ERIE COUNTY
DEPARTMENT OF MENTAL HEALTH
CONTRACT

THIS CONTRACT, made as of the **20th** day of December, 2013 by and between THE COUNTY OF ERIE, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the "County"), and acting by and through the ERIE COUNTY DEPARTMENT OF MENTAL HEALTH (the "Department") and **ERIE COUNTY CHAPTER NYSARC, Inc. a.k.a. HERITAGE CENTERS, INC.** (the "Agency"), a not-for-profit corporation, having its principal place of business at **101 Oak Street, Buffalo, New York 14203.**

THE TERM of this Contract shall be for one (1) year commencing on **January 1, 2014** and terminating on **December 31, 2014.**

W I T N E S S E T H:

WHEREAS, the parties hereto desire to implement Article 41 of the New York State Mental Hygiene Law and desire to make available mental health, alcohol and substance abuse, and developmental disabilities services to individuals in support of local systems of care consistent with local priorities;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Agency agrees to provide behavioral health services for and within Erie County as specified in the "Scope of Work" hereto attached and incorporated herein as Appendix A. No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 24 below.

2. In support of such behavioral health services, the County agrees to pay to the Agency, subject to the terms and conditions enumerated herein, **$ 525,852.** Quarterly contract payments will be advanced to the agency based on 25% of the net contract value and may be adjusted for any over advance from prior reporting quarters or prior contract close-outs or for Agency historical spending patterns which have resulted in prior period over payments. Over/under advance payments analysis, including any necessary adjustments will be completed quarterly by the Department using the Contract Financial Performance Report (the "CFPR"). Advance payments are contingent upon timely and accurate submission of original invoices as outlined in the Erie County Department of Mental Health Procedure Manual, which is hereto attached and incorporated herein as Appendix B and all required contract documentation per the Department Payment

Suspension Policy. Supplemental advances, as outlined in Appendix B are allowable based on prior review and approval by the County. The County also reserves the right to modify and/or withhold all or a portion of advance payments to the Agency contingent upon receipt by the County of, State, Federal or other revenue streams supporting the contract.

The Department may impose a payment suspension in the event the Agency fails to comply with the timely submission of valid insurance certification, required program, service or fiscal documentation, reports or other material. Upon receipt of overdue items, the Department will resume advance payments.

Payments shall be made on invoices submitted to the Department and approved by the Department. The Department will approve payments on a scheduled basis and in accordance with investigations, as set forth in Appendix B.

If, in order to perform its obligations under this Contract on a timely basis, the Agency requires the use of an additional part of said amount prior to such payment dates, the County may, upon approval of the Erie County Budget Director ("Budget Director"), pay to the Agency from time to time such amounts as the Budget Director may determine.

3. This Contract shall be deemed executory only to the extent of funds available and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

   This Contract is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Contract upon reasonable prior written notice.

   The parties recognize and acknowledge that the obligations of the County under this Contract are subject to annual appropriations by the Erie County Legislature. Therefore, this Contract shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Contract beyond funds appropriated and available for payment pursuant to this Contract. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Contract constitute a

pledge of the general tax revenues, funds or monies of the County. The County shall pay amounts due under this Contract exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Contract or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County's current budget, the County Executive may reduce the total amount of funds in this Contract upon ten (10) days written notice. In such event, the Agency shall be compensated and the County shall be liable only for payment for services already rendered under this Contract, prior to the effective date of termination. Upon receipt of notice that the County is terminating this Contract in its best interests, the Agency shall stop work immediately and incur no further costs in furtherance of this Contract without the express approval of the Commissioner, and the Agency shall direct any approved sub-agencies to do the same. The Agency shall work with the Department to develop a termination plan including, but not limited to, a transition plan for clients to ensure a smooth discharge or referral to other appropriate levels of care, a staffing plan for employees who may be impacted and a deliverables plan providing alternative dates for submission of required reports under this Contract.

5. The Agency shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Agency shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Agency pursuant to this Contract.

6. The Agency agrees to furnish to the County any management letter, if issued, and independent auditor's report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Agency also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Agency in the

public interest. No such membership list shall be available for any commercial use.

8. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

9. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Contract shall be brought in the County of Erie.

10. To the extent that the funds provided by this Contract are for specific activities or services, the Agency agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices thereto attached, at such times as the County may determine, in such form and detail as may be required by the County, and a final account within ninety (90) days after the close of the Agency's fiscal year.

11. The County may, at its option, audit such books and records of the Agency as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this Contract may be disallowed by the County, and pursuant to State and/or Federal funding sources, and shall be subject to refund by the Agency to the County.

12. The Agency shall establish and maintain a fee schedule for services to clients not eligible for third party reimbursement where required by New York State law, rules and regulations. The Agency shall maintain its eligibility for reimbursement under any local, New York State and/or Federal program, which provides payment for Contract Services on behalf of programs for which the Agency is currently eligible and shall apply for reimbursement under programs for which the Agency becomes eligible during the term of this Contract. The Agency shall use its best efforts to maximize Agency Income. All income received by the Agency with respect to funds received under this Contract or, as a result of the provision of Contract Services, must be included in the Agency's calculation of the amount of Agency Income. If the Agency Income exceeds the Estimated Income for Contract Services under this Contract, the parties may renegotiate the terms of this Contract to correspondingly show a change in the Gross Contract Total and/or Net Contract Total. If the Agency Income is less than the Estimated Income set forth in the documentation previously provided to the Department, because of reasons beyond the

Agency's control as determined by the County, after consultation with the Agency and its Board of Directors, the County and/or the Offices of New York State subject to the County Legislature's authorization, the availability of County and/or State funds, and the competing demands for such funds shall undertake to provide additional funds to the Agency. If additional funds are not available, the Agency may be required to modify service provisions consistent with Department direction and/or seek other sources of program funding.

13. The Agency agrees to perform the behavioral health services, which are the object of this Contract, as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

14. The Agency shall employ personnel as outlined in the Program & Contract Management System or CareManager System. The Agency shall provide and maintain sufficient qualified staff necessary to ensure the delivery of safe and effective Contract Services. The Agency shall be responsible for all training and retraining of staff providing Contract Services under this Contract. The Agency is responsible for establishing personnel policies. The Agency shall implement appropriate privacy and security safeguards to protect the confidentiality, integrity and availability of protected health information, including but not limited to privacy and security policies, employee training, and access, use and disclosure restrictions.

15. The Agency shall complete and submit all information, forms, programs and fiscal reports, and associated software required by local, New York State and/or Federal law, rules and regulations and requested by the County and/or Offices of New York State. The Agency shall submit to the County, through the Department, a copy of all documents, reports and forms the Agency and/or its subcontractors submit to the Offices of New York State. The Agency shall deliver to the County, through the Department, a copy of its annual report of the board of directors immediately upon completion as required to be prepared by New York State Not-For-Profit Corporation Law, Article 5 Section 519. The Agency shall complete and submit all information, forms and reports requested by the County and/or the Offices of New York State consistent with Appendix B and the Erie County Documentation Calendar, and applicable local, New York State and Federal laws rules and regulations.

16. The Agency shall comply with such present and future rules and regulations of the New York State Office of Mental Health, Office of Alcohol and Substance Abuse Services, Office of People with Developmental Disabilities, New York State Division of Criminal Justice Services, and the United States Department of Housing and Urban Development ; regulations of the State of New York and/or Federal Government, as well as any funding authority not expressly mentioned herein, and resolutions of the County which are not inconsistent with this Agreement.

Notwithstanding any other provision(s) of this Agreement, the Agency remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and local laws, rules, and regulations including but not limited to:

a) Consolidated Fiscal Reporting: Software, forms and instructions to support the filing requirements can be found on the NYS OMS website at the following location: http://www.oms.nysed.gov/rsu/Manuals_Forms/Manuals/CFRManual/home.html

b) New York State Office of Mental Health Aid to Localities Spending Plan Guidelines: guidelines, fiscal control points and other rules can be found on the NYS OMH website at the following location:

http://www.omh.ny.gov/omhweb/spguidelines

c) New York State Office of Alcohol and Substance Abuse Local Services Bulletins: bulletins describing policy, purpose, procedures can be found on the NYS OASAS website at the following location: http://www.oasas.ny.gov/mis/bulletins/index.cfm

d) Grant contracting and reporting forms for the NYS Division of Criminal Justice Services can be found at the following location: http://www.criminaljustice.ny.gov/ofpa/forms.htm,

e) Information pertaining to contracting for the United States Department of Housing and Urban Development can be found at the following location: http://www.hudhre.info/

f) The Health Insurance Portability and Accountability Act of 1996.

The Agency shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, sub-consultants and others employed to render the services hereunder.

17. The Agency shall be fully accountable for its performance, as well as, quality improvement reporting to the Department, under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

18. The Agency shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County. The Agency shall not subcontract

any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Contract without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Agency that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Agency and the Agency shall ensure that such subcontracted service is subject to the material terms and conditions of this Contract.

19. The Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract including, but not limited to damages arising from intention or negligent actions related to the use or disclosure of protected heath information and to bear all other costs and expenses related thereto.

20. During the term of this Contract, the Agency agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability-with a minimum combined single limit of bodily injury and property damage of $1,000,000.00 per occurrence and general aggregate of $1,000,000.00, including premises and operations, products and completed operations, independent contractors, contractual liability (sufficient to cover all liability assumed under contracts with the County) and personal injury liability; Automobile Liability – with a minimum combined single limit of liability for bodily injury and property damage of $1,000,000.00 each occurrence, and shall include owned hired and non-owned autos; Excess "Umbrella" Liability with a minimum of liability of $1,000,000.00; Professional Liability with a minimum limit of liability of $5,000,000.00; Property Insurance, providing sufficient coverage for property and contents within; Workers' Compensation and Employers' Liability, providing statutory coverage in compliance with the Workers' Compensation Law of the State of New York; and Disability Benefits, providing statutory coverage in compliance with the New York State Disability Benefits Law. The Agency shall provide a Certificate of Insurance as evidence of such coverage(s). The Agency shall provide Certificates of Insurance on the County of Erie Standard Insurance Certificate or its equivalent, except for Certificates of Insurance evidencing Workers' Compensation and Employers' Liability, statutory coverage in compliance with the Workers' Compensation Law of the State of New York, and Disability Benefits, which shall be provided on industry standard forms. All Certificates of Insurance shall be attached hereto as Appendix C.

21. The County and the Agency and their respective employees are not and shall not be

considered as joint ventures', employees, partners or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Agency to any person for any debts incurred by the other.

22. If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

23. In the event of a breach or default by the Agency of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Agency and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Agency of all or part of the funds granted to the Agency under this Contract. In such event, the Agency shall be compensated and the County shall be liable only for payment for services already rendered under this Contract prior to the effective date of termination. Upon receipt of notice that the County is terminating this Contract in its best interests, the Agency shall stop work immediately and incur no further costs in furtherance of this Contract without the express approval of the Commissioner, and the Agency shall direct any approved sub-agencies to do the same. The Agency shall work with the Department to develop a termination plan including but not limited to a transition plan for clients to ensure a smooth discharge or referral to other appropriate levels of care, a staffing plan for employees who may be impacted and a deliverables plan providing alternative dates for submission of required reports under this Contract.

24. The Agency agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

25. The Agency agrees to acknowledge in any and all promotional material, publications, and presentations the fact that the Agency receives financial support from the County.

26. Except as specifically provided otherwise in this Contract, the use of County Funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

27. The County strongly encourages all not-for-profit agencies that Contract with the County to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

28. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

    In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

29. Nothing herein is intended, or shall be construed, to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

30. All notices of any nature referred to in this Contract shall be in writing and either sent to the County by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or, to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner of Mental Health
95 Franklin Street, Room 1237
Buffalo, New York 14202

With copy to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Agency: at the address first stated above

31. The Agency represents and warrants to the County as follows:

a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Agency and that this Contract has been signed by a duly authorized officer of the Agency.

b. That this Contract is valid and enforceable against the Agency in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Agency's certificate of incorporation or by-laws, or Contract, mortgage, or lien which would limit or prohibit the Agency from fully performing the terms and condition of this Contract.

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

COUNTY OF ERIE

By: _____ Date: _____
MARK POLONCARZ / RICHARD TOBE
County Executive/Deputy County Executive

Approved as to content:

By: (Electronically Signed)_____ Date: _____
ELLERY REAVES, MPA
Commissioner
Erie County Dept. of Mental Health

Approved as to form:

By: (Electronically Signed)_____ Date: _____
ERICKA S. BENNETT
Assistant County Attorney

ERIE COUNTY CHAPTER NYSARC, d.b.a. HERITAGE CENTERS

By: Barbara Battaglia Date: 12/23/13
BARBARA BATTAGLIA
Board President

2014 ERIE COUNTY DEPARTMENT OF MENTAL HEALTH

Contract #: _____ (Will be provided by the County Attorney's Office)

AGENCY

STATE OF NEW YORK)

COUNTY OF ERIE) ss:

On this 23rd day of Dec. 2013., 2014 before me personally came Barbara Battaglia to me known, who being by me duly sworn, deposes and says: that he/she resides at 3401 Calvano Dr. in Grand Island, New York; that he/she is the Board President of Heritage Centers, the corporation described herein and which executed the forgoing Agreement; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Mary Jo Malinowski

Notary Public

MARY JO MALINOWSKI
Notary Public, State of New York
No. 01MA4783185
Qualified in Erie County
Commission Expires 02/22/15

Please note that the following will be appended to the Contract:

Appendix A – Scope of Service

Appendix B - Procedure Manual

Appendix C – Insurance Certificate(s)

FUNDING AUTHORIZATION SUMMARY

2014

Appendix A

Funding Authorization Summary

Depart

)130 Heritage Centers (NYARC Erie)

t Designation	Total Budget	OMH	OMH SOC	OPWDD	OASAS	HUD
	936,056	0	0	936,056	0	0
itribution	-410,204	0	0	-410,204	0	0
	0	0	0	0	0	0
	525,852	0	0	525,852	0	0
	465,440	0	0	465,440	0	0
pport	60,412	0	0	60,412	0	0

2013
APPENDIX A
SCOPE OF WORK
(A.1.2 – PCMS)

Appendix A1.2

Provider: HERITAGE CENTER (ARC ERIE)
Site: Day Training
Program Code: 0330
Disability: DD
Site ID: 01
Status: Approved

Comments: minor edits to narrative. Changes to staff and particpant numbers

Service Description: Day Training - Serves individuals with developmental disabilities ages birth to death. Smaller programs specializing in children serves ages 5 to 21. Such programs are Summer Fun Club and the Teen Awareness Program.
Respite - In-home staff provide services directly to the consumer in his/her home environment. The service provides skill building to the consumer while allowing the family member or care giver time for himself or herself. The service includes teaching and training in all areas of daily living. Changing demographics have shifted in the developmentally disabled population that warrant forensic monitoring. This includes providing services to families that have consumers involved in neglect, abuse and instances of crime. Respite also allows caregivers the opportunity to enroll their child in the six-week Summer Fun Respite Program. The program runs during school break and focuses on recreational and educational outings outside of the home giving families relief from the stress of care giving. A five-day overnight respite is an opportunity for consumers to attend Camp Kiwanis. At Camp Kiwanis consumers learn arts and crafts, play sports, swimming, cooking and eating as well as socialization.
Teen Awareness Program (TAP) - A twelve-month after school program focusing on pregnancy prevention, health education, educational outings, self help and character building.
Camp Kiwanis - This program is offered in the third week of August. It's a collaboration with the local Kiwanians who provide a small portion of the funding. Developmentally disabled children and teens are provided services at Cradle Beach for 6 days and 5 nights. Activities include swimming, crafts and nature hikes. Both ambulatory and non-ambulatory are served.
Summer Fun - This program is offered during July and August and provides summer time activities for school-aged children. Activities include crafts, picnics and day trips in the community.
Legal and Advocacy - A staff attorney provides consultation on a variety of legal issues that service coordinators and families encounter (non-criminal). Guardianship, estate planning and any restrictions of consumer rights are handled by this program.

Target Population: Developmentally disabled, males and females and their families and/or advocates, ages 5 through 64. Individuals primarily reside in the City of Buffalo and its surrounding first-ring suburbs.

Special Population: Not applicable.

Notes:

Site Address:	2643 Main St. Buffalo NY 14214
Site Administrator:	Michael Sagnibene
Operating Hours:	M-F 830am-430pm
Evidence Based Practice:	No
- If yes, specify sanctioning organization or description of performance measurement system.	
Direct Service FTEs:	7.45
Average Length of Stay:	2+
# Of Ind Served - Actual Prior Year:	246
# Of Ind Served - Annualized Current Year:	237
# Of Ind Served - Projected For Contract Year:	214
# Of Ind By Age 0 To 17 - Annualized For Current Year:	120
# Of Ind By Age 18 To 64 - Annualized For Current Year:	94
# Of Ind By Age 65 And Over - Annualized For Current Year:	0
# Of Ind By Gender - Female Annualized For Current Year:	79
# Of Ind By Gender Male Annualized For Current Year:	135

Appendix A1.2

Provider: HERITAGE CENTER (ARC ERIE)
Site: LTSE
Program Code: 0340
Disability: DD
Site ID: 01
Status: Approved

Comments: Minor changes to narrative. Changes to participant numbers

Service Description: Allentown Industries, the Vocational and Day Services Division of Heritage Centers, has provided a continuum of vocational services to Erie County residents with disabilities since 1964. Our Work Activities and Prevocational Programs offer individuals the opportunity to develop work habits and skills while providing the opportunity to earn wages based on individual productivity. The programs stress the ongoing development of independent living skills and increased wages. The Work Activities Program, in conjunction with enclave opportunities and intensive/extended supported employment services, provides individuals the opportunity to develop skills that will lead to a successful placement in an integrated work setting. We contract with ACCES-VR to provide vocational evaluations, career exploration, work skill development and placement services. We have two social skills trainers that provide training in community integration and healthy lifestyles. Our Day Habilitation Program provides services and supports to individuals with significant cognitive, physical and/or medical disabilities. The Evaluation Unit and the Supported Employment Program offer transitional services to students for area school districts, including vocational assessment, career exploration, paid and unpaid internships and other services as requested. Transportation services to the Day Habilitation and Work Activities Center are provided through contracts with private transporters and with agency-owned vehicles. We have a Transporatation Manager, who, in addition to coordinating transportation services, does mobility assessments and training to assist individuals in becoming community mobile. Individualized Habilitation Plans are developed detailing the supports and services every individual needs to achieve his/her valued outcome. The majority of individuals receive funding through the Medicaid Home and Community Based Waiver. Funding is also secured through ACCES-VR,OPWDD and the ECDMH. All services are provided by fully trained staff appropriate to the service being delivered.

Target Population: Developmentally disabled male and female individuals between the ages of 17 through 75+ years primarily residing in the City of Buffalo and its first ring suburbs.

Special Population:

Notes:

Site Address:	101 Oak St. Buffalo NY 14203
Site Administrator:	Joseph La Porta, Asst. Exec. Director OPWDD Oper.
Operating Hours:	8:00 a.m. to 4:30 p.m.
Evidence Based Practice:	No
- If yes, specify sanctioning organization or description of performance measurement system.	
Direct Service FTEs:	10.93
Average Length of Stay:	4+
# Of Ind Served - Actual Prior Year:	258
# Of Ind Served - Annualized Current Year:	383
# Of Ind Served - Projected For Contract Year:	340
# Of Ind By Age 0 To 17 - Annualized For Current Year:	0
# Of Ind By Age 18 To 64 - Annualized For Current Year:	301
# Of Ind By Age 65 And Over - Annualized For Current Year:	82
# Of Ind By Gender - Female Annualized For Current Year:	185
# Of Ind By Gender Male Annualized For Current Year:	198

APPENDIX B
ERIE COUNTY DEPARTMENT OF MENTAL HEALTH
PROCEDURE MANUAL

ERIE COUNTY
DEPARTMENT OF MENTAL HEALTH

PROCEDURE MANUAL FOR CONTRACT AGENCIES

COUNTY OF ERIE

Mark C. Poloncarz
County Executive

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October 30, 2013 revision

INTRODUCTION

This manual applies to contracted mental health, developmental disabilities, and alcohol and substance abuse services and programs covered under an Erie County contract.

This manual describes the procedures, reporting requirements and reimbursement methodologies updated to include the Performance and Contracting Management System, referred to as PCMS through the remainder of this document. PCMS is available at https://ccsiconnect.org/login.aspx.

It is possible that unanticipated technical problems or omissions may arise and/or be identified. Such occurrences will be addressed, corrected, and may require and result in a modification to this manual.

Please note that beginning in 2011, the Department has not imposed retrospective funding adjustments when Agencies do not attain Performance Measure targets. However, the Department will address Performance Measure and Quality Improvement issues through a collaborative process that could include focused quality improvement plans, site visits, plans of corrective actions, and possibly prospective reduction or reallocation of funding.

100 PROGRAM SERVICES GUIDELINES

110 Program Services Policies & Procedures

The Agency will develop and maintain an updated Procedure Manual. It is the responsibility of the Agency to assure provision of services by professional staff consistent with the Mental Hygiene Law, the New York State Codes, Rules, and Regulations, the Program/Budget Submission of the Agency, and the Agency's Program Services Policies & Procedures Manual. The manual describes the Agency's policies, practices, and procedures designed to assure high quality care and service to consumers.

120 Standards for Program Services

Agencies should operate consistent with all applicable regulations for the operation of programs to serve the mentally disabled as established in New York State Law and in regulations of the applicable Offices of New York State. Agencies must also meet any applicable standards or regulations as required for funding or service delivery by other departments of State or Federal government including the NYSCRR, and Federal Rules and Regulations.

These standards establish the minimum contract requirements for the operation of programs. Additional requirements for quality of care are specified in Section 130.

130 Quality Improvement

Quality Improvement is more than the development of a plan. It is an active integration of data collection, monitoring and understanding the relationship between practice and outcomes. This is achieved through both the administration and management of a program as well as group and individual clinical supervision. It is through a combination of integrated management and clinical practices that improvement opportunities are identified and effective solutions are implemented.

Although the Department is not requiring a Quality Improvement Plan or subsequent quarterly reports as a contract deliverable, the Department continues to require each contracted agency to engage in rigorous Quality Improvement activity and reserves the right to request the same should performance concerns arise. For example, deficiencies identified through New York State and/or County Site Visits may require a Quality Improvement plan to be developed and implemented by the Agency that includes a management plan and/or actual resolution of deficiencies prior to execution of the following year contract.

The Agency Quality Improvement Plan must have the capacity to identify potential or realized problems in services delivered and lead to effective corrective actions. Agencies must demonstrate evidence of the use of information or analyses derived from quality improvement activities. No direct tie of Quality Improvement to reimbursement is established. .

The Quality Improvement Plan includes: staff and board champions, outcomes, performance measures, action and targets to be achieved.

140 Performance Reports

Agencies will complete periodic performance reports, as specified on the documentation calendar on PCMS. If not specified, reports are to be quarterly. Consistent with the practice to outcome model, the Department may also require Agencies to track data on fidelity to practice, and make supplemental data available to the Department on request.

200 PROGRAM AND FISCAL REVIEW GUIDELINES

210 Program and Fiscal Review

Each Agency is responsible for implementing the program of services consistent with: (1) local laws, (2) New York State Mental Hygiene Law, Codes, Rules, Regulations, (3) Federal laws and regulations and (4) the approved contract and its appendixes.

220 Site Visits

The Department's Site Visit reviews of each Agency may be conducted on a periodic basis to assess quality of care, program effectiveness and efficacy of services. Site reviews may occur through both on site visits and review of written documents. Site reviews may be announced or unannounced. The Site Visit may be coordinated with similar reviews conducted by the Department and/or New York State Offices with Agency oversight responsibilities wherever possible. Site reviews may include, but not be limited to: record reviews, Board, staff & consumer interviews, and observation of program operations. All site review procedures utilized by the Department will be performed in a manner consistent with the protection of Consumer rights and ensuring consumer confidentiality. The Department will seek to implement site visits and program audits in a manner that is conducive to and not disruptive of Agency operations without lessening the Department's contract obligations, responsibilities, and authority.

The Agency will establish and maintain all records and documents necessary pursuant to the laws governing not-for-profit corporations, and pursuant to local laws, the New York State Mental Hygiene Law, Codes, Rules, & Regulations, Federal laws and regulations, and as required pursuant to the Erie County Department of Mental Health Procedure Manual. The Agency shall make all such related records available to the Department.

Site Reviews may be done separately, or as part of programmatic site visit. The Erie County Department of Mental Health will give an initial Review Report that will be forwarded to the Agency summarizing the findings and recommendations regarding required corrective action. The Agency will have four (4) weeks to review and respond to the preliminary written report. Upon receipt of the Agency response, the Agency and the Department will meet to finalize the

report. This meeting will establish mutual agreement regarding findings, recommendations, and a corrective action plan. This final document is considered a public document.

The Agency Site Review Report will identify the time period required to complete all corrective actions. The Department may perform a follow-up site visit to assess the effectiveness of the corrective actions in resolving the identified deficiencies.

The Agency shall permit and participate in reviews. Such reviews shall include, but not be limited to: record review; interviews with staff and consumers; and observation of program operations.

230 Contract Oversight and Investigation of Incidents and Complaints

The Erie County Department of Mental Health may respond to and investigate complaints and/or incidents related to service delivery or quality filed with the Erie County Department of Mental Health or Erie County by any individual, consumer, their advocate, and/or Agency employee.

Agency further agrees, upon fifteen (15) days advance written notice to make available its records relating to services, facilities, and all financial, statistical and client or patient records, memoranda and other data relating thereto for audit, inspection and visitation by the County and/or the Offices of New York State. All examinations, inspections, audits and visitations shall, in the absence of an effective waiver by the client or patient, be conducted in accordance with laws governing patient confidentiality and privilege. The Agency obligation under this Section shall continue beyond the expiration or termination of this Agreement.

The Agency agrees to submit the results of any federal, state or other oversight entity audit, site/program review and/or inspection. The Agency also agrees to submit a copy of any corrective action plans and/or responses to such audits, site/program reviews or inspections.

In addition, State law OMH Part 524.7, OASAS Part 306.7 and OPWDD 624.6 require the Agency to submit incident reports related to untoward incidents. Any reports and/or subsequent corrective action/correspondence required under these State/Federal statutes that involve risk to the health, well-being, and safety of a client, child abuse, and/or felony criminal activity will be copied to the Department by the Agency.

Investigation of serious reportable incidents is a Quality Assurance function administered by the Offices of New York State.

300 PROGRAM SERVICE GUIDELINES

310 Contracted Service Values & Principles

The contracted program of services shall be consistent with the following vision, values and principles:

Vision

The Erie County Department of Mental Health will empower stakeholders to access behavioral health services that promote hope, recovery and improved quality of life.

Values

- Promoting choice, hope and independence
- Fostering practices that work
- Providing training and educational opportunities
- Advocating for parity and inclusion
- Ensuring collaborative partnerships with diverse stakeholders

Principles

- The consumer shall receive supports & services that are effective and meet his/her Individualized needs.
- The consumer shall relate to his/her family, friends, and communities when and how he/she chooses, consistent with the rights and wishes of others.
- The consumer shall be as independent as possible and determine the direction of his/her life.
- The consumer shall have the opportunity to make life choices that do not compromise health and safety, and those choices shall be respected and valued.
- The consumer shall have the opportunity to communicate his/her feelings, including fears, and have them addressed and not be subjected to fear of harm or reprisal in connection with the provision of supports and services.

The Agency service policy & procedure manual required by NYS for certification, and other documents applicable to the quality of contracted services shall be available for review during Site Visits and Quality Assurance Visits.

320 Outcomes

The focus of contract oversight and accountability places increased emphasis on service utilization, quality of care and program performance outcomes. Outcomes describe the impact of services on consumers' quality of life, and address the questions: "*How are consumers better off as a result of the program service or intervention*?" Outcomes should be quantified, measurable, and reflect consumer choices and values. The Department is in the process of standardizing outcomes for similar programs across Agencies through PCMS.

Program outcomes may change annually to reflect a changing environment.

330 Discharge Planning

Discharge planning to facilitate the transition of consumers from inpatient or other institutional level of care to aftercare services must occur between the consumer, family, inpatient facility, and aftercare provider(s) in order to assure the probability of an adequate transition by the consumer to community life.

340 Procedures Related to Review of Proposed Residential Services in Erie County

Erie County is responsible for the planning, coordination, and development of a comprehensive system of care for individuals with mental disabilities and addictions and their families under Articles 19, 23, and 41 of the New York State Mental Hygiene Law. The Erie County Department of Mental Health is responsible for the review and recommendation to New York State Office of Mental Health and New York State Office for People with Developmental Disabilities of certified residential programs subject to and in accordance with Parts 551, 620, and 1010 of the New York State Codes, Rules and Regulations. Criteria to be considered in this review include: character and competence of the operator; need for the program; financial viability and cost effectiveness; and the probability of operating in conformance with applicable regulations. The Department may seek information and input from multiple sources to assist in its review of such residential proposals/projects subject to Parts 620 and 551.

Prior to the formal submission of an application for Prior Approval Review (PAR) and as early as possible, it is required that all Agencies submitting Certificate of Need applications for OASAS and OPWDD residential programs consult with the Department of Mental Health to ensure, to the extent possible, that the proposed project is needed, and consistent with the Local Government Plans for mental disabilities and addictions.

350 Appointment & Authority of Emergency Admission Designees

The Emergency Admission Procedure described below is a component of the Emergency Mental Health Service System in Erie County. That system was established by an agreement which was reached on December 18, 1972, by the Erie County Department of Mental Health, Suicide Prevention & Crisis Services, Inc., and the Erie County Medical Center.

351 Mental Hygiene Law Section 9.45

Emergency Admission Designees are appointed by the Commissioner of the Erie County Department of Mental Health, and they function under Section 9.40 of the New York State Mental Hygiene Law. The Commissioner of Mental Health shall have the power to direct the removal of any person, within his or her jurisdiction, to a hospital approved by the Commissioner pursuant to subdivision (a) of Section 9.39 of this article of the Mental Hygiene Law, or to a comprehensive psychiatric emergency program pursuant to subdivision (a) of Section 9.40, if the parent, adult sibling, spouse or child of the person, the committee of the person, a licensed psychologist, registered professional nurse or certified social worker currently responsible for providing treatment services to the person, a licensed physician, health officer, peace officer or police officer reports to him that such person has a mental illness for which immediate care and treatment in a hospital is appropriate and which is likely to result in serious harm to himself or herself or others. It shall be the duty of peace officers, when acting pursuant to their special duties, or police officers, who are members of an authorized police department or force or of a sheriff's department to assist representatives of such director to take into custody and transport any such person. Upon the request of a director of community services or the director's designee, an ambulance, as defined in subdivision 2 of Section 3001 of the public health law, is authorized to transport any such person. Such person may then be retained in a

hospital pursuant to the provisions of Section 9.39 or in a comprehensive psychiatric emergency program pursuant to the provisions of Section 9.40 of this article.

352 Qualifications of the Emergency Admission Designee

Professional staff members of the Contract Agency Outreach Teams and staff of the Erie County Adult Intensive Mental Health Services have the power to function under Article 9 on behalf of the Director of Community Services and must possess the following qualifications:

1. Academic Degree in a mental health related field which included supervised clinical experience working with individuals with mental illness.

2. Supervised experience in assessing individuals' mental health needs.

3. Successful completion of a training program approved by the Director of Community Services in Emergency Outreach which includes assessment of lethality.

4. Substantially equivalent training or experience as approved by the Director of Community Services.

A personal interview with the Director of Community services is required for appointment and annual reappointment.

353 Identification of Designees

Individuals certified as Emergency Admissions Designees shall be issued ID cards to be renewed annually. Cards shall display a photo of the designee. ID cards shall state:

> I have certified _____ as an Emergency Admission Designee under Section 9.45 of the Mental Hygiene Law.
>
> This certification shall expire _____.
>
> Commissioner of Mental Health

354 Functions of the Designees

In accordance with their program policy, members of the Outreach Team and SPOA attempt to resolve crisis situations by means other than involuntary hospitalization, i.e., by the appropriate use of sound community mental health practices. If those methods should fail, the Emergency Admission Designee may determine that the individual is in need of emergency care and may direct his/her removal to a hospital. Such determination must be by direct personal evaluation within the context of a visit by the Outreach Team. The designee's authority, to function under 9.45, only pertains during the period he/she is scheduled on duty for purposes of this policy.

When an individual is found to be in need of emergency admission, the designee requests the assistance of a police/peace officer to transport the individual to a hospital. The designee

completes both parts of the Department of Mental Health form: *"Request to Take Mentally Ill Person into Custody."* (Forms will be distributed to designees and may also be obtained from the Department). It then becomes the duty of the police/peace officer to transport him/her to the designated hospital. A member of the Outreach Team will accompany the client to the hospital when requested by the police/peace officer, the client, or the member of the Outreach Team.

If there is an indication that an Emergency Admission Designee has been injured by another individual in an assaultive manner while in the course of performing his/her duties as an Emergency Admission Designee, those instances must be reported to the Commissioner of the Erie County Department of Mental Health.

The Coordinator of the Emergency Outreach Service will prepare a yearly report on the conditions and frequency of utilization of the Emergency Admission Authority for submission to the Director of Community Services.

The Commissioner of the Erie County Department of Mental Health will also designate physicians to function in accordance with Section 9.37 of the Mental Hygiene Law (Involuntary Admissions). These physician designees are bound by separate regulations.

360 Required Reporting Provisions of New York State and Federal Government

Agencies must be familiar with and comply in practice with all mandatory reporting requirements established by New York State and Federal Law and Regulation.

370 HUD Crosswalk of Continuum of Care Regulations and Subrecipient Agreement: Terms and Eligible Costs

Agencies receiving HUD funds must be familiar with, and comply in practice with all regulations put forth by the United States Department of Housing and Urban Development Continuum of Care Program Interim Rule (24 CFR part 578) and must sign a Subrecipient Agreement with The Erie County Department of Mental Health which will guide the Service Provision and Operations of HUD funded grants. A crosswalk of these changes can be found at:

www.onecpd.info/resources/documents/ProgrammaticCrosswalk_CoC_SHP_SPC.pdf

Subrecipient Agreement

All agencies receiving HUD grants will be required to sign a subrecipient agreement that will be specific to the grant operating term of the HUD award. For example, if the term of the grant is October 1, 2012 through September 30, 2013, the subrecipient agreement between the agency and ECDMH will cover that timeframe. This is separate from the contract entered into with ECDMH. The agreement will include all necessary clauses for adequate oversight and management of the grants.

HUD Terms and Eligible Costs

This section has been included to define new terms and Eligible costs for HUD funded Programming.

Terms:

HEARTH Act- Homeless Emergency and Rapid Transition to Housing Act

CoC Programs (Continuum of Care Programs)- This is the new name given to former SHP and S+C programs under the HEARTH Act. The two latter programs we combined to create the former.

Eligible costs:

Leasing

Where recipients or subrecipients lease a structure or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing to provide housing or supportive services for up to three years. Security deposits and utilities included in rent are eligible leasing costs. Funds may not be used for units or structures owned by the recipient (or related organization) unless HUD authorizes an exception. Funds will be awarded as leasing if the funds are going to be used (or are being used) to lease a unit or structure and the lease is between the recipient or subrecipient and the landowner.

Supportive Services

Funds may be used to pay eligible costs of supportive services to assist program participants in obtaining and maintaining housing. Any cost that is not described as an eligible cost under this section is not an eligible cost. Labor, supplies, and materials for directly providing supportive services to program participants are eligible.

Eligible supportive services costs are:

- Annual assessment of service needs
- Assistance with moving costs
- Case management
- Child care (operating or vouchers) in licensed centers for children under age 13 or for children under age 18, if disabled
- Education services
- Employment assistance and job training
- Food (meals or groceries for program participants)
- Housing search and counseling services
- Utility deposits
- Legal services (immigration, citizenship, and
- mortgage/homeownership legal matters are
- ineligible)

- Life skills training
- Mental health services
- Outpatient health services
- Outreach services (including work-related transportation and cell phone)
- Substance abuse treatment services
- Transportation (transportation for program participants, mileage for service workers,
- vehicles, and more, as specified)

All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking. Staff training/licenses/certifications are not eligible supportive services costs.

Supportive services must be made available to TH residents throughout the duration of their residence and may be made available to former residents of TH and current residents of PH who were homeless in the previous six months for no more than six months after leaving TH or homelessness, respectively. PSH projects must provide supportive services for the duration of a participant's residence. RRH participants must meet with a case manager at least once per month.

Operating Costs

Funds may be used to pay the operating costs of TH and PH in a single structure or individual housing units.

Eligible operating costs are:

- The maintenance and repair of housing
- Property taxes and insurance
- Scheduled payments to a reserve for replacement of
- major systems of the housing
- Building security
- Electricity, gas, and water
- Furniture
- Equipment

Funds may not be used for RA and operating costs in the same project. Funds may not be used for the operating costs of emergency shelters and SSO facilities or for the maintenance and repair of housing where those costs are included in the lease.

Project Administration

Up to 10 percent of any grant awarded, excluding the amount for CoC planning activities and UFA costs, may be used for the payment of project administrative costs related to the planning and execution of CoC-funded projects.

Eligible costs include:

- General management, oversight, and coordination
- Environmental review

Training on CoC Program requirements

400 PERSONNEL POLICIES & MANPOWER REGULATIONS

Each Agency is responsible for preparing & maintaining a personnel policies and procedures manual. The provisions of the manual shall comply with applicable Federal and State laws, rules and regulations.

410 Organizational Structure & Staffing Pattern

It is the responsibility of each Agency to develop and maintain an organizational structure and staffing pattern which is appropriate and adequate for delivering the program of contracted services, utilization levels, and quality of service to the target population. Any changes in staffing patterns must be consistent with all applicable regulations. Agencies must meet and maintain minimum staffing ratios as specified in regulatory requirements for certified programs. Staffing for other contracted programs must be sufficient for safe and effective programming. Agencies must ensure that staff meets all background checks, licensure, certification, and other qualification requirements established in applicable law and regulations.

Agencies will be responsible for the recruitment and retention of qualified staff to ensure that contracted services are of highest quality and are effective, as well as ensure the satisfaction of the individuals served. The Agency is further responsible to ensure the availability and provision of training activities that serve to maintain, increase, expand, and update staff skills in providing contracted services in the most effective, efficient, and highest quality manner.

Agencies must ensure sufficient staffing in number and qualifications necessary to provide accessible, high quality, and effective services to all targeted and other special populations in program including, but not limited to, individuals with special needs, multiple disabilities, and/or from culturally diverse backgrounds.

410 Contract Personnel

The Agency shall employ personnel as outlined in the PCMS Performance Reporting Management System or CareManager. The Agency shall provide and maintain sufficient qualified staff necessary to ensure the delivery of safe and effective Contract Services. The Agency shall be responsible for all training and retraining of staff providing contract services under this Agreement.

412 Notice regarding Critical Staff Vacancies

The Agency shall notify the Contract Manager regarding critical vacancies such as the Executive Director, Chief Financial Officer and Program Directory. The Agency and Contract Manager will negotiate any additional critical positions on an Agency/Program basis.

500 PROGRAM AND BUDGET SUBMISSION

510 Purposes of Program Budgeting

The Agency shall comply with all administrative, financial and performance requirements as outlined in the Performance & Contract Management System (PCMS), ensuring timeliness and accuracy of information reported. All documents published through PCMS are, by reference, hereby made a part of the Provider Agreement. The Agency agrees to be bound by the PCMS documents.

520 Program and Budget Document Contents

The program/budget document is divided into three sections that serve to describe and integrate program outcomes, priority target populations, quality, and service utilization to a budget plan for contracted services. The program/budget document includes:

Program Section Appendix 1.1.1 (Agency)

Provides an overview narrative description of the Agency. Identifies the funding period, name of Agency, principal executive, Board Chair, main administrative location and telephone number, and contractor signatories, identification of any subcontractors and subcontracted programs; and board information. It also contains a Comments section for any additional information the Agency elects to provide.

Program Section Appendix 1.1.2 (Program Specific)

This usually serves as the Scope of Service for the Provider Agreement. The Appendix 1.1.2 identifies for each Erie County contracted program:

1. **Program Identification**

   Specifies the program title, program code, location, telephone number, direct service Full Time Equivalent staff, and operating hours.

2. **Target Population Profiles**

   Population variables may include, but not be limited to: specific disability, diagnosis, risk, severity of disability, functional level, age, sex, race, funding eligibility, and concurrent physical, medical, or mental disability. The Department and Agencies shall meet as necessary to work with referral sources to address potential variations between local planning priority populations and referral populations to contracted programs. The Department will continue to focus on reduction of risk factors for target populations. This analysis may impact upon allocation of funds in future years.

3. Statement of Program Services

A brief description of the program of services to be provided within the contracted program and description of any evidence based practices used. Unique and/or discrete service elements within a broader program category should be identified and briefly described as well as special population served.

4. Service Utilization

The projected program service utilization level, the number of persons/families to be served, and the projected service utilization for discrete services within contracted programs as appropriate, for the prior year, current year and projected for the contract year. Current and contract year utilization will be broken down by age and gender consistent with the breakdown in PCMS.

An example will clarify the definitions of "prior year", "current year" and "contract year". In the fall of 2013, Agencies will prepare their 2014 contract year documents. Prior year will be the year prior to 2013 i.e. 2012. Current year will be the current year, 2013; Agencies will need to annualize the current year using estimates based on the year to date. Contract year will be the projection for the upcoming calendar year, 2014.

5. Program Performance Outcomes

Specifies the program(s) performance outcomes to be achieved, based and built upon individuals' identified valued outcomes and service needs in support of recovery. Standardized Program Performance Outcomes are available in PCMS for groups of similar programs.

6. Agency Personnel Report

- The County is requiring contract agencies to provide information pertaining to personnel ethnicity. A data form can be found in the Deliverable section of the Performance and Contract Management System (PCMS) to report the ethnicity of agency personnel. Agencies are required to report in Quarters 2 and 4 of the contract cycle.

Budget:

The Agency is required to submit an annual calendar year budget document, the "Contract Financial Performance Report", for review and approval by ECDMH consistent with the documentation calendar posted in PCMS. The budget should comply with all CFR accounting standards and those of any funding source contained in the Agency's contract with the County and shall be submitted on the required ECDMH Consolidated Financial Performance Report (CFPR), using the required format to include projected expenses, Medicaid and other third party revenues and deficit funding, up to the amount authorized by ECDMH.

530 Submission & Review Process

The Department will initiate the annual program/budget submission process through a call letter to be issued during the Fall of the preceding fiscal year. The call letter will provide preliminary appraisal of the State and/or County funding anticipated to be available for the upcoming fiscal year, as well as any necessary additional guidance and instructions for preparing Agency program/budget document submissions. Actual funding is subject to availability from Federal, State and Local sources.

All components contract deliverables except for Insurance Certificates will be submitted through PCMS.

600 AGENCY CONTRACT

610 Agency Contract

Funding appropriations will not be directly related to program population profiles in any single contract year. However, contract funding may be based upon shifts in population profiles in subsequent contract periods in relation to changing target population priorities identified in Erie County's Local Government Plans for Mental Disabilities.

The County/Agency contractual agreement sets forth the basic responsibilities and duties of each of the parties. The agreement incorporates, as part of the contract, all documents published in PCMS, the Provider Agreement and appendices to this agreement, including this Provider Manual.

Receipt of County funds is contingent upon the Agency providing contracted services detailed in the Contract Financial Performance Report (Tab 1: Budget) and in accordance with Section 2, of the contract. Agency expenditures must be in accordance with all requirements set forth in the Procedure Manual. The Agency is required to comply with all relevant provisions of local laws, the New York State Mental Hygiene Laws, Codes, Rules & Regulations Policies and Procedures of the New York State Department of Mental Hygiene, New York State Department of Criminal Justice Services, Federal Laws and Regulations and/or any New York State or other governmental or organizational entity for which the Agency receives a contract.

To allow for flexibility to respond to unforeseen circumstances, the Appendices and/or PCMS may be amended or modified during the contract period, subject to the governing sections of this manual and the contract itself. Changes to programs supported by Community Support Services funding must follow New York State Department of Mental Hygiene guidelines, requirements and procedures therein.

620 Contract Funding Ceilings

Annually Erie County establishes contracts with Agencies based upon planning priorities and forecasts of State and Local funding levels anticipated to be available for the contracted fiscal year. Contracted funding levels may be reduced through the establishment of a contract funding ceiling in lieu of a full contract amendment. Such funding ceiling shall be communicated in writing by the Commissioner of the Erie County Department of Mental Health to the Agency Executive Director. Notification of a contract funding ceiling shall be provided to Agencies as soon as possible, and, in those instances involving State Aid from the Offices of New York State, upon such State notification to Erie County.

630 Contract Services

The Agency shall provide the level and type of contract services to the target population as set forth in the PCMS Program and/or the FAS (Funding Allocation Summary). The Agency further agrees not to make any changes to contracted services unless it has obtained the prior written permission of the County prior to implementation. The Agency shall achieve program performance goals that include program performance measures as set forth in the PCMS Program and/or CareManager and the FAS. If an Agency fails to achieve its program performance measures, capacity and units of services as set forth in the Program forms and the FAS, the County will monitor and intervene as necessary to insure quality services.

Contract services shall be provided in accordance with all applicable local, New York State, and Federal laws, rules, and regulations including but not limited to NYS OMH Aid to Localities Spending Plan Guidelines located at www.omh.state.ny.us, NYS OASAS Local Services Bulletins located at www.oasas.ny.gov and in PCMS, US. Department of Housing and Urban Development reporting requirements located at www.hud.gov and the NYS Division of Criminal Justice Services and the Erie County Department of Mental Health Procedure Manual. All contract services shall be delivered by the Agency in accordance with generally accepted standards of professional quality. Contract services reimbursed through Federal Government funds must be provided in compliance with the Federal Funds Guidelines made available by the State Offices as well as the requirements of the Federal Funds Certifications.

For all contracted services, licensed or certified services of the State Offices, the Agency shall maintain and retain records in accordance with all applicable local, New York State and Federal laws, rules and regulations and the Erie County Department of Mental Health Policy and Procedure Manual. The Agency further agrees, upon fifteen (15) days advance written notice to make available its records relating to services, facilities, and all financial, statistical and client or patient records, memorandum and other data relating thereto for audit, inspection and visitation by the County and/or the Offices of New York State. All examinations, inspections, audits and visitations shall, in the absence of an effective waiver by the client or patient, be conducted in accordance with laws governing patient confidentiality and privilege and shall be performed on a "no-name" basis on the Agency's premises. The Agency obligation under this Section shall continue beyond the expiration or termination of this Agreement.

The Agency agrees to participate in County work groups, as requested, to establish system/program-wide common performance measures to be incorporated in subsequent contracts.

640 Contract Documentation

The Agency shall comply with all administrative, financial and performance requirements as outlined in the Performance & Contract Management System (PCMS), ensuring timeliness and accuracy of information reported. All data collection and information forms published through PCMS are, by reference, hereby made a part of this Agreement.

All contract material will be maintained in hardcopy and/or electronic format in the Department. All contract documentation and FAS documents shall be submitted annually, as needed/required for reporting purposes and upon revision or corrective action.

650 Information Transmittal and Reporting Requirements

Agencies may be required to track and submit specific information for certain programs in order to monitor enrollments and services provided through the various behavioral health initiatives under the auspices of the Erie County Department of Mental Health. This requirement includes reporting to the Single Points of Access for both Children and Adults (Care Management and Housing). The County will involve Agencies participating in these initiatives where possible to assure appropriate design and specification of information requirements. Information must be submitted in data management formats and on the schedule approved by the Erie County Department of Mental Health.

660 Contract Property

The Agency is responsible for the inventory and maintenance of equipment purchased under this Agreement, and cannot remove said equipment from the Agency without written permission from the County or replacement as specified in the Contract. The Agency shall carry sufficient property insurance pursuant to County requirements as referenced in Section 6.0 herein, with the County included as a named additional insured to cover all such property acquired by the Agency through purchase under contract or acquired through the County on some other basis. The County shall maintain an equitable interest in all such properties purchased pursuant to this Agreement. The State of New York shall maintain an equitable interest in all such properties purchased pursuant to the New York State Office of Alcoholism and Substance Abuse Services (OASAS), NYS Division of Criminal Justice Services and Community Support Services (CSS) funds. Upon the request of the County, the Agency shall identify such property (or, if fungible, an equivalent amount). This Section shall apply to contract property purchased under this agreement or under any preceding agreement between the parties hereto. The Agency obligation under this Section shall continue beyond the expiration or termination of this Agreement.

700 FISCAL RECORDS AND REPORTING STANDARD

710 The Contract and Operating Budget

The contract between the County of Erie and the disabilities services Agency is written to cover a period of one year or as otherwise specified and is supported by a detailed Contract Financial Performance Report (CFPR). Program service categories are identified and described by the

Agency for the purpose of forecasting program unit costs and developing an acceptable program of professional services.

The payment schedule shall be in accordance with the CFPR and the prevailing Funding Allocation Summary. The accrual basis of accounting will be the basis for computing the County payment. An Agency that does not generate Agency Income as defined in Section 3, with prior approval from the Department, may use the cash basis for computing the County payment.

The current County contract and quarterly fiscal reporting processes are based upon program service costs by category of expenditures. The CFPR allocates costs on a program category basis and provides the basis for State reporting requirements. The Agency must develop and maintain an accounting system which satisfies Agency management needs and enables timely and accurate completion of County and State reporting requirements by service category.

As a point of clarification, Net Deficit Funding consists of State Aid, Erie County funds from tax revenue, Federal Medicaid salary sharing and, other sources of funding that are communicated to agencies via the Funding Authorization Summary (FAS). When reporting budget and actuals on the CFPR, providers must enter total gross expenses and revenues for each program and actively manage against these numbers. Consistent with the *Certification For Quarterly and Year-End Reports* that accompanies the CFPR's, quarterly submissions must be submitted as actual auditable figures and not estimates. All significant variances must be communicated to ECDMH and addressed immediately.

According to State Finance Law, Net Deficit Funding must be considered revenue of last resort and all other sources of revenue must be reported prior to applying these allocations. Shifting of funding between programs must have prior approval by ECDMH, and any program funding surpluses will be recovered. Contact the ECDMH Contract Manager or the Director of Fiscal Administration for any requests.

Moving forward, we will audit Cost Reports and return them for incomplete or inaccurate data. We may request backup financial information to validate reporting. When approved, we will lock the quarter and return the approved Cost Report to you for use in the next quarter. The *Certification for Quarterly and Year-End Reports* that is included with your Cost Report submission does not require a signature, but as a result of your submission, you are attesting to the fact that the information included is supported by actual financial reports.

With tighter budget constraints and the fiscal environment that counties operate in, the county requires financial information in a more timely and accurate manner. Most providers meet the deadlines and submit quality reports, but there are a number of providers who consistently miss deadlines, report inaccurate data, do not report on all programs, and report expenses/revenues at exactly 25%, 50%, 75%, 100% each quarter, etc. For those providers that fall within this last group, ECDMH will more closely audit their deliverables, specifically Cost Reports.

All expenditures must be in accordance with the Agency's budget as approved by the Erie County Department of Mental Health. Any payment made for expenses which are not provided for in the budget will be disallowed. Reimbursement for program costs will not exceed actual

costs, less any disallowances. Any such funding adjustments will be applied to a subsequent advance payment.

The Agency is permitted to make certain transfers of funds without the prior approval of the County. Specific instructions regarding the need for prior County approval of transfers are given in Section 750 of this manual.

Cost reporting will include the following which is required by Erie County and governed by local and state laws. The County is requiring contract agencies who receive state and county funding to provide information pertaining to the utilization of Minority and Women Business Enterprises (M/WBE) for professional, technical or other consultant services.

County Law
EC Local Law No. 5 (1994) - governs utilization of minority and women firms in procurement of supplies, materials, and equipment exceeding $15,000 and requires 10% MBE and 2% WBE participation.

EC Local Law No. 9 (2005)- governs utilization of minority and women owned professional, technical, and other consultant services such as in the areas of law, finance, information technology, accounting, and engineering, contracted and paid consultants, and outside of construction projects and requires 15% MBE and 5% WBE participation.

For the purposes of facilitating business with M/WBE's and reporting requirements, the following definitions apply:

- Minority Owned Business Enterprise (MBE) shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or in the case of a publicly owned business, at least fifty one percent (51%) of all stock is owned by minority group members, with such ownership certified by the County of Erie and City of Buffalo Joint Certification Committee (JCC). The business enterprise should have and maintain an office in the County of Erie. The following ethnic groups are identified as meeting the MBE requirement: Black – persons having origin from any of the black African racial groups; Hispanic – person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian
or Hispanic origin regardless of race; Asian- Pacific Islander – persons having origins from Far East, Southeast Asia or the Pacific Islands; Asian Indian Subcontinent – persons having origins from the Indian subcontinent; Native Americans or Alaskan Natives - persons having origins in any of the original peoples of North America.

- Women Owned Business Enterprise (WBE) shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of a publicly owned business, at least fifty one percent (51%) of all stock is owned by citizens or permanent resident aliens who are women with such ownership certified

by the County of Erie and City of Buffalo Joint Certification Committee (JCC). The business enterprise should have and maintain an office in the County of Erie.

Consistent with NYS Executive Law – Article 15A Division of Minority and Women's Business Development (DMWBD) (http://www.esd.ny.gov/MWBE/ProgramMandate.html) and Erie County MBE/WBE Utilization Commitment Act Local Laws No. 5 and No. 9 the County is requiring contract agencies receiving state and county funding to provide information pertaining to the utilization of Minority and Women Business Enterprises (M/WBE).

State Law
NYS Article 15A governs a written agreement or purchase order instrument providing for a total expenditure of more than $25,000 by a contracting agency in return for labor, services, supplies, equipment and or materials or any combination of the foregoing or providing for a total expenditure of more than $100,000 by a contracting agency or by the owner of a state assisted housing project in return for the acquisition, construction, demolition, replacement, major repair, renovation or improvements of real property. The term "services" does not include banking relationships, issuance of insurance policies or contracts or other contracts for the sale of bonds, notes or other securities. The utilization of minority and women owned business enterprises including but not limited to the above services and requires 20% MWBE.

The following are the additions to the Contract Financial Performance Reports (CFPR):

- The CFPR will include a section for reporting expenses associated with the utilization of Minority and Women Business Enterprises for professional, technical or other consultant services under Net Operating Costs.
- Net operating costs (minus utilities) should include a combination of the above services totaling twenty percent (20%) M/WBE utilization.
- Further reporting instructions are include in the CFPR.
- An M/WBE vendor list can be found on the Erie county Website:
  MBE http://www2.erie.gov/eeo/index.php?q=mbe-resource-list
  WBE http://www2.erie.gov/eeo/index.php?q=wbe-resource-list

Changes in contracted services may result in amendment of the Funding Allocation Summary in PCMS in accordance with the Provider Agreement. All contract amendments require Board President signature and notary.

Insurance coverage must be obtained and described on an Erie County Standard Insurance Certificate, and approved by the Erie County Attorney, prior to, and in order to execute a service contract. (See Section 793).

711 Advance Payments to Agencies

Advance payments to an Agency may only be made following the execution of a contract between Erie County and the Agency.

Quarterly contract payment requests will be invoiced to the Department and advanced to the Agency based on 25% of the net contract value and may be adjusted for any over advance from prior reporting quarters or prior contract close-outs or for Agency historical spending patterns which have resulted in prior period over payments. Over/under advance payments analysis, including any necessary adjustments will be completed quarterly by the Department using the Contract Financial Performance Report (CFPR). Advance payments are contingent upon timely and accurate submission of original invoices as outlined in this manual and all required contract documentation per the Department Payment Suspension Policy. Supplemental advances, as outlined in the Erie County Department of Mental Health Procedure Manual are allowable based on prior review and approval by the County. The County also reserves the right to modify and/or withhold all or a portion of advance payments to the Agency contingent upon receipt by the County of State, Federal or other revenue streams supporting the contract as designated in the FAS.

The Department may impose a payment suspension in the event the Agency fails to comply with the timely submission of valid insurance certification, required program, service or fiscal documentation, reports or other material. Upon receipt of overdue items, the Department will resume advance payments.

Claiming of HUD Grant Funds

In order to comply with HUD guidelines, ECDMH must change the manner in which HUD funding is dispersed. ECDMH will advance funds on a monthly basis to subrecipient agencies after the receipt of the monthly HUD expenditure reports. HUD grant funding will no longer be advanced before receipt of the expenditure reports as is the case with state aid. ECDMH may only reimburse costs after they have occurred. A separate HUD procedure manual will be in place for 2014 and subsequent years, and it will outline the specific requirements that must be met by the individual HUD programs. It will also include a section on financial management of HUD grants.

Reimbursement of HUD Grant Expenditures

Upon receipt of the monthly expenditure report and invoice from an agency, ECDMH will review the report to insure compliance with HUD financial guidelines. After the report is accepted, ECDMH will file a claim with HUD and the funds are usually distributed to the county within one week. At this time ECDMH will process the invoice and forward it to the Comptroller's Office for payment.

712 Reimbursement After the Quarter - Agencies Not Requiring Cash Advances

An Agency that provides its own daily operating funds will be reimbursed quarterly. A quarterly fiscal report must be submitted consistent with the documentation calendar in PCMS (see Section 730) together with a properly executed Agency invoice. The invoice amount should be

equal to the Agency's net expenditures less the Agency contribution for the quarter and dated thirty days prior to the end of the quarter.

In an effort to expedite the flow of cash to contract Agencies, payments for all quarters, except the final quarter, will be processed immediately upon receipt of (1) an invoice, and (2) a complete quarterly fiscal report. No payments will be made while any fiscal and/or program reports are delinquent. The advances may also be reduced due to prior quarterly current year over-advances, or prior year over-advances. The quarterly fiscal report will be reviewed by the Department after the quarterly payment has been processed and, should disallowances be necessary, the Agency will be so notified and the subsequent payment will be reduced. This review procedure will not apply to the final payment for the contract period. The final payment for the contract period will be processed after a review and approval of prior quarterly reports..

720 Agency Income

Records must be kept of all Agency income. Agencies are required to account for revenues by program category in accordance with instructions contained in the Consolidated Fiscal Reporting and Claiming Manual (CFR Manual) issued by New York State.

Journals and ledgers must comply with acceptable accounting standards and should be maintained by funding source and program. If the existing accounting system does not provide fiscal information at an acceptable level of detail, subsidiary records and accounts must be established to meet those CFR State Aid Fiscal Reporting system requirements.

Agencies are required to take all appropriate measures to maximize revenue. Agencies are required to maintain documentation that they have applied for and received, or formal notification of refusal of, all forms of third party reimbursement that may be available for such services; and that they have sought payment from each client not eligible for third party reimbursement according to a schedule of client fees where such schedule of client fees is required by the Offices of New York State.

Income is reported on the quarterly fiscal report. Gross expenses are reduced by the amount of income to determine net reportable expenses.

For Agencies contracting on a cash basis of accounting, in the event that revenues are earned during the contract period, but received after the expiration of the contract and no successor agreement has been entered into, that revenue will be paid to the County.

721 Voluntary Funds

Voluntary funds are Agency monies typically derived from donations and contributions received from charitable and other organizations such as the United Way, sectarian organizations, and/or townships. Income that is deemed exempt under the New York State Mental Hygiene Law from determining net operating costs may be an additional source of voluntary funds; e.g., exempt income, exempt long term sheltered employment (LTSE) revenue.

Voluntary funds may be used to support the current operating costs of an Agency in accordance with the contract and budget negotiated with Erie County. In this situation, the revenues are included on the quarterly fiscal report.

730 Fiscal Reporting

Fiscal reports for the quarters ended March 31st, June 30th, and September 30th and December 30th are to be submitted to the Erie County Department of Mental Health (ECDMH) consistent with the documentation calendar and format in PCMS.

Additional specialty fiscal reports will be submitted by the Agency to the ECDMH as required by the Department in order to satisfy requirements of funders.

Agencies will submit estimated current year expenditures consistent with the required ECDMH format by the December due date, to be determined on an annual basis.

The Agency must have on file and available for audit, worksheets which support the amounts allocated to each program category.

740 Year-End Fiscal Reporting

Year-end fiscal reports which display cumulative data for the calendar year contract period consist of two sets of forms:

(1) Claim documents, as detailed below
(2) Consolidated Fiscal Report (CFR) for Agencies that it is required

1. CLAIM DOCUMENTS:

The claim documents consist of New York State and Erie County schedules, as follows:

New York State Schedules

Instructions for completing the DMH claim forms are contained in the Consolidated Fiscal Reporting and Claiming Manual (CFR Manual), issued annually by New York State.

2. CONSOLIDATED FISCAL REPORT (CFR):

Instructions for completing the CFR are contained in the Consolidated Fiscal Report & Claiming Manual (CFR Manual), issued annually by New York State.

The CFR forms to be submitted are identified on the Consolidated Fiscal Report Document Submission Matrix which is included in the CFR Manual.

The CFR is to be submitted by the Agency directly to New York State in accordance with instructions contained in the CFR Manual. A copy of the complete CFR is to be forwarded to the Erie County Department of Mental Health at the time the original is sent to the state. If revisions to the CFR are made, all such revisions must be sent to New York State and also to the Erie County Department of Mental Health.

750 Transfers within the Approved Budget

It is the Agency's responsibility to spend within budget allocations for the contract year. When unforeseen circumstances necessitate budget reallocations, Agencies should work with the ECDMH to revise the budget, when appropriate.

Please note the following constraint:

Specific amounts are budgeted for each funding source on CBR Schedule DMH-3 and on the Program Funding Source Detail in PCMS. In no event can actual gross or net expenditures exceed these contracted totals.

760 Cash Disbursement before Year-End By Agencies Using Cash Basis of Accounting

Funds must be expended on or before the ending date of the fiscal year by Agencies operating on a cash basis of accounting. Expenditures after the year-end are not reimbursable under the contract unless the Agency has requested and received specific approval.

770 Audits

If the Agency receives federal funding, the recipient shall comply with all requirements stated in OMB Circular A-133, the A-102 Common Rule, and such other circulars, interpretations, rules or regulations that may be issued in connection with the Single Audit Act Amendments of 2003. Thus, if an Agency receives at least $500,000 in Federal financial assistance pursuant to its agreement with the County, the Agency shall have an independent audit conducted in accordance with the Federal Office of Management and Budget Circular A-133, and shall provide a copy of the audit report to the County within thirty (30) days after the completion of the audit.

The Agency must have an annual audit conducted by an independent accounting firm and must provide the County with a copy of the annual audit report, management letter and a plan to address recommendations if sited in the audit report issued by the independent auditors. If the audited financial statements differ from the claimed expenses, the audit must include supplemental information to support the claimed expenses.

The term "Financial Audit" typically encompasses several types of record review including the following:

1. Examination of financial transactions, accounts, and reports to determine whether:

a. The audited entity is maintaining effective internal control over revenues, expenditures, assets, and liabilities.

b. The audited entity is properly maintaining accurate accounting records of resources, liabilities, and operations.

c. The audited entity is complying with the requirements of applicable laws and regulations corresponding to non-profit corporations.

2. Review of Internal Control practices and procedures; recommendations contained in a management letter.

3. Review of financial compliance with contractual terms.

Agencies which operate in the public sector with public funds are also subject to audit by Federal, State, or County units which have a fiscal or operational interest in Agency performance. When any of these entities elects to exercise its right to audit, it will utilize its own protocols and procedures for contacting Agencies and performing audits. If necessary, or upon request, the Department will provide technical advice during outside audits when issues pertaining to County requirements or procedures arise.

771 Agency Records to be maintained for Auditing Purposes

Agencies are required to maintain complete accounting records for the program under contract with the County. Such records shall be kept separate or identifiable from those relating to other activities of the Agency. These records will include, but not be limited to, cash receipts and disbursements journals, general ledger, general journal, accounts receivable and payable subsidiary ledgers, payroll records, employee attendance records, equipment register, purchase orders, and cancelled checks. In addition, vendor invoices noted with payment check number and account number charged, staff mileage reports, long-distance travel reports supported by appropriate receipts, petty cash vouchers, etc., must also be available for audit. Upon request, the Department will assist the Agency in establishing its accounting system.

772 Use of Tax Exemption Certificate

Agencies should apply for exemption from State and Federal excise taxes where applicable and New York State Sales Tax. Sales Tax exemption certificates must be filed with all vendors. Sales tax is <u>not</u> a reimbursable expense.

773 Disallowances

Disallowances to reimbursement of reported costs will be made in the following instances:

- Expenditures which are inconsistent with NYS CBR/CFR requirements or those which violate rules regarding the transfer from one CBR expense category to another as defined in Section 750;

- Expenditures that are inconsistent with this Manual or with the Mental Hygiene Law and the Offices of New York State regulations and policies governing State Aid for locally contracted services.

Disallowances will be calculated separately for each program cost center.

Disallowances within program cost centers will be allocated among funding sources in that program cost center including non-funded costs in the same proportions that each funding source's gross expenses bears to the total gross expenses for the program cost center.

780 Funding Adjustments

Reimbursement by the County for each program will be limited to the least amount of:

- Eligible Net Operating Costs, less Agency Voluntary Contribution, or
- The Net Contract Total identified in the Funding Allocation Summary, or
- Net Expenses approved by New York State less the Agency Voluntary Contribution, or
- The Contract Funding Ceiling established in accordance with Section 620 of the Policy and Procedure Manual,

Claims will be prepared by Agencies as follows:

- Agencies will complete their estimated and final claims and CFR in accordance with State requirements and methodology.
- Chapter 620 funding will be claimed based upon actual program net operating costs and actual Chapter 620 units of service provided up to the budgeted Chapter 620 funding level or an established contract funding ceiling, whichever is less.
- Local Assistance funding will be claimed based upon actual program net operating costs, up to the budgeted funding level or an established contract funding ceiling, whichever is less. For OPWDD, Chapter 620 costs may be claimed as Local Assistance net operating costs, subject to the approval of the New York State OPWDD.
- For each program that has a voluntary contribution as specified In the Program Funding Source Detail, Erie County funding and Agency voluntary contribution will be claimed based upon actual program net operating costs up to the budgeted level in accordance with the Program Funding Source Detail or an established contract spending ceiling, whichever is less.
- CSS funding will be claimed based upon actual program net operating costs, up to the budgeted funding level or an established contract funding ceiling, whichever is less, and consistent with prevailing CSS reimbursement procedures, requirements, and unit cost caps.
- ACT funding will be claimed based upon actual program net operating costs, up to the budgeted funding level or an established contract funding ceiling, whichever is less, and consistent with prevailing ACT reimbursement procedures, requirements, and gross cost caps and revenue targets

- Deficit Funding for Legacy slots (former TCM) will be allocated for the purpose of providing access to those meeting the SPOA eligibility criteria but without Medicaid. This includes capacity to serve at least 15% of the historical NYS OMH Targeted Case Management Model slot capacity. For example if your NYS OMH slots capacity ~~is~~ was 100 the expectation to serve the SPOA determined eligible uninsured population will be at least 15. Allocation of this deficit funding is subject to change based upon availability of funding from OMH, utilization, and emerging system need.

Legacy funding will be claimed based upon actual program net operating costs, up to the budgeted funding level or an established contract funding ceiling, whichever is less, and consistent with reimbursement procedures and requirements.

A contract may be amended when an Agency incurs unanticipated additional expenses that are eligible and approvable program expenses.

790 General and Non-allowable costs

The major objectives of the fiscal regulations promulgated by the County are to restrain expenditures which are not directly related to providing client services and to ensure accountability for the expenditure of public funds.

In cases where prior County approval of expenditures is not required, Agencies are expected to exercise fiscal restraint by limiting expenditures to those essential to the service mission of the organization.

An appendix to the NYS CFR and Claiming Manual, "Adjustments to Reported Costs", lists certain items of expense that are considered non-allowable. Please reference that document. Agencies are obligated to be aware of all funder source constraints on allowable costs including but not necessarily limited to the ECDMH, NYS OMH, OASAS and OPWDD, NYS Division of Criminal Justice Service, and the United States Department of Housing and Urban Development.

791 Items Requiring New York State Department of Mental Hygiene Approval

Prior written approval from New York State is required by New York State OMH, OASAS and OPWDD guidelines for certain items. When required, Agencies should request approval through the Erie County Department of Mental Health which will contact the appropriate State office for approval.

1. Certain purchases of equipment. (See Section 792).

2. Out-of-state travel. Approval should be requested well in advance. Approved out-of-state travel must be supported by receipts for transportation, lodging, and any material purchases.

792 Equipment

It is the Agency's responsibility to obtain the lowest possible price for all equipment acquisitions. The following are minimum requirements:

- The availability of any usable surplus equipment within the mental health system should be checked. Whenever possible, the use of available surplus equipment should take precedence over the purchase of new equipment.
- The State and County purchasing contract system utilizes competitive bidding to identify vendors with the lowest prices for a wide range of commonly used equipment. Agencies should check with the Department prior to purchasing equipment to compare State and County contract prices with quotations supplied by regular suppliers.
- When surplus equipment is unavailable and the equipment item is not covered by State or County purchasing contracts, the Agency shall comply with the following requirements for purchasing equipment:

    - if the purchase is for less than $500, the Agency will select a reliable vendor at a reasonable price.

    - if the purchase is for an amount between $500 - $5000, the Agency shall obtain at least three written quotes. Telephone quotes may be solicited for purchases up to $1,500, as long as the successful quote is in writing.

    - if the purchase is for an amount greater than $5,000, the Agency shall obtain at least five written bids, and shall enter into a written contract with the successful bidder.

Verbal/Telephone Quotes

A record of these quotes shall be maintained and shall include the quote date, item to be purchased, vendor name, vendor's representative, and the price quoted.

Written Quotes

Written quotes shall be retained and shall include the quote date, item to be purchased, vendor name, vendor's representative, and the price quoted. Quotes received via fax machine qualify as written quotes.

Sole Source Items

Goods and services which may be procured from only one source are defined as "sole source" items. There must be, without question, a single supplier of the item or service.

Selection of Vendor

The Agency will not be required, in all cases, to select the lowest quote or bid if it is determined that there is good commercial reason not to do so. In the event the lowest bid or quote is not selected, the Agency shall maintain written justification for, and evidence of, this decision.

792.1 Purchase of Equipment Items Which Require New York State Approval

The following purchases require prior approval from New York State:

OMH Service Providers:

Adhere to OMH guidelines

OPWDD Service Providers:

Adhere to OPWDD guidelines

OASAS Service Providers:

Adhere to OASAS guidelines

In addition, it is the Agency's responsibility to follow all fiscal and other guidelines pertaining to equipment purchases for those funding authorities not specifically listed herein, but are funded in the contract with the County i.e. HUD or the NYS Division of Criminal Justice Services (DCJS).The Agency should request approval through the ECDMH consistent with State or Federal requirements. These requirements may be by modified by the applicable State or Federal Agency at any time; ECDMH policy and procedure will be consistent with the State Agency.

792.2 Surplus or Obsolete Equipment

To ensure the maximum utilization of available resources, the Agency is requested to periodically assess the future need for the equipment on hand and to advise the Department of any surplus or obsolete items for which there is no further use. These items will be transferred to another contract Agency, if needed, or to a County-supervised central storage location. This notification by the Agency may occur at any time of the year at which an item is determined to be no longer useful. However, a review of all equipment should be made at least annually, at the time the annual physical inventory is taken.

Important

NO item of equipment purchased under contract with the County may be sold, transferred, scrapped, or otherwise disposed of without the written authorization of the Erie County Department of Mental Health. An Agency must request authorization in writing from the Department to dispose of obsolete equipment. Once the equipment has been examined by the appropriate County department and determined to be unusable, the Agency will be notified regarding disposal of the item.

However, used equipment may be traded by OMH and OPWDD service providers for similar items without written authorization if it is part of a purchase that is in accordance with standard purchasing requirements. OASAS service providers must secure New York State approval through the Erie County Department of Mental Health prior to trading in any equipment item.

792.3 Loss of Equipment

If an item of equipment is stolen or intentionally destroyed, the occurrence should be immediately reported to the police, the Agency's insurance carrier, and the Department of Mental Health.

Insurance proceeds which are subsequently received must be reported as income on the Agency's Quarterly Report.

If the equipment is to be replaced, the usual procedures for the purchase of equipment must be followed. That is, a budget line must be established and written approval to purchase, if required, must be obtained from the Department, prior to purchasing the item.

792.4 Equipment Management

Agencies are expected to establish and maintain sound equipment management systems and practices, which include at a minimum:

1. The assignment of an identification number to each item of equipment and affixing a corresponding numbered tag or decal to that equipment.

2. The maintenance of equipment management record keeping systems, capable of producing inventory listings by site to record essential information including acquisition date, identification number, funding source, condition and disposition data.

3. The establishment of policies regarding the conduct of periodic physical inventories to ensure accountability of assets.

4. The establishment of policies/procedures for reporting missing (lost or stolen) equipment to appropriate authorities, including law enforcement officials, insurers and other entities having an ownership interest including the County of Erie.

5. Any additional requirements established by New York State.

793 Procedure Regarding Certificates of Insurance

During the term of this Contract, the Agency agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability-with a minimum combined single limit of bodily injury and property damage of $1,000,000.00 per occurrence and general aggregate of $1,000,000.00, including premises and operations, products and completed operations, independent contractors, contractual liability (sufficient to cover all liability assumed under contracts with the County) and personal injury liability; Automobile Liability – with a minimum combined single limit of liability for bodily injury and property damage of $1,000,000.00 each occurrence, and shall include owned hired and non-owned autos; Excess "Umbrella" Liability with a minimum of liability of $1,000,000.00; Professional Liability with a minimum limit of liability of $5,000,000.00; Property Insurance, providing sufficient coverage for property and contents within; Workers' Compensation and Employers' Liability, providing statutory coverage in compliance with the Workers' Compensation Law of the State of New York; and Disability Benefits, providing statutory coverage in compliance with the New York State Disability Benefits Law. The Agency shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

800 SERVICE STANDARDS AND REPORTING REQUIREMENTS

805 Standards for Service Activity

The contract between the Department and the Agency establishes a projection for expected volume of services related to the number of persons to be served and historical utilization. Contracted service

volume also establishes the program gross and net unit of service costs. The Department seeks to achieve consistent expectations and establish standards for gross unit costs and staffing patterns in contracted programs.

The service guidelines delineated in this section are minimum expectations for output, indirectly related to staffing. Service impact and quality are addressed in other sections of this manual.

Changes in State/Local planning priorities that impact upon service capacity will be considered in determining contracted units of service.

New York State or Federal Agencies may specify unit of service projections are also guided by gross unit of service cost ceilings by funding source. Where the application of service standards contained in this Manual result in unit costs that exceeds State or Federal unit of service ceilings, the State or Federal unit of service ceilings shall take precedence.

Except as provided above, Agencies are expected to adhere to maintenance of effort regarding contracted service levels in accordance with this Section that includes non-funded services.

810 Community Support Services (CSS) Eligibility

The New York State Community Support Services (CSS) Program is established under Part 575 of the NYSCRR. To be eligible for CSS an individual must be 18 years of age or older, have a principal psychiatric diagnosis, be functionally disabled due to mental illness, and meet the permanent or categorical eligibility requirements, or have those requirements waived. The only exception is for those individuals who are homeless or reside in a designated shelter or adult home.

The functional disability assessment and overall certification of eligibility must be made by a licensed social worker, psychologist, registered nurse or psychiatrist in accordance with Part 575.4.

A New York State Office of Mental Health (NYS OMH) form 143a must be completed for each eligible individual enrolled in a CSS Program. Only one form needs to be completed regardless of the number of CSS programs in which the individual is enrolled. Completed forms are to be kept on file at the program. These are to be made available for review upon request by representatives of NYS OMH or ECDMH. If there is a change in the information shown on the original NYS OMH 143a, or if some of that information was incorrect, an updated NYS OMH 143a should be completed and submitted and marked REVISED in red letters at the top of the form. When an individual enrolled in one CSS program enrolls in another CSS program operated by a different Agency, a copy of the original NYS OMH 143a may serve as adequate documentation of eligibility. Form NYS OMH 144, "Release of Information", should be used to request such copy of the original NYS OMH 143a from the original provider Agency.

Agencies are responsible for maintaining a centralized and current list of all individuals enrolled, by program, including those individuals whose eligibility has been waived. (See Section 841). This CSS master list must be updated monthly.

All documentation of CSS client eligibility must be kept on file by the Agency in accordance with the requirements of 14 NYCCR 575.9. Agencies are wholly responsible for determining eligibility to the CSS Program and for maintaining documentation of such eligibility.

811 CSS WAIVER

The CSS program is designed to provide services to adult individuals who are seriously and persistently mentally ill, who are residing in the community, and who, as a result of their mental illness, manifest a marked and observable disruption in their level of functioning. To ensure that services are delivered to the clients most in need, eligibility criteria have been formulated which encompass past hospitalization, outpatient treatment history, and current residential status. Since strict application of these criteria might result in the exclusion of certain individuals who are clinically appropriate for CSS services, a limited waiver of the permanent and categorical eligibility criteria is available.

Permanent and categorical eligibility requirements may only be waived for individuals that meet the functional disability, principal psychiatric diagnosis and age requirements. For waived individuals there must be documented evidence in the individual's treatment history that exclusion from the CSS program would result in:

- Admission to an inpatient psychiatric facility, or
- Inappropriate removal of the individual from his/her current residential setting, or
- A marked decline in the individual's mental or physical condition.

812 Procedure for Requesting Waiver

The contract Agency will complete the waiver section of the 143a form for those individuals who meet the waiver criteria. Using designated State forms, the program must describe the need, basis, rationale, and waiver criteria that apply to the request. The request must specify the current total CSS enrollment, and the current number and percent of waiver approved individuals.

The number of waivers cannot exceed 5% of total Agency CSS enrollment as specified in the Contract in Section I - Definitions, except as approved in writing by the ECDMH. Agencies are responsible for monitoring the allowable utilization of waivers within their CSS program.

Waiver requests are to be kept on file at the program and, are to be made available for review upon request by representatives of NYS OMH or ECDMH.

820 Service Reporting

The ECDMH utilizes the service reporting structures and processes established by the New York State Department of Mental Hygiene, New York State Office of Alcoholism and Substance Abuse Services, in addition to any additional information as specified in PCMS.

Chapter 620 Rolls and Service Reporting

Agencies are responsible for securing verification of eligibility for Chapter 620 funded services from the NYS OMH, OPWDD. Documentation of Chapter 620 eligibility must be maintained in the case record. Agencies are responsible for maintaining a master roll of Chapter 620 eligible individuals. The LS 620 for all individuals enrolled in Agency 620 programs will be completed monthly and transmitted to

OMH/OPWDD as required, and to the ECDMH. Chapter 620 units of service will be cross-checked and validated with the above procedures described in Section 811.

Consumer Information System

The ECDMH may establish and require participation in a consumer information system. The development of such system will occur in accordance with procedures set forth in Information Transmitted and Reporting Requirements.

900 ADDITIONAL GUIDELINES

910 Mental Health Advance Directives

The Agency is encouraged to establish mechanisms to ensure that individuals served are afforded the opportunity to develop an advance directive as defined by the New York State Office of Mental Health. The Agency shall ensure that the individuals served are afforded the opportunity of choice of auspice to assist in development of such advance directive.

920 Mental Health Assisted Outpatient Treatment and Diversion

The Agency shall establish mechanisms to ensure priority access by individuals, referred to the provider, who are high-risk individuals or who are enrolled in or being evaluated by an Assisted Outpatient Treatment (AOT-Kendra's Law) program established pursuant to Section 9.60 of the Mental Hygiene Law. The Agency shall cooperate with the Department or the commissioner, or their authorized representatives, in ensuring priority access by such individuals, and in the development, review, and implementation of treatment plans for such individuals. Any and all related information, reports, and data which may be requested by the County shall be furnished by the Agency. Any requests for clinical records, from persons or entities authorized pursuant to Section 33.13 or 33.16 of the Mental Hygiene Law, and other interpretations, rules or regulations that may be issued in connection with individuals who are the subject of, or under consideration for, a petition for an order authorizing Assisted Outpatient Treatment shall be given priority attention and responded to without delay.

930 Corporate Compliance

The Agency agrees to have a formal Corporate Compliance Plan in place and shall further agree to insure this plan meets the standards set forth by the NYS Office of Medicaid Inspector General (OMIG) and shall provide the name of the Agency's Corporate Compliance Officer. The Agency shall electronically submit the Corporate Compliance Plan Certification to the County through PCMS. A copy of the Corporate Compliance Plan must be made available to the County upon request. Failure to provide evidence of an active corporate compliance program will be grounds for payment suspension until such time that the requirements of this part are met to the satisfaction of the County.

940 Single Point of Access (SPOA)

The Provider agrees to participate in the Single Point of Access established in the county in which the provider operates programs, according to the terms of the county.

- The single point of access process is designed to assist counties in managing their most intensive services, and to facilitate better coordination of services.
- The single point of access process is intended to be a collaborative one in which the county and service providers share responsibility for ensuring that individuals with the greatest risk/need are given priority access to the most appropriate services in support of their recovery.
- Counties have the right to monitor admissions by provider, and to take action should a provider show a pattern of inappropriate admission decisions. Inappropriate decisions would include a rejection of entire categories of individuals, and determinations based solely on an individual's history without consideration of current clinical condition and additional supports that the county can make available.

The Agency is expected to cooperate fully with the development of a Systems of Care and the Single Points of Access to ensure services are designed and delivered in a manner consistent with the goals of mitigating risk, recovery, community integration and family reunification. The Agency will provide data and management reports as requested by the Department in a timely manner. The Agency will share personally identifiable information consistent with the operation of the SPOA.

The Agency will participate in SPOA reform initiatives, including data driven decision making, triage, and referral and utilization management in preparation for the emerging environment.

The Agency will work cooperatively with the Department and other Departments of the County wherever necessary and possible to ensure the provision of the highest quality of care.

950 Disaster Preparedness

The Agency agrees to have an Agency-wide disaster preparedness plan. This plan will contain all contact information and emergency procedures to be activated in the event of a disaster to insure continuity of core operations. The Agency shall electronically submit a file to the County through PCMS containing the contact information for all Agency essential personnel. The Agency, if operating housing programs, also agrees to electronically submit a file to the County through PCMS containing the location of all consumer residences. The Agency also agrees to cooperate with any workgroups, meetings, drills or other participation requests from the County..

960 Dual Recovery Reform/Integrated Treatment

Providers of treatment services will work with ECDMH and CCNY to reform the current dual recovery system in an effort to reframe the integration of health, mental health and chemical dependency servicers by identifying research informed practices, developing fidelity measures and standardizing service performance measures.

970 Healthcare Reform Initiatives

As recommended by the NYS Governor's Medicaid Redesign Team, the State Offices are

authorized to contract with Regional Behavioral Health Organizations (RBHO) to provide Medicaid fee-for-service administrative and management services for the purposes of conducting concurrent review of inpatient behavioral health services and coordinating the provision of behavioral health services. The Agency agrees to cooperate fully with the County in the design, implementation and compliance of any new requirements with the deployment of a RBHO.

The Affordable Care Act (ACA) includes a provision on health homes, Section 2703, which allows Medicaid programs the option to reimburse eligible providers for comprehensive care management-related services. This option would create health homes to coordinate and better integrate primary, acute, behavioral health, and long-term services and supports for beneficiaries with complex and chronic conditions. The Agency agrees to cooperate fully with the County in the development and implementation of a Health Home or participation in a Health Home network.

The Agency agrees to cooperate fully with the County in the movement from the Medicaid fee-for-service system and replacing it with a comprehensive, high quality and integrated care management system that will improve health outcomes for high risk individuals.

The Agency agrees to cooperate fully with the County in the development and implementation of a service delivery and payment model that integrates acute and long-term care to achieve improved health outcomes and quality of care while lowering health care costs for the developmentally disabled population.

APPENDIX C
COUNTY OF ERIE
CERTIFICATES OF INSURANCE

HERICEN-01 NTAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lawley Agency, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: PHONE (A/C, No, Ext): 1 (716) 849-8618 FAX (A/C, No): 1 (716) 849-8291 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Erie County Chapter NYSARC Inc dba Heritage Centers
Attn: Bob Toone
2643 Main Street
Buffalo, NY 14214-2015

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		PHPK1087032	10/15/2013	10/15/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		PHPK1087032	10/15/2013	10/15/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		PHUB437678	10/15/2013	10/15/2014	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liabil			PHSD885054	10/15/2013	10/15/2014	Occ/Agg	1,000,000
A	Property; RC-Special			PHPK1087032	10/15/2013	10/15/2014	Ded $5,000	3,779,220

ORIGINAL DOCUMENT ON FILE
JAN 13 2014
IN LAW DEPARTMENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Erie is included as Additional Insured and Loss Payee with respects to property/contents.

CERTIFICATE HOLDER

County of Erie
95 Franklin Street
Buffalo, NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HERITAGE CENTERS

Louis J. Billittier Center • 101 Oak Street • Buffalo, NY 14203 • (716) 856-4201 • FAX (716) 856-3312

December 11, 2013

Ericka Bennett, Assistant County Attorney
95 Franklin Street
Buffalo, NY 14202

Dear Ms. Bennett,

Please accept this letter as Heritage Centers' request for Erie County to waive the $5 million professional liability requirement.

Heritage Centers' umbrella policy provides for a $10 million limit. A copy of the declaration page is attached.

Should you have any questions, please contact Robert Toone at 716-833-8603, ext. 2330.

Thank you.

Sincerely,

Michael L. Gross
Executive Director

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

COVERAGE IS PROVIDED BY:
Philadelphia Indemnity Insurance Company

Policy Number: PHUB437678

COMMERCIAL EXCESS LIABILITY DECLARATIONS

NAMED INSURED: Erie County Chapter NYSARC
The Heritage Centers
MAILING ADDRESS: 2643 Main St
BUFFALO NY 14214-2015

ORIGINAL DOCUMENT ON FILE
JAN 13 2014
IN LAW DEPARTMENT

POLICY PERIOD:
From: 10/15/2013 To: 10/15/2014 at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business: Non-Profit Organization

Business Description: Non-Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF LIABILITY

Item 1.	$	10,000	Retained Limit
Item 2.	$	10,000,000	Each Occurrence
Item 3.	$	10,000,000	General Aggregate Limit
Item 4.	$	10,000,000	Products / Completed Operations to Aggregate

Retroactive Date: N/A If shown, applicable only to Non Profit D&O Liability
(Applicable when underlying General Liability Insurance is written on a claims-made basis.)

Policy Premium: $19,935.00

PROPOSED SCHEDULE A - SCHEDULE OF PRIMARY INSURANCE

This Schedule forms a part of your Excess Policy No PHUB437678. If attached after the policy is issued, state effective date of this amended schedule.

A. [X] Automobile [ ] Garage Liability [ ] Excluded

Carrier: PIIC

Dates: 10/15/2013 to 10/15/2014 Policy # PHPK1087032

Combined Bodily Injury & Property Damage Single Limit: $ 1,000,000 Each Accident

Split Limits: Bodily Injury Liability

$ Each Person

$ Each Accident

Property Damage Liability

$ Each Accident

B. General Liability

Carrier: PIIC

Dates: 10/15/2013 to 10/15/2014 Policy # PHPK1087032

[ ] Comprehensive General Liability

[ ] Combined Bodily Injury & Property Damage Liability

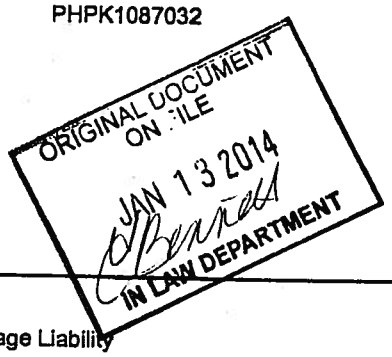
$ Each Occurrence

$ Aggregate Products / Completed Ops

$ Aggregate Contractual

$ Aggregate Independent Contractors

$ Aggregate (Other)



[ ] Split Limits

Bodily Injury Liability		Property Damage Liability
$	Each Occurrence	$
$	Aggregate Products / Completed Ops	$
$	Aggregate (Other)	$
[X] Commercial General Liability		$
[X] Occurrence Basis		$
[ ] Excluded		$
[ ] Claims Made		$
General Aggregate Limit (Other than Prod / Completed Ops)		$ 3,000,000
Prod / Completed Ops Aggregate Limit		$ 3,000,000
Personal and Advertising Injury Limit		$ 1,000,000
Each Occurrence Limit		$ 1,000,000
Defense Costs: [ ] Subject to Aggregate Limit		[X] Not Subject To Aggregate Limit

Each Occurrence
Aggregate Premises / Ops
Aggregate Contractual
Aggregate Independent Contractors
Aggregate Products / Completed Ops
Personal Injury Liability
Aggregate (Other)

C. [X] Employers' Liability [ ] Excluded Policy # TBD

Carrier: Safety National Casualty Corporation Dates: 01/01/2013 to 01/01/2014

Bodily Injury by Accident $ 2,000,000 Each Accident

Bodily Injury by Disease $ 2,000,000 Policy Limit

Bodily Injury by Disease $ 2,000,000 Each Employee

D. Other Coverages (Other than those covered by above policies)

	Occurrence	Aggregate	Company	Policy#	Dates
[X] Professional Liability	$ 1,000,000	$ 3,000,000	PIIC	PHPK1087032	10/15/2013 to 10/15/2014
[X] EBL	$ 1,000,000	$ 3,000,000	PIIC	PHPK1087032	10/15/2013 to 10/15/2014
[X] Abuse and Molestation	$ 1,000,000	$ 3,000,000	PIIC	PHPK1087032	10/15/2013 to 10/15/2014
[ ] Non Profit D&O Liability	$	$			to
[ ] EPLI	$	$			to
[ ] EPLI/D&O Shared Limits	$	$			to
[ ] Liquor Liability	$	$			to
[ ] Owned Watercraft	$	$			to

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only)

ERIE COUNTY CHAPTER NYSARC
DBA: HERITAGE CENTER
101 OAK STREET
BUFFALO, NY 14203

Work Location of Insured ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)***

1b. Business Telephone Number of Insured

716-856-4201

1c. NYS Unemployment Insurance Employer Registration Number of Insured

1d. Federal Employer Identification Number of Insured or Social Security Number

16-0769044

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

COUNTY OF ERIE
95 FRANKLIN STREET
BUFFALO, NY 14202

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JAN 13 2014
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3a. Name of Insurance Carrier

Pennsylvania Manufacturers Indemnity Company

3b. Policy Number of entity listed in box "1a"

201400 0476135

3c. Policy effective period

01/01/2014 to 01/01/2015

3d. The Proprietor, Partners or Executive Officers are included. **(Only check box if all partners/officers included)**
all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: ROBERT FURRY
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Robert Furry 12/31/2013
(Signature) (Date)

Title: SENIOR UNDERWRITING ASSISTANT

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-445-6364

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are* ***NOT*** *authorized to issue it.*

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)	1b. Business Telephone Number of Insured 7168564201 1c. NYS Unemployment Insurance Employer Registration Number of Insured PENDING 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0769044
NYSARC, INC, ERIE COUNTY CHAPTER DBA: HERITAGE CENTER 101 OAK STREET BUFFALO, NY 14203	
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO, NY 14202	3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York 3b. Policy Number of entity listed in box "1a": R04558-000 3c. Policy effective period: 1/1/2013 to 1/1/2015

4. Policy covers:

a. [X] All of the employer's employees eligible under the New York Disability Benefits Law.

b. [ ] Only the following class or classes of the employer's employees:

ORIGINAL DOCUMENT ON FILE
JAN 13 2014
IN LAW DEPARTMENT

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 1/2/2014 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (5-06)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

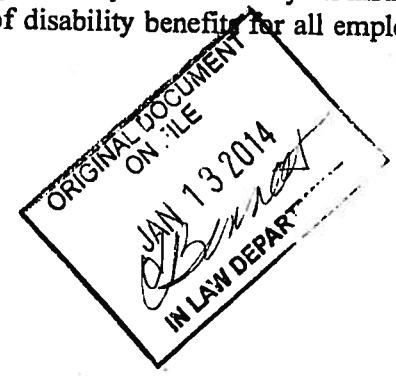
Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



BUSINESS ASSOCIATES AGREEMENT

ERIE COUNTY BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement (Agreement) entered into by the Erie County Department of Mental Health ("Covered Entity") and Business Associate Heritage Centers, Inc. ("Business Associate") is made and entered into effective the 1st day of January, 2014 ("Business Associate Agreement Effective Date").

I. RECITALS

A. As set forth in the Erie County Privacy Policy, Erie County is a Hybrid Entity, which has designated the Department of Mental Health as a Covered Entity for the purpose of compliance with Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder (45 CFR Part 160 and Part 164) by the U.S. Department of Health and Human Services (the "Privacy and Security Rules"),.

B. Covered Entity and Business Associate wish to Use and Disclose certain information, some of which may be Protected Health Information ("PHI"), whereby Business Associate may be providing services to or performing functions on behalf of Covered Entity that involve the Use and Disclosure of PHI. The services and functions performed by Business Associate on behalf of Covered Entity are set forth in a Service Agreement entitled Erie County Department of Mental Health Contract agreement to begin on January 1, 2014 ("Service Agreement").

C. Covered Entity and Business Associate intend to protect the privacy and provide for security of PHI Disclosed between the parties pursuant to the Service Agreement in compliance with HIPAA, the Privacy and Security Rules, and with the requirements of Subtitle D, the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 42 U.S.C. Sections 17921-17954 ("HITECH"), and other applicable federal and state laws.

D. In consideration of the mutual promises below and the exchange of information pursuant to the Service Agreement and this Business Associate Agreement, the parties agree to the terms and conditions set forth in this Agreement.

II. DEFINITIONS

A. **Breach** means unauthorized acquisition, access, Use or Disclosure of PHI which compromises the security or privacy of such information, EXCEPT where: (1) the covered entity or business associate has a good faith belief that an unauthorized person to whom such information is Disclosed would not reasonably have been able to retain such information; (2) any unintentional acquisition, access, or Use of PHI by an employee or individual acting under the authority of a covered

entity or business associate if the acquisition, access, Use (i) was made in good faith and within the course and scope of authority; and (ii) such information is not further acquired, accessed, or Used or Disclosed; (3) there is an inadvertent Disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility and any such information received as a result of such Disclosure is not further acquired, accessed, Used, or Disclosed without authorization by any person; and (4) unauthorized Disclosure is limited to encrypted or otherwise technologically secured data.

B. **Business Associate** shall generally have the same meaning as the term "business associate" under the Privacy and Security Rules. In reference to the party to this agreement, the term "Business Associate" shall mean Heritage Centers, Inc. The parties acknowledge and agree that Business Associate is an independent contractor and is not an agent of Covered Entity.

C. **Covered Account** means: (1) an account primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; or (2) any other account for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.

D. **Covered Entity** shall generally have the same meaning as the term "covered entity" under the Privacy and Security Rules. In reference to the party to this agreement, the term "Covered Entity" shall mean Erie County Department of Mental Health.

E. **Data Aggregation** means the combining of PHI by a Business Associate created or received in its capacity as a Business Associate of another Covered Entity, to permit the creation of data for analyses that relate to the health care operations of the respective Covered Entities.

F. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is: (i) the individual's medical and billing records or (ii) used in whole or in part, by or for the Covered Entity to make decisions about the individual. A Designated Record Set does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (e) information compiled in reasonable anticipation of litigation or administrative action; (f) employment records; (g) student records; and (h) source data interpreted or summarized in the individual's medical record such as pathology slides and diagnostic film.

G. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Business Associate's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.

H. **Electronic Health Record** is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

I. **Electronic Protected Health Information or "EPHI"** means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Business Associate Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.

J. **Health Care Operations** shall have the meaning given to such term under HIPAA's Privacy and Security Rules and includes quality assessment and improvement, credentialing health care professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development and business management and general administrative duties. The term Health Care Operations does not include marketing and fundraising activities of the Covered Entity or Business Associate.

K. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** is a federal law that sets forth standards for how Covered Entities and Business Associates may Use and Disclose PHI. HIPAA also establishes patient rights with regard to PHI.

L. **Hybrid Entity** means an entity whose business activities include covered and non-covered functions, and that has designated specific departments, divisions or programs as Designated Health Care Components.

M. **Identity Theft** is a fraud committed or attempted using the identifying information of another person without authority.

N. **Identifying Information** is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number.

O. **Individual** means the person who is the subject of the PHI.

P. **Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an

Individual, that: (i) is created or received from a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an Individual, the provision of health care to a patient, or the past, present, or future payment for the provision of health care to an Individual.

Q. **Limited Data Set** means information that excludes names, postal address (other than city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.

R. **Personal Health Record** means an electronic record of Individually Identifiable Health Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.

S. **Protected Health Information** or "**PHI**" means any information, whether oral or recorded in any form or medium that: (i) relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual; and (iii) was received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

T. **Red Flag** means a pattern, practice or specific activity that indicates the possible existence of Identity Theft.

U. **Secured PHI** means PHI rendered unusable, unreadable or indecipherable to unauthorized individuals when one or more of the following security measures are in place:

1. Encryption of electronic PHI as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached;

2. Encryption processes that are tested by National Institute of Standards and Technology (NIST) and judged to meet this standard including:

a) Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;

b) Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;

3. The media on which the PHI is stored or recorded has been destroyed on one of the following ways:

a) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; or

b) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

V. **Security Incident** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with systems operations in an information system.

W. **Subcontractor** means a person or organization to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, regardless of whether Business Associate has entered into a contract with the person or organization.

X. **Unsecured Protected Health Information** means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals.

Y. **Use** means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Business Associate's organization.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

A. **Permitted Uses and Disclosures.**

1. Business Associate may Use and/or Disclose PHI received from Covered Entity only as permitted or required by the Business Agreement, and only when necessary to perform the services set forth in the Service Agreement.

2. Business Associate may Use or Disclose PHI as required by law.

3. Business Associate agrees that all Uses, Discloses and/or requests for PHI will be consistent with Covered Entity's minimum necessary policies and procedures.

4. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity. In addition, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or any state law (including but not limited to the Identity Theft Rules).

5. Business Associate may Disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate provided that (a) the Disclosures are required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that (i) the information will remain confidential and used for further Disclosure only as required by law or for the purpose for which it was Disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been compromised or Breached.

6. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity only if necessary to fulfill the terms of the Service Agreement.

7. Business Associate may store, analyze, access and use components of PHI that have been de-identified and that do not contain any Individually Identifiable Health Information, provided that any such use is (a) necessary to fulfill the terms of the Service Agreement; and (b) consistent with applicable law.

8. Business Associate acknowledges that sections of HIPAA, HITECH, the Privacy and Security Rules, and state law apply directly to Business Associate and Business Associate's Subcontractors as they apply to Covered Entity. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or state law. Business Associate agrees to comply with these and other applicable laws and regulations, and agrees to monitor Subcontractors to ensure compliance with the same.

B. **Appropriate Safeguards**

Business Associate acknowledges that Covered Entity is relying on the administrative, physical and security standards of Business Associate and Subcontractors of Business Associate in selecting Business Associate. Business Associate and Subcontractors of Business Associate must:

1. Protect and safeguard from any verbal and written Disclosure all confidential information regardless of the type of media on which it is stored;

2. Implement appropriate safeguards as are necessary to prevent the Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, HIPAA, HITECH, the Identity Theft Rules and state laws;

3. Maintain a privacy and security program that includes administrative, technical and physical safeguards and security policies, procedures, and documentation of security activities; and

4. Implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and EPHI created, received, maintained, or transmitted on behalf of the Covered Entity.

C. **Identity Theft Compliance**

Business Associate and Subcontractors of Business Associate will have policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft with regard to any Covered Accounts.

D. **Reporting Obligations**

Business Associate agrees to report to Covered Entity's Chief Privacy Officer verbally and in writing any Use or Disclosure of PHI other than as permitted by this Agreement, and agrees to report any known pattern of activity or practice that may constitute a material breach or violation of this Business Associate Agreement, within five (5) days of the date Business Associate knew or should have known of such Use, Disclosure, pattern or practice. The obligation to report includes, but is not limited to, any Security Incident or Breach involving Unsecured PHI, and/or any violation of HIPAA, HITECH or the Privacy and Security Rules.

Such report shall include, to the extent possible:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2. A description of the types of Unsecured PHI that were involved in the Breach.

3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;

4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

5. Contact procedures for Covered Entity to contact Business Associate to ask questions or learn additional information.

In the event of a Breach, Business Associate's notice to Covered Entity must also include the identification of and contact information for each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or Disclosed during such Breach. In addition, if Business Associate is a service provider of Personal Health Records, as defined under HITECH, and discovers a Breach of security, it must notify Individuals whose unsecured Identifying Information was acquired by an unauthorized person, and must comply with any other applicable requirements concerning notification of individuals and/or federal and state agencies.

Business Associate shall take prompt corrective action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Business Associate Agreement, federal law and/or state law, and shall take additional action to mitigate harm as requested by Covered Entity. Upon request, Business Associate shall also assist Covered Entity in the performance of a risk assessment to determine whether a Breach occurred.

E. **Business Associate's Agents/Subcontractors**

Business Associate may Disclose PHI to and permit the Use of PHI by its employees, Subcontractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services performed for or on behalf of the Covered Entity under the terms of the Service Agreement and the Business Associate Agreement. Business Associate shall ensure that any agents, including Subcontractors to whom it provides Covered Entity's PHI, agree in writing to:

1. the same restrictions and conditions that apply to Business Associate with respect to such PHI;

2. hold PHI in a confidential and secure manner as provided pursuant to this Business Associate Agreement and only disclose PHI as required by law or for the purposes for which it was disclosed; and

3. immediately notify Business Associate of any Breaches of confidentiality of the PHI.

Business Associates shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. Business Associate shall indemnify, defend and hold harmless Covered Entity and its respective employees, directors, officers, Subcontractors and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees and costs incurred in notifying Individuals of a Breach caused by Business Associate or its subcontractors or agents) suffered by Covered Entity in connection with Business Associate's failure to obtain and maintain a written agreement with such Subcontractors or agents, and/or to ensure that the Subcontractors or agents complied with all applicable federal and state laws and regulations.

F. **Access to PHI**

To comply with New York State Public Health Law § 18 and HIPAA, Business Associate shall make PHI maintained by Business Associate or its agents or Subcontractors in Designated Record Sets or in the Electronic Health Record in an electronic format, available to Covered Entity, or as directed by Covered Entity to an Individual, for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, the Identity Theft Rules, New York Public Health Law § 18 and any other applicable federal and state laws.

G. **Amendment of PHI**

Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set or in the Electronic Health Record in an electronic format, Business Associate or its agents or Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, the Identity Theft Rules, and/or state law. If any Individual requests an amendment of PHI directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any grant or denial of a request for an amendment of PHI maintained by Business Associate or its agents or Subcontractors shall be the sole responsibility of Covered Entity.

H. **Accounting Rights**

Within ten (10) days of notice by Covered Entity of a request for an accounting of Disclosures of PHI, including Disclosures for treatment, payment and healthcare operations if the records are maintained in an Electronic Health Record, Business Associate and its agents or Subcontractors shall make available to Covered Entity or, as directed by Covered Entity directly to an Individual, the information required to provide an accounting of Disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH and state law. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record. At minimum, such information shall include: (i) the date of Disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure, or a cop of the Individual's authorization, or a copy of the written request for Disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agent or Subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.

I. **Access to Records by the Federal Government**

Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS and the FTC for purposes of determining Business Associate's compliance with HIPAA, HITECH and the Identity Theft Rules. Business Associate shall concurrently provide to Covered Entity a copy of any PHI, policies and procedures or other documentation that Business Associate provides to HHS and/or the FTC.

J. **Minimum Necessary**

Business Associate and its agents or Subcontractors shall only request, Use and Disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, Use or Disclosure.

K. **Documentation of Disclosures**

Business Associate shall document such Disclosures of PHI 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 PHI.

L. **Retention of PHI**

Business Associate and its agents or Subcontractors shall retain all PHI and documentation containing Disclosures of PHI throughout the term of the Service

Agreement and for a period of six (6) years after termination of the Service Agreement.

M. **HIV/AIDS**

If the Service Agreement requires the Use or Disclosure of PHI that contains HIV/AIDS information, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F. Business Associate shall notify its agents and/or Subcontractors concerning all applicable confidentiality requirements.

IV. OBLIGATIONS OF COVERED ENTITY

Covered Entity shall:

A. Provide Business Associate with Covered Entity's Notice of Privacy Practices for PHI, and notify Business Associate of any substantive changes to its Notice of Privacy Practices;

B. Notify Business Associate of any changes in, or revocation of, the permission by an Individuals to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's permitted or required Use or Disclosure of PHI; and

C. Notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under HIPAA or HITECH, to the extent that such restriction may affect the Business Associate or its agents or Subcontractor's Use or Disclosure of PHI.

V. TERM AND TERMINATION

A. **Term**

This Business Associate Agreement shall become effective on the Business Associate Agreement Effective Date and shall continue until terminated by Covered Entity, or the date that the Service Agreement expires or is terminated. However, the following provisions and requirements of this Business Associate Agreement shall survive the expiration or other termination of the Business Associate Agreement: Sections III, V, VI, VII and X.

B. **Termination for Cause**

1. Material Breach by Business Associate: Business Associate shall take reasonable steps to mitigate and cure a breach of this Business Associate Agreement. Business Associate authorizes the Covered Entity to terminate

this Business Associate Agreement and the Service Agreement if Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Agreement. In the event Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Agreement, Covered Entity shall have the right to immediately terminate the Service Agreement and Business Associate Agreement upon written notice to Business Associate.

2. Material Breach by Covered Entity: If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Business Associate Agreement, Business Associate must take reasonable steps to cure the Breach or end the violation. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Agreement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Business Associate shall either (a) terminate the Service Agreement and the Business Associate Agreement, if feasible or (b) if termination of the Service Agreement and Business Associate Agreement is not feasible, Business Associate shall report the problem to the Secretary of HHS.

C. **Obligations of Business Association Upon Termination**

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section III of this Business Associate Agreement to such information, and limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. **Indemnification for Violations**

Any violation of this Business Associate Agreement may cause irreparable harm to the Covered Entity. Therefore, Covered Entity may seek any legal remedy for such harm, including an injunction or specific performance. Business Associate shall indemnify and hold the Covered Entity harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Business Associate Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners and/or Subcontractors and shall fully indemnify and save harmless the Covered Entity from suits, actions,

damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners and/or Subcontractors; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Covered Entity.

VI. AMENDMENT

A. Amendment to Comply with Law

The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and other applicable laws relating to the security or confidentiality of PHI.

B. Written Amendment Required

The Business Associate Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

VII. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associates and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

VIII. NO WAIVER

No waiver of a breach of any provision of this Business Associate Agreement shall be construed to be a waiver of any breach of any other provision of this Business Associate Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Business Associate Agreement shall be construed to be a waiver of such breach.

IX. INDEPENDENT CONTRACTOR RELATIONSHIP

This Business Associate Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

X. NOTICE

Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

TO: Erie County Department of Mental Health

45 Franklin St
Room 1237
Buffalo, NY 14202
Attn: Deborah Goldman

TO: Heritage Centers, Inc.

101 Oak St.
Buffalo, NY 14203

Attn: ~~Joseph P. La Porta,~~
Asst. Exec. Director OPWDD Operations

XI. SEVERABILITY

If any section or portion of this Business Associate Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Business Associate Agreement.

XII. INTERPRETATION

The terms and conditions of this Business Associate Agreement shall supersede any conflicting terms and conditions in the Service Agreement between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Business Associate Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, the Identity Theft Rules and state law. The parties agree that any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, the Privacy and Security Rules, the Identity Theft Rules and state law.

XIII. STATE LAW

Nothing in this Business Associate Agreement will be construed to require Business Associate to Use or Disclose PHI in violation of New York State law.

XIV. GOVERNING LAW

To the extent not superseded by Federal law, the rights and obligations of the Parties hereto under this Business Associate Agreement shall be governed by the laws of the State of New York without regard for its conflicts of laws provisions. Any action arising

out of or related to this Business Associate Agreement shall be brought in, and the parties agree to the jurisdiction of, the Supreme Court, located in Erie County, State of New York. If the matter is brought in Federal Court, the parties agree to the venue of the Western District of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed the Business Associate Agreement as of the Business Associate Agreement Effective Date.

ERIE COUNTY DEPARTMENT OF MENTAL HEALTH

By: Deborah Goldman

Print Name: Deborah Goldman

Title: Director of Planning and Evaluation

Date: 1/14/14

HERITAGE CENTERS, INC.

By: Michael L. Gross

Print Name: Michael L. Gross

Title: Executive Director

Date: 12/23/2013

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Fund: 110
Department: Mental Health - Program Administration
Fund Center: 12410

Account	Appropriations	2012 Actuals	2013 Legislative Adopted	2013 Adjusted Budget	2014 Department Request	2014 Executive Recommendation	2014 Legislative Adopted
500000	Full Time - Salaries	800,794	858,098	858,098	824,251	824,251	-
500350	Other Employee Payments	8,000	1,500	1,500	6,800	6,800	-
502000	Fringe Benefits	412,066	472,779	472,779	540,183	498,630	-
505000	Office Supplies	5,010	8,200	8,200	8,200	6,800	-
506200	Maintenance & Repair	36	1,666	1,666	1,666	1,000	-
510000	Local Mileage Reimbursement	544	6,250	6,250	6,250	1,250	-
510100	Out Of Area Travel	920	5,625	5,625	5,625	5,000	-
510200	Training And Education	20,639	22,562	25,887	23,043	23,043	-
516010	Contract Pymts Nonprofit Purch Svcs	-	175,000	485,515	175,000	175,000	-
516020	Professional Svcs Contracts & Fees	5,052	8,500	8,500	8,500	8,500	-
516030	Maintenance Contracts	-	400	400	400	400	-
516050	Dept Payments to ECMCC	838,416	969,384	853,493	838,417	838,417	-
517517	Alcohol & Drug Dependency Svcs ASA	3,573,170	3,691,085	3,598,404	3,480,470	3,480,470	-
517530	Bflo Federation Neighborhood Ctrs O	1,650,725	1,671,953	1,671,953	1,362,426	1,362,426	-
517531	Bflo Federation Neighborhood Ctrs H	-	-	-	218,105	218,105	-
517541	Catholic Charities OMH	1,245,503	1,389,146	430,675	450,799	450,799	-
517542	Catholic Charities SOC	-	-	894,000	907,500	907,500	-
517545	Child & Adolescent Treatmt Svcs OMH	179,122	185,033	185,033	179,122	179,122	-
517546	Child & Adol Treatment Svcs SOC	1,454,561	1,477,305	1,477,305	1,167,534	1,167,534	-
517550	Child & Family Services OMH	81,772	84,502	84,502	81,803	81,803	-
517551	Child & Family Services SOC	1,134,340	953,528	931,528	479,808	479,808	-
517553	Comm Svcs For Develop Disabled OMH	159,182	164,435	164,435	46,313	46,313	-
517554	Comm Svcs For Develop Disabled OPWD	210,356	217,298	217,298	210,356	210,356	-
517560	Community Connections of NY OMH	243,773	1,135,078	951,137	451,607	451,607	-
517562	Community Connections of NY ASA	113,529	177,681	177,681	118,458	118,458	-
517564	Community Connections Of NY SOC	789,171	951,137	985,078	1,349,077	1,349,077	-
517569	Compeer West OMH	499,539	462,600	462,600	427,822	427,822	-
517571	Compeer West SOC	263,844	479,937	496,457	546,457	546,457	-
517581	Court Ordered-Mental Hygiene Sv OMH	705,283	870,000	870,000	600,000	600,000	-
517589	EC Coun Prev Alco & Subst Abuse ASA	853,564	881,732	881,732	833,964	833,964	-
517597	EPIC ASA	106,876	110,403	110,403	106,876	106,876	-
517598	EPIC OMH	149,998	154,950	154,950	150,000	150,000	-
517605	Northwest Corp I OMH	105,718	109,208	109,208	105,719	105,719	-
517613	Cazenovia Recovery Systems OMH	563,109	600,230	1,080,685	101,522	101,522	-
517614	Cazenovia Recovery Systems ASA	1,240,803	1,281,751	1,267,524	1,321,524	1,321,524	-
517615	Cazenovia Recovery Systems HUD	-	-	-	926,742	926,742	-
517618	Gateway Longview SOC	1,763,752	2,162,716	1,683,204	1,525,852	1,525,852	-
517637	Heritage Centers OPWDD	525,851	543,204	543,204	525,852	525,852	-
517655	Hope of Buffalo Inc OMH	53,130	61,600	61,600	42,594	42,594	-
517661	Horizon Human Services OMH	853,203	774,959	373,904	309,630	309,630	-
517662	Horizon Human Services ASA	403,411	416,726	416,726	403,413	403,413	-
517665	Housing Options Made Easy OMH	1,304,922	1,456,904	1,456,904	1,071,257	1,071,257	-
517666	Housing Options Made Easy HUD	-	-	-	339,105	339,105	-
517674	Jewish Family Service ASA	90,000	73,040	73,040	70,707	70,707	-
517675	Jewish Family Service OMH	210,230	217,168	217,168	210,230	210,230	-
517678	Joan A Male Family Support Ctr SOC	787,829	1,027,036	1,027,036	877,955	877,955	-
517685	Lakeshore Com MH Ctr OMH	2,541,781	2,731,813	2,731,813	1,749,963	1,749,963	-
517686	Lakeshore Com MH Ctr ASA	1,710,132	1,853,577	1,853,577	1,794,363	1,794,363	-
517687	Lakeshore Com MH Ctr SOC	100,000	103,300	103,300	100,000	100,000	-
517688	Lakeshore Com MH Ctr HUD	-	-	-	914,091	914,091	-
517689	Living Opportunities of DePaul OMH	4,398,088	4,716,536	4,716,536	3,636,843	3,636,843	-
517690	Living Opportunities of DePaul HUD	-	-	-	941,819	941,819	-
517701	Mental Health Association OMH	438,309	455,047	455,047	384,027	384,027	-
517703	Mental Health Association SOC	88,003	90,907	90,907	88,003	88,003	-
517717	Mid Erie Mental Health Svs OMH	568,484	617,104	678,551	677,497	677,497	-
517718	Mid Erie Mental Health Svs ASA	209,436	175,926	175,926	170,306	170,306	-
517720	Mid Erie Mental Health Svcs SOC	1,098,843	1,494,166	1,499,168	1,863,168	1,863,168	-
517721	Monsignor Carr Institute OMH	77,212	79,763	79,763	77,215	77,215	-
517725	Native American Community Svcs ASA	169,019	205,894	205,894	169,019	169,019	-
517730	New Directions SOC	1,617,859	1,362,381	1,362,381	1,318,859	1,318,859	-
517761	Preventionfocus ASA	762,179	787,331	787,331	762,179	762,179	-
517765	Restoration Society OMH	1,707,042	1,775,753	1,971,805	1,799,853	1,799,853	-
517766	Restoration Society HUD	-	-	-	174,190	174,190	-
517781	Savings Grace Ministries OMH	81,844	98,400	98,400	62,746	62,746	-
517793	Southern Tier Environments for Livi	154,706	186,126	186,126	135,909	135,909	-
517794	Southern Tier Environments for Livi	-	-	-	44,271	44,271	-
517805	Southwest Key SOC	1,334,908	1,456,530	1,560,000	1,082,500	1,082,500	-
517808	Spectrum Human Services HUD	-	-	-	400,797	400,797	-
517809	Spectrum Human Services OMH	2,114,599	2,390,981	2,772,981	1,741,820	1,741,820	-
517810	Spectrum Human Services ASA	547,916	565,997	368,048	354,979	354,979	-
517812	Spectrum Human Services SOC	730,000	878,050	878,050	822,677	822,677	-