed to by both parties shall be returned to the CONTRACTOR.

FASP Plan Amendment (Change in case status): In the case of a Plan Amendment, the CONTRACTOR shall complete the appropriate FASP prior to or at the time of the change. The plan shall contain a statement of the type of change, the reasons for the change, and any immediate service needs or goals resulting from the change. The CONTRACTOR shall submit the completed FASP/Plan Amendment form to the DEPARTMENT no later than ten (10) working days prior to when it is due. In situations where a change occurs in case status that is unanticipated the Plan Amendment must be submitted within five (5) working days of the event. For cases closing prior to thirty (30) days from the CID, the CONTRACTOR shall complete a thirty (30) day FASP and the Plan Amendment.

**Build 18 and Subsequent Builds in CONNECTIONS:**

- a. All New York State Agencies joined with OCFS and Local Districts in the implementation of Build 18 in the COUNTY on June 6, 2005. With this implementation, assessment and service planning as well as service plan reviews and progress notes will be completed within CONNECTIONS. The new case management functionality that was launched with Build 18 provides a single electronic case record in which workers will record assessments, service plans, and progress notes for a family. The Family Assessment and Service Plan (FASP) that was introduced with Build 18 replaces the current paper/template UCR assessment and service plan forms. The time frames for completion of the existing UCR series shall remain the same in Build 18.
- b. CONNECTIONS will be the system of record and the CONTRACTOR must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and

service plans, plan amendments, progress notes, placement, legal, adoption, health and education related activities and events in CONNECTIONS. The CONTRACTOR must review all current information about its cases that is recorded by other workers in the Family Services Stage (FSS). The CONTRACTOR must enter all progress notes into CONNECTIONS within seven (7) days of the activity or event.

c. During the time a case is open for services it will be termed in the Family Services Stage (FSS) and may have four potential assigned roles for professional workers in the case. There will be only one open FSS per jurisdiction. The potential roles are as follows:

- i. Case Manager – Every FSS has a single Case Manager, who must be DCYF staff. The Case Manager provides oversight of the case and must approve the Family Assessment and Service Plan (FASP). When the Case Manager also acts as the Case Planner, the Case Manager’s supervisor must approve the FASP.
- ii. Case Planner – The Case Planner, who may be either DEPARTMENT or CONTRACTOR staff, is responsible for the coordination of work with the family. The Case Planner is also author of the FASP and is responsible for the entirety of its contents and the timeliness of its submission for approval. This means the Case Planner must coordinate the documentation of all work in the FASP, and either accept it as contributed by the worker(s) or revise it accordingly. The Case Planner sends the FASP to the Case Manager for approval. There may be only one Case Planner in the FSS. The Case Planner shall be responsible for mandated casework contacts. For each contact, written documentation of the assessment of safety and well-being of the child(ren) during the contact is required.
- iii. CPS Worker/Monitor – The CPS Worker/Monitor *must* be DEPARTMENT staff and may complete the CPS Risk Assessment Profile (RAP) and the Safety Assessments. The system supports, but does not require, review of the FASP by a CPS Worker/Monitor. The Case Planner needs to alert the CPS Worker/Monitor in circumstances where she/he needs to complete work in, or review, the FASP. The DEPARTMENT currently does not require review of the FASP by a CPS Worker/Monitor as the Case Manager is charged with approval of the FASP.
- iv. Case Worker – Case Workers may be either DEPARTMENT or CONTRACTOR staff. These workers may be associated with a specific child(ren) in the FSS and can complete specific work within the FASP, such as the Child Scales and Foster Care Issues regarding the child(ren) to whom they are associated. There may be multiple Case Workers assigned to the FSS.

d. In the majority of cases, the CONTRACTOR staff will have case planning responsibility with the DEPARTMENT retaining final authority over designation of roles and assigning the role of case planner. In most cases

the role of case planner would be assigned to the worker with primary responsibility for working with the family and the majority of the children in the family.

Intake for Family Services: The DEPARTMENT, or the CONTRACTOR, at the option of the DEPARTMENT, will complete the family services intake, including by not limited to:

- e. completion of the Application for Services (DSS-2921);
- f. entry of demographic information into CONNECTIONS to create the FSI;
- g. completion of all required CONNECTIONS Intake components;
- h. completion of a person and case search to relate known persons and cases will be the responsibility of the DEPARTMENT.

In the event the CONTRACTOR completes the family services intake, it must submit it to the DEPARTMENT for acceptance within two (2) business days (but no more than five (5)) days of taking the intake.

Opening of a Family Services Stage and Designation Case Planner:

- i. Only the DEPARTMENT can open a family services stage. When the DEPARTMENT completes or accepts a family services intake, the DEPARTMENT will stage progress the family services intake to a family services stage and assign a worker role to the CONTRACTOR that identifies the CONTRACTOR responsibilities in the family services stage.
- j. The DEPARTMENT will open the family services stage and assign the CONTRACTOR worker as either case planner for the family or case worker for the child at the time of the child's admission to the CONTRACTOR or within two (2) business days (but no more than five (5)) days of submission of the family services intake.
- k. The DEPARTMENT will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

Case Initiation Date (Day 1): CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of placement, or date of court-ordered services. The system will use the earliest of these dates as the CID.

Initial Family Assessment & Service Plan:

- l. The CONTRACTOR with designated case planning responsibility must complete the initial family assessment and service plan if services go beyond fourteen (14) days, and submit it to the case manager for approval no later than five (5) days prior to the due date of the initial family assessment and service plan.
- m. The CONTRACTOR of the associated case worker must complete initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment



analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

- n. Where there is a program choice of (child) protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the DEPARTMENT. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.
- o. The CONTRACTOR must complete the initial family assessment and reunification plan and submit it to the Case Manager no later than three (3) business days from intake.

As Build 18 and subsequent Builds are implemented statewide it is expected that CONTRACTOR administration and staff will remain current with ongoing changes, analysis, and interpretation by OCFS through regular monitoring of the OCFS/CONNECTIONS website, ongoing contact with their CONNECTIONS field representative, and attendance at regular Regional (RIST) forums on CONNECTIONS implementation.

The CONTRACTOR shall not release any reports to other agencies, including Family Court, without prior approval of the DEPARTMENT. Such reports must be submitted to the DEPARTMENT for approval five (5) business days prior to the due date.

## **SECTION 5: Program Area**

Consistent with the general requirements of *RFP 2021-068—Prevention Services*, and the goals of mandated prevention services, the following outlines the overall approved proposal of the CONTRACTOR, and the agreement with the DEPARTMENT and the Department of Probation.

### **Clinical Prevention Services with Community and Recreational Supports – Intensive Family Support Program**

The CONTRACTOR will provide Clinical Prevention Services with Community and Recreational Supports through their Intensive Family Support Program (IFSP) that target at risk families with children age birth to five years old. The child or children may be at risk of removal from the home and may or may not also have a history of some form of trauma in their life. The goal of the IFSP is to reduce the risk of removal, reduce trauma triggers in the home and community, and reduce the number of CPS reports. To achieve these goals, the program addresses environmental risks while simultaneously building on supports currently identified by the family. The IFSP Social Worker will meet with the family 2-3 times per week in the home for the first 2-3 months of the case, decreasing in intensity, based on the needs and progress of the family. This program will have **eighteen (18) available slots**.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling

degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with DEPARTMENT staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this, as determined by the clinician's ongoing assessment. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

**Performance targets:**

- 90% of all cases referred will be engaged within twenty-four (24) hours
- 90% of all children will not come into the COUNTY custody while receiving Prevention Services
- 80% of participants will positively change the behavior that referred them to the program
- 80% of participants will reduce the number of indicated CPS reports
- 80% of participants will avoid their child/children entering/re-entering out-of-home care
- 80% of Families will meet their individualized objective
- 80% of Families will increase identified supports (both community and individual)
- 80% of Families will meet their clinical need goals
- 80% of Families will meet their concrete need goals

**Reporting:**

The CONTRACTOR will provide monthly reporting to the DEPARTMENT on census data and tracking of timelines related to the general requirements, as well as the performance targets above. The CONTRACTOR will also provide the DEPARTMENT with an electronic spreadsheet of all tracked data on a quarterly basis. The CONTRACTOR will also track school attendance of all children in families served, in collaboration with their school district.

**Juvenile Justice Prevention Services – Multisystem Therapy**

The CONTRACTOR will implement Multisystem Therapy (MST) for Juvenile Justice Prevention. MST is a well-supported, evidence based program, to help support the complex needs of families and youth at risk of further penetrating the juvenile justice system. MST is to prevent further progression or entry into juvenile justice system by improving family functioning; addressing emotional stability, concrete needs and interpersonal skills of parents and youth; increasing protective factors while decreasing risk factors by removing barriers to treatment and fostering successful engagement. MST is an intensive, family and community based intervention that will serve 60 families annually with at-risk adolescents ages 11-18 who are chronic delinquents and/or substance abusing juvenile offenders at risk of out of home placement.

**Performance targets:**

- 90% of all cases referred will be engaged within twenty-four (24) hours
- 90% of all children will not come into the COUNTY custody while receiving Prevention Services
- 80% of participants will positively change the behavior that referred them to the program
- 80% of participants will reduce the number of indicated CPS reports
- 80% of participants will avoid their child/children entering/re-entering out-of-home care
- 80% of Families will meet their individualized objective
- 80% of Families will increase identified supports (both community and individual)
- 80% of Families will meet their clinical need goals
- 80% of Families will meet their concrete need goals

**Reporting:**

The CONTRACTOR will provide monthly reporting to the DEPARTMENT on census data and tracking of timelines related to the general requirements, as well as the performance targets above. The CONTRACTOR will also provide the DEPARTMENT with an electronic spreadsheet of all tracked data on a quarterly basis. The CONTRACTOR will also track school attendance of all children in families served, in collaboration with their school district.

**Functional Family Therapy Program**

The Functional Family Therapy (FFT) program is an evidence-based practice for youth displaying a range of problematic behaviors including “at-risk” behaviors such as excessive school absences, “acting out,” and incorrigibility; to more serious behaviors such as conduct disorder, violent acting-out and substance abuse. It is a structured, time limited therapeutic intervention that requires full fidelity to the evidence-based model in order to achieve success for youth and families.

The goal of FFT is to prevent the need for placement or re-placement in foster care, to serve as an alternative to detention, and to expedite the reunification of youth transitioning from out of home care. Anticipated outcomes are improvement in school attendance and performance, improved family functioning, prevention of involvement or further involvement in the juvenile justice/child welfare systems; and prevention of the need for out-of-home placement or detention.

The DEPARTMENT is contracting with the CONTRACTOR to provide FFT to 30 families annually who have a youth, ages eleven (11) to eighteen (18), at risk of foster care placement due to either child welfare involvement or juvenile justice involvement.

The Family Court Probation Supervisor, in conjunction with the assigned supervision Probation Officer, will determine which youth and his/her family are appropriate for FFT Services through the CONTRACTOR. Youths who have been formally adjudicated are eligible to be referred for the FFT program. At the discretion of the DEPARTMENT, those youths under the supervision of Probation, whether through formal probation or diversions services, may be referred to the FFT program.. Additionally, target populations to consider are probation involved youth who would be recommended for placement, prior to placement recommendation to Family Court and Adolescent Service Unit youth who are placed and stepping down to the community.

Upon designating a youth appropriate, the Probation Officer or Supervisor will complete a standard COUNTY Prevention referral form, the DEPARTMENT application form (green book) and have a Release of Information signed for the CONTRACTOR. The Family Court Probation Supervisor will then process the referral paperwork to the the CONTRACTOR Prevention designee. The Family Court Probation Supervisor will advise the CONTRACTOR'S Coordinator of the referral and provide appropriate paperwork and information. Probation will also advise the family of the referral. The Family Court Supervisor or a designee will attend meetings as scheduled to assure program success as decided upon by the CONTRACTOR, the DEPARTMENT and Probation. The Probation Officer will make every attempt to attend Family meetings and discharge planning meetings as schedules permit.

### **Tracking / Data**

The Probation Supervisor, along with the CONTRACTOR Coordinator, will keep an accurate list of current enrollees and monitor capacity in the program. Additionally, Outcomes / Performance Targets listed below along with client progress will be completed by the CONTRACTOR and reported to Probation. This information will be shared with the DEPARTMENT Prevention designee, both through emails and the shared DEPARTMENT -Probation database to be developed. Responsibility for entry of data into this system will be the joint responsibility of the Probation Supervisor and the CONTRACTOR Prevention designee. Regular communication will occur between the Probation Officer and the treatment provider. Due to the OCFS connections database not being utilized in conjunction with this service, it is imperative that communication occurs regarding the families involved with the program, especially if other services are involved.

### **Duration in Treatment**

Intervention ranges from, on average, eight (8) to twelve (12) one (1)-hour sessions – twelve (12) sessions is the ideal target for each family with more sessions as needed based on the clinical decision from the therapist/site lead and the family's needs. FFT provides services primarily in the family's home, but will meet the family where they are most comfortable.

### **Outcomes / Performance Measures**

- 85% FFT youth will not enter the DEPARTMENT foster care placements or Detention while involved in the program.

- 90% of families will successfully complete the FFT program.
- 90% of the families who are involved in the program will not enter or reenter probation, the DEPARTMENT custody or detention within six (6) months from their completion of the program.
- 90% FFT youth will not receive a probation violation or brought back to Family Court while involved in the program.
- 90% of all children will be engaged in at least one (1) recreational/community support activity within thirty (30) days of referral
- 85% FFT youth will not commit another offense while involved in the program
- 85% of all youth will not be truant while receiving FFT services.

**The COUNTY reserves the right to amend the funding structure and service programming, in collaboration with the CONTRACTOR, during the course of the contractual agreement in order to most effectively and efficiently meet the overarching goals of preventive services in the COUNTY. It is not the COUNTY'S intent to substantially change the services being provided but to offer flexibility in how these services are managed once the program is in place.**

## **SECTION 6: Fair Hearings**

The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon an application within thirty (30) days of application. The DEPARTMENT will also inform applicants for or recipients of services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Office of Temporary Disability Assistance will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR, upon the request of the DEPARTMENT, shall participate in appeals and fair hearing as witnesses for a determination of issues.

## **SECTION 7: Reimbursement and Service Fees**

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONTRACTOR agrees to accept an amount not to exceed the fees indicated in Exhibit "B" attached hereto and made a part hereof, as full compensation for the services described under this Agreement.

The CONTRACTOR will use preventive dollars only for identified preventive clients. The CONTRACTOR cannot use preventive dollars to reduce CONTRACTOR deficits.

The CONTRACTOR will submit monthly claims on the DEPARTMENT's standardized claim forms within five (5) days following the end of the month of service. **Fees for the services provided shall be payable upon submission of a correctly submitted claim form.**

The COUNTY will reimburse the CONTRACTOR for preventive services as indicated in Exhibit "B" of the contract.

The CONTRACTOR will maximize the use of Medicaid, third-party health insurance, and parent fees as appropriate.

## **SECTION 8: Sanctions**

The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts that purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

The CONTRACTOR and the DEPARTMENT agree that a determination by the State Office of Children and Family Services to deny reimbursement to the DEPARTMENT for the provision of services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased services, from its statutory or contractual obligations to continue to provide services for the child or other children in its care.

In the event that the DEPARTMENT is subjected to sanctions resulting in loss of reimbursement, as defined in the SSL and/or applicable rules and regulations, the DEPARTMENT will pass the sanction on to the CONTRACTOR to the extent that such loss is attributable to the CONTRACTOR. The applicable provisions of this Agreement pertaining to sanctions shall be in accordance with 18 NYCRR 430.13.

## **SECTION 9: General Responsibility of Parties**

The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and program. The CONTRACTOR shall have the responsibility for day to day provision of services for each child serviced by it in accordance with this Agreement and with appropriate State Office of Children and Family Services Regulations.

The CONTRACTOR will maintain sufficient staff, facilities, and equipment in accordance with the Regulations of the State Office of Children and Family Services in order to provide the services set forth in the Agreement.

The DEPARTMENT agrees to notify the CONTRACTOR of persons who are assigned to monitoring responsibility for Child Protective Services recipients receiving services from the CONTRACTOR.

## **SECTION 10: Books, Records and Reports**

The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording including ASFA, as applicable) for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Office of Children and Family Services Regulations.

All information contained in the CONTRACTOR's files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Agency Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The records of individual recipients of services, including psychiatric and psychological records, shall be made available to the DEPARTMENT upon request for consultation or review and for case planning.

The CONTRACTOR will maintain statistical records and a monthly database to include at a minimum the information contained in the monthly report (Appendix B). On a monthly basis, the CONTRACTOR will submit these reports to the DEPARTMENT. The CONTRACTOR will provide the DEPARTMENT with a copy of their annual report upon completion. The CONTRACTOR agrees to conduct annual client satisfaction surveys and furnish this data to the DEPARTMENT. The CONTRACTOR agrees to furnish additional data at times prescribed by and on forms supplied by the DEPARTMENT.

The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized COUNTY, State, and/or Federal personnel.

The CONTRACTOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for services to which they relate, during which time authorized COUNTY, State, and/or Federal auditors shall have full access to and the right to examine the same.

In addition, pursuant to this Agreement, and until the expiration of six (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Agency of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

## **SECTION 11: Accountability**

The DEPARTMENT will establish methods to evaluate the provision of services by the CONTRACTOR pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In

implementing the foregoing, the CONTRACTOR recognizes that the COMMISSIONER, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the CONTRACTOR with regard to the services provided to the children referred hereunder.

The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of services under this Agreement, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

The DEPARTMENT shall confer with the CONTRACTOR at a minimum of twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of plans and of achieving the goals stated therein, and data related to service outcomes and outcomes of site visits. These semi-annual reviews shall include determination of compliance to contract requirements, and focus on promoting continuous program improvement.

If the CONTRACTOR significantly does not conform to the provisions of this Agreement after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the State Office of Children and Family Services as it deems necessary.

The CONTRACTOR covenants and agrees that neither it nor any of its directors, officers members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR's performance of the service defined in Section 1. The CONTRACTOR further covenants that in the performance of this Agreement no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this Agreement.

## **SECTION 12: Assignments**

The CONTRACTOR specifically agrees as required by Section 109 of the New York General Municipal Law that the CONTRACTOR is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the CONTRACTOR'S right, title, or interest therein without the previous written consent of the DEPARTMENT.

As part of this Agreement, the CONTRACTOR shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the DEPARTMENT and subject to such conditions and provisions as the DEPARTMENT may deem necessary.



### **SECTION 13: Non-Discrimination**

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONTRACTOR agrees that neither it nor its subcontractor shall, by reason of race, creed, color, national origin, age, sex, sexual orientation or disability: (a) discriminate in the hiring of any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

### **SECTION 14: Accounting Records and Audits**

If the CONTRACTOR is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the DEPARTMENT within ten (10) days after receipt by the CONTRACTOR of the final audit and the exit conference results, if any. If the CONTRACTOR is not subject to an annual audit by an agency of the United States government but receives from the DEPARTMENT funds in excess of \$50,000 in its fiscal year, then the CONTRACTOR shall engage an independent auditor acceptable to the DEPARTMENT to:

1. review the record and accounts of the CONTRACTOR;
2. render an opinion as to the accuracy and sufficiency of the CONTRACTOR'S records and accounting methods; and
3. render an opinion of the CONTRACTOR'S financial position for the fiscal year being audited and any change therein, including, but not limited to, its net income or net loss.

The audit report by the independent auditor shall be submitted to the DEPARTMENT and the COUNTY Comptroller within ten (10) days of its receipt by the CONTRACTOR.

### **SECTION 15: Suspension and Debarment**

The CONTRACTOR certifies that its company/entity and any person associated therewith in the capacity of independent CONTRACTOR, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a) is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c) does not have a proposed debarment pending; and
- d) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

## **SECTION 16: Relationship**

The CONTRACTOR is, and will function as, an independent CONTRACTOR under the terms of this Agreement and shall not be considered an agent or employee of the DEPARTMENT or the COUNTY for any purpose, and the employees and representatives of the CONTRACTOR shall not in any manner be, or be held out to be, agents or employees of the COUNTY.

## **SECTION 17: Indemnification**

The CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its employees and agents, from and against all claims, damages, losses and expenses

(including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the CONTRACTOR, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

## **SECTION 18: Insurance**

- 18.1 CONTRACTOR shall procure and maintain for the entire term of this Agreement, without additional expense to the COUNTY, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the COUNTY as an additional insured. Such policies may only be changed upon thirty (30) days written approval by the COUNTY.
- 18.2 CONTRACTOR shall, prior to commencing any of the services outlined herein, furnish the COUNTY with Certificates of Insurance showing that the requirements of this article have been met. The CONTRACTOR shall also provide the COUNTY with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the CONTRACTOR has delivered the Certificates of Insurance to the COUNTY. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance certificates as provided above, the COUNTY may declare this Agreement suspended, discontinued or terminated.
- 18.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the CONTRACTOR shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The CONTRACTOR shall require any subcontractor authorized by the COUNTY to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule "A" of this Agreement.

## **SECTION 19: Miscellaneous**

The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract and that it has not been in default and is not in default as surety, CONTRACTOR or otherwise.

The CONTRACTOR warrants that it and its service staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. The CONTRACTOR further agrees to keep such documents in full force and effect during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

As part of this Agreement, the CONTRACTOR agrees to never redisclose information of the child's health history regarding a diagnosis of AIDS or HIV-related illness or HIV infection or an HIV-related test, except only (1) when redisclosure is for the purpose of providing medical care or treatment for the child; or (2) if redisclosure is specifically authorized in writing by the COMMISSIONER or a designated representative in accordance with Section 2782 of the Public Health Law. Where confidential HIV-related information must be disclosed, it must be accompanied by the following written statement:

“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 HIV-related information without the specific written consent of the person to who 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.”

The terms AIDS, HIV-related test, HIV-related illness, HIV-infection and confidential HIV-related information are defined in section 360.8.1 of Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York.

As part of this Agreement, the CONTRACTOR agrees to comply in all respects with the provisions of this Agreement and the Appendices attached hereto and made a part hereof.

## **SECTION 20: Term & Termination of the Agreement**

- 20.1 The services to be performed herein shall commence on January 1, 2022, and shall continue in effect through December 31, 2022, provided however, that either party shall have the right at any time to terminate the service required by this Agreement by sixty (60) days written notice of such termination.
- 20.2 The Contract as executed is a one-year contract, but has the option of two (2) additional one (1) year renewal at the sole discretion of the COUNTY.
- 20.3 The parties hereto shall have the right to terminate this Agreement upon

failure of either party to fulfill in timely and proper manner its obligations under this Agreement.

20.4 Notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty (30) days from the date of notice. In any event the effective date of termination shall not be later than the expiration date of this Agreement.

20.5 Upon termination or upon expiration of the terms of this Agreement:

20.5.1 Prior to the expiration date, the DEPARTMENT will arrange for the replacement in another agency of the Public Charges then placed with the CONTRACTOR. In order to reimburse that agency for all public charges not placed by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this Agreement prior to the date of termination.

20.5.2 The CONTRACTOR shall comply with all DEPARTMENT close- out procedures including but not limited to:

20.5.2.1 Account for and refund to the DEPARTMENT within six (6) months any overpayment which has been made to the CONTRACTOR and/or any sanctions pursuant to this contract.

20.5.2.2 Except as provided in subparagraph 20.5.1, not incur or pay any further obligation to be reimbursed to it under this Agreement beyond the termination date.

20.5.2.3 Transmit to the DEPARTMENT or its designee, upon written request, copies of all books, records, documents, and materials pertaining to the financial details of any services provided under the terms of this Agreement.

## **SECTION 21: Non-Appropriations Clause**

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the COUNTY for payment under this Agreement. The COUNTY will immediately notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

## **SECTION 22: Remedy for Breach**

In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute CONTRACTOR to satisfactorily complete the contract work, together with the COUNTY'S own costs incurred in procuring a substitute CONTRACTOR.

## **SECTION 23: Freedom of Information Law**

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. CONTRACTORS intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the CONTRACTOR must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE CONTRACTOR BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

## **SECTION 24: MacBride Principles**

24.1 CONTRACTOR hereby represents that said CONTRACTOR is in compliance with the MacBride Principles of Fair Employment as set forth in COUNTY Local Law No. 3 for 1993, in that said CONTRACTOR either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the COUNTY reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993 including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract in default and/or seeking debarment or suspension of the CONTRACTOR.

## **SECTION 25: Protected Health Information**

To the extent that the CONTRACTOR, by its delivery of services under the terms of this AGREEMENT, comes into possession of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996, it agrees to comply with the terms of Appendix "A" attached hereto and made a part hereof.

## **SECTION 26: Affirmative Action Requirements**

26.1 It is the policy of the COUNTY that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the COUNTY

and its several agencies and authorities. The COUNTY commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the COUNTY that CONTRACTORS and subcontractors utilize minority and women labor to the greatest extent feasible.

26.2 In proposing on this contract, the CONTRACTOR acknowledges an understanding of this policy. The CONTRACTOR shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

26.2 In an effort to assist CONTRACTOR with compliance of this provision, attached hereto is Article SC19-Affirmative Action Plan and Agency of Affirmative Action Compliance Forms.

### **SECTION 27: Governing Law**

This contract shall be governed by the laws of the State of New York. The designated venue is Albany County, New York.

### **SECTION 28: Cooperation**

The Parties shall cooperate with each other, their representatives, agents and employees such that the work may proceed expeditiously and economically. The CONTRACTOR shall observe all COUNTY security requirements.

### **SECTION 29: Modification**

This Agreement may only be modified by a written amendment executed by the Parties.

### **SECTION 30: Invalid Provisions**

If any terms or provisions of this Agreement shall be held, by a court of competent jurisdiction, to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

### **SECTION 31: Available Data**

All technical or other data relative to the work in the possession of the COUNTY or in the possession of the CONTRACTOR shall be made available to the other party to this Agreement without expense to the other party.

### **SECTION 32: Extra Work**

If the CONTRACTOR is of the opinion that any work the CONTRACTOR has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the CONTRACTOR shall promptly notify the COUNTY. The Parties shall mutually determine whether such work is in fact beyond the scope of this Agreement. In the event that it is determined that such work does constitute extra work, the COUNTY

shall provide additional compensation to the CONTRACTOR on a negotiated basis for work authorized by the COUNTY and performed.

### **SECTION 33: Notices**

All notices and documents required to be given to the COUNTY pursuant to this Agreement shall be given to:

Office of the County Attorney  
112 State Street, Room 600  
Albany, New York 12207-2021

### **SECTION 34: Licenses**

The staff members of the CONTRACTOR who are providing nursing services under this Agreement will at all times be duly licensed in the State of New York. Said license shall reflect that the staff member is a Registered Nurse, or, if applicable, a Licensed Practical Nurse or other appropriate medical professional approved by the DEPARTMENT. A photocopy of such license must be provided to the DEPARTMENT upon request.

### **SECTION 35: Ownership of Materials**

All client/patient records and other forms, reports, statistics, and materials shall be retained by and at the COUNTY.

### **SECTION 36: Dissolution or Change in Legal Status**

The CONTRACTOR shall give the COUNTY thirty (30) days prior written notice of any change in legal status or dissolution of CONTRACTOR during the term of this Agreement.

### **SECTION 37: Iranian Energy Sector Divestment**

The CONTRACTOR hereby represents that the CONTRACTOR is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the CONTRACTOR has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY

DATE:\_\_\_\_\_

BY:\_\_\_\_\_

Daniel P. McCoy  
Albany County Executive

Or

Daniel C. Lynch  
Deputy County Executive

CAYUGA CENTERS

DATE:\_\_\_\_\_

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_



STATE OF NEW YORK)  
COUNTY OF ALBANY ) SS.:

On the \_\_\_\_ day \_\_\_\_\_, 2022, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK)  
COUNTY OF ALBANY ) SS.:

On the \_\_\_\_ day \_\_\_\_\_, 2022, before me, the undersigned, personally appeared Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK)  
COUNTY OF ALBANY ) SS.:

On the \_\_\_\_ day \_\_\_\_\_, 2022, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

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NOTARY PUBLIC

## SCHEDULE "A"

### INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

Liability for:

Combined Single Limit:

Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

## **APPENDIX “A”**

### **OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504**

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONTRACTOR herein shall be considered a “Business Associate.” The following terms are hereby incorporated in this Agreement and shall be binding upon the parties hereto:

#### **A. DEFINITIONS**

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean CAYUGA CENTERS.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County of Albany and/or the Albany County Department for Children, Youth and Families.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “Subcontractor” – shall have the same meaning as the term “subcontractor” in 45 CFR Section 160.103.

#### **B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as

provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).

3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

## **C. PERMITTED USES AND DISCLOSURE**

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

## **D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS**

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

#### **E. PERMISSIBLE REQUESTS BY COVERED ENTITY**

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

#### **F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION**

1. The term of this Agreement shall be January 1, 2022 and shall continue in effect through December 31, 2022. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

(a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

(b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or

(c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

#### **G. EFFECT OF TERMINATION**

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

#### **H. MISCELLANEOUS**

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

**Exhibit “A”**  
Proposal of Services



# Exhibit “B”

## Fees

CAYUGA CENTERS	Units of Service:	Per Diem Rate:	Annual Contract:
Clinical Prevention Services Intensive Family Support Program	18 Slots	\$39.65	Total Not To Exceed: \$241,317.00
Juvenile Justice Prevention.- Multisystem Therapy (MST)	20 slots	\$79.31	Total Not To Exceed: \$578,947.00
Functional Family Therapy (FFT).	30 slots	\$39.65	Total Not To Exceed: \$434,168.00

# **Appendix “B”**

## **Family Court Report**

# **Appendix “C” Monthly Report**

# **Appendix “D”**

## **Relative Data Checklist**