ERIE COUNTY
DEPARTMENT OF MENTAL HEALTH
CONTRACT

THIS CONTRACT, made as of the 30th day of December, 2014 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 **MID-ERIE COUNSELING AND TREATMENT SERVICES** (the "Agency"), a not-for-profit corporation, having its principal place of business at **1526 Walden Avenue, Suite 400, Cheektowaga, NY 14225**

THE TERM of this Contract shall be for one (1) year commencing on **January 1, 2015** and terminating on **December 31, 2015.**

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, **$2,264,117.** 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. Terms that are capitalized in this Agreement and not defined herein shall have the definitions assigned to them in the Erie County Department of Mental Health Procedure Manual. 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 meet the applicable requirements outlined in Program & Contract Management System, Children's System of Care MIS System, and Erie County Department of Mental Health Procedure Manual and for Prevention Providers the Erie County Department of Mental Health Program & Contract Management System Deliverables Handbook. A copy of the Erie County Department of Mental Health Program & Contract Management System Deliverables Handbook is hereto attached and incorporated herein as Appendix D. The Agency shall employ personnel as outlined in the Program & Contract Management System, Children's System of Care MIS System and Erie County Department of Mental Health Procedure Manual. 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, upon request, 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 $3,000,000.00, 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/or 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. During the term of this Contract, the Agency shall comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity 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 in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts. The Erie County Executive Order is attached hereto as Appendix E. The Equal Pay Certification which is to be completed and returned to the Department, is attached hereto as Appendix F.

22. 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.

23 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.

24. 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.

25. 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.

26. The Agency agrees to acknowledge, to the extent reasonable, in public correspondence, printed promotional material, publications, and presentations describing the Contract Services, the fact that the Agency receives financial support from the County.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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

32. 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.

33. Providers funded for the delivery of mental health promotion and, for alcoholism/substance abuse prevention services are to be in compliance with the Erie County "PCMS Deliverables Handbook" that is appended to this contract by reference as Appendix D.

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: _____
DEBORAH GOLDMAN
Interim Commissioner
Erie County Dept. of Mental Health

Approved as to form:

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

MID-ERIE COUNSELING AND TREATMENT SERVICES

By: Brian W. Murphy Date: 1/13/15
BRIAN W. MURPHY
Board President

2015 ERIE COUNTY DEPARTMENT OF MENTAL HEALTH

Contract #: _____

MID-ERIE COUNSELING AND TREATMENT SERVICES

STATE OF NEW YORK)

COUNTY OF ERIE) ss:

On this 13 day of January, 2015 before me personally came Brian W. Murphy to me known, who being by me duly sworn, deposes and says: that he/she resides in Williamsville NY, New York; that he/she is the Board President of Mid-Erie Counseling & Treatment Services, 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.

PATRICK J. McINERNEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6217731
Qualified in Erie County
Commission Expires February 22, 2018

Notary Public

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)

Appendix D - Prevention Providers: Erie County "PCMS Deliverable Handbook"

Appendix E – Erie County Executive Order No. 13 (2014).

Appendix F- Erie County Equal Pay Certification

FUNDING AUTHORIZATION SUMMARY

2015
Appendix A
Funding Authorization Summary

Date Updated:	Department Approval
1/1/2015	12 / 23 / 14

RJ

AGENCY NAME: 50230 Mid-Erie Counseling & Treatment Svcs

Disability Fund Center/ Grant Designation	Total Budget	OMH	OMH SOC	OPWDD	OASAS	HUD
Net Budget	2,277,534	2,107,228	0	0	170,306	0
Less Voluntary Contribution	-13,417	-13,417	0	0	0	0
Less Spending Ceiling Adjs	0	0	0	0	0	0
Less Appropriation Adjs	0	0	0	0	0	0
Net Contract Total	2,264,117	2,093,811	0	0	170,306	0
State Funds	980,587	831,371	0	0	149,216	0
County Grants / Support	1,283,530	1,262,440	0	0	21,090	0

Disability	Funding Source	Fund Code	FED CAT ID	FED CAT NAME	Allocation
OMH	FED FUNDS CMHS BL	044	93.958	C & F CMHS Funds	27,457
OMH	TANF	094T	93.558	TANF	227,208
OMH	Federal Medicaid Salary	900	93.778	FEDERAL MEDICAID SALARY SHARING	93,345

OMH Comments:

OPWDD Comments:

OASAS Comments:

2015
APPENDIX A
SCOPE OF WORK
(A.1.2 – PCMS)

Appendix A1.2

Provider: MID-ERIE COUNSELING AND TREATMENT SERVICES
Site: BFST
Program Code: 29JJ
Disability: MH
Site ID: 00
Status: Approved

Comments:

Service Description: Mid Erie Counseling and Treatment Services, operating youth and family services at sites in the City of Buffalo and an inner ring suburb of Buffalo (i.e, Cheektowaga), will provide Brief Strategic Family Therapy (BSFT) coupled with Family Team Conferencing. Consistent with its current role in managing the majority of Juvenile Justice Community Services Contracts, the County Department of Mental Health will contract with Mid Erie for the required services utilizing the milestone and outcome achievement reimbursement model proscribed by State DCJS.

The eligibility criteria are youth with a moderate risk to self or community with an untenable home situation. Youth enrolled will be moderate risk. Untenable home situations will be assessed primarily through the completion of the YAZI. The primary portals of entry for the Juvenile Delinquency population are Detention and the Juvenile Delinquency Services Team. Youth selected for referral and enrollment will have juvenile justice involvement and meet the risk criteria (including severity of the crime, risk of reoffending and missing Court proceedings
Brief Strategic Family Treatment coupled with Family Team Conferencing services will increase our community's effectiveness to achieve each of the following:

-Prevent, reduce, and/or treat adolescent behavior problems such as drug use, conduct problems, delinquency, sexually risky behavior, aggressive/violent behavior, and association with antisocial peers;

-Improve pro-social behaviors such as school attendance and performance;

-Improve family functioning, including effective parental leadership and management, positive parenting, and parental involvement with the child and his or her peers and school.

Mid Erie Counseling and Treatment Services has established a two practitioners to be allocated equally between this initiative for Juvenile Delinquency Detention Reform and a locally funded PINS Non Secure Detention Reform initiative. Therefore the dedicated Juvenile Delinquency team case load capacity at any point in time for the DCJS Detention Reform initiative will be 12 youth (i.e., 12 times 1.0 FTE). The locally funded PINS Non Secure Detention Reform initiative will have equal staffing bringing the total to 24 youth at any point in time. Furthermore, consistent with BSFT standards of practice, the average length of stay will normatively vary from 3 to 6 months depending on assessed risk and the complexity and degree to which the home situation is untenable. When risk factors are appropriate and it is determined that there are untenable home situations, the Juvenile Portal Staff will initiate the process of referral and linkage to Brief Strategic Family Therapy coupled with Family Team Conferencing.

Mid Erie Counseling and Treatment Services with leadership from the Executive Director and Director of Children's Services will perform the following:

-Serve targeted referrals with fidelity to achieve critical contracted milestones and

outcomes.

The efficacy of the initiative's Brief Strategic Family Treatment evidence based program to achieve each of the following engagement related milestones:
• 85% of families will have their first face to face contact within 3 days (72 hours) of referral
• 95% of the families will be engaged at or less than 6 months from assessment and service planning stage through discharge
• 65% of families will complete the course of Brief Strategic Family Treatment;
• 80% or more of cases will be without an event associated with higher system involvement (one case can have more than one event). The events are listed below.
• 20% or less of the cases will have an event associated with higher system involvement.
• 90% or more of the youth will live in the community/ natural supports at discharge
• 5% or less of youth will be living inpatient psych hospitalization at discharge
• 5% or less of youth will be living in a RTC at discharge

The achievement of projected outcome success levels for youth assessed as being in untenable home situations in in each of the following outcomes for Youth completing the course of BSFT:
• New Appearance before a judge;
• Movement to Adjudicated Probation Supervision;
• Youth Admitted to Detention;
• Youth with Probation Violation;
• Youth Reoffending; and,
• Youth with Placement in Institutional Care.
• Achieving a measureable reduction in Disproportionate Minority Contact within Residential Treatment.

Target Population: Youth who score , moderate to high on the GAIN short Screen, and have a YASI risk profile identifying conduct problems, associations with antisocial peers, and/ or drug use with accompanying maladaptive family interactions related to untenable family dynamics will be identified as presenting the optimal fit for engagement with Brief Strategic Family Treatment and Family Team Conferencing.

Special Population:

Notes:

Site Address:	463 William St., Buffalo, NY 14204
Site Administrator:	Dawn M. Skowronski, Director of Child Mental Healt
Operating Hours:	M&W 9-7; Tu 9-5; Th 10-6; F 9-4; Sa as needed; hou
Evidence Based Practice:	No
- If yes, specify sanctioning organization or description of performance measurement system.	
Direct Service FTEs:	2
Average Length of Stay:	3 months
# Of Ind Served - Actual Prior Year:	96

# Of Ind Served - Annualized Current Year:	96
# Of Ind Served - Projected For Contract Year:	48
# Of Ind By Age 0 To 17 - Annualized For Current Year:	96
# Of Ind By Age 18 To 64 - Annualized For Current Year:	0
# Of Ind By Age 65 And Over - Annualized For Current Year:	0
# Of Ind By Gender - Female Annualized For Current Year:	22
# Of Ind By Gender Male Annualized For Current Year:	74

Appendix A1.2

Provider: MID-ERIE COUNSELING AND TREATMENT SERVICES
Site: CD Outpatient
Program Code: 3520
Disability: CD
Site ID: SS
Status: Approved

Comments:

Service Description: The Chemical Dependency Program provides outpatient individual, group, and family counseling to those diagnosed with chemical abuse or dependence. This is a breakdown, by PRU, of a description of the characteristics of the target population admitted between January and September 2014:

PRU 50357:

Most Prevalent Age Range: 26 to 35: 19.4% (31.7 % are age 18 and younger)
Child of Substance Abuser(s): 27.8%
Current Involvement with Criminal Justice System: 55.9%
High School Grad/GED or higher: 56.7%
Employed: 34.0%
Mental Health Related Condition: 42.1%
White: 64.1%
Male: 73.1%

Mid-Erie also has a specialized program which treats adolescents who are being referred through the FST and JDST programming. This programming is part of the Juvenile Justice System of Care. These services are performed utilizing A-CRA and ACC models, which are evidence-based practice models for adolescents with substance-abuse issues. These models help clients build the skills they need to solve problems in all areas of the lives, which will help to prevent further system penetration.

For our adolescent programming, the following benchmarks will be in place for 2015:

Slot Utilization 85%;
LOS <= 6 mos less than or equal to 5%
% within 3 days for first face to face contact: 85%
Calendar days (<= 7) from initial face to face contact to first face to face with program staff that targets the behavior identified as at risk for further system penetration: 70%
Successful discharge: 65%
% w/o an event associated w/risk of higher system involvement: 80%
RTC and psychiatric placement while in treatment: <=5%
% discharged with living community: 90%
% in RTC and psychiatric placement at discharge: <=5%

Target Population: The target population for this clinic is those who live in Erie County who have chemical dependency issues. Individuals who are from age 12 and up will be treated at this clinic.

Special Population:	Adolescent treatment is provided at the 1526 Walden clinic, as well as at the four additional locations. As part of the adolescent treatment, the focus is primarily on those who are involved in the Juvenile Justice system, with referrals coming from Probation, PINS, and the various court systems, which include the FST and JDST systems. The individuals who are coming into this specialized program are in danger of further system penetration, which the A-CRA and ACC treatment models are designed to prevent. Those who have co-occurring disorders are treated at the 1526 Walden location.
Notes:	
Site Address:	1526 Walden Ave. Suite 400 Cheektowaga, NY 14225; with additional locations at 463 William St. Buffalo, NY 14203, 125 Martin Rd. Lackawanna, NY 14218, 650 Ridge Rd., Lackawanna, NY 14218, and 6350 Main St. Williamsville, NY 14221
Site Administrator:	Scott Morton, LCSW
Operating Hours:	Monday-Thursday 9:00 AM-9:00 PM, Friday 9:00 AM- 5
Evidence Based Practice: *- If yes, specify sanctioning organization or description of performance measurement system.*	Yes Utilize A-CRA/ACC that is managed by Chestnut Health Systems. Implementation has started with Solution-Foucsed Brief Therapy. Clinicians are also trained in Motivational Interviewing and CBT.
Direct Service FTEs:	9.75
Average Length of Stay:	6 months
# Of Ind Served - Actual Prior Year:	498
# Of Ind Served - Annualized Current Year:	502
# Of Ind Served - Projected For Contract Year:	510
# Of Ind By Age 0 To 17 - Annualized For Current Year:	105
# Of Ind By Age 18 To 64 - Annualized For Current Year:	393
# Of Ind By Age 65 And Over - Annualized For Current Year:	4
# Of Ind By Gender - Female Annualized For Current Year:	204
# Of Ind By Gender Male Annualized For Current Year:	296

Appendix A1.2

Provider: MID-ERIE COUNSELING AND TREATMENT SERVICES
Site: FVN CC
Program Code: SPCC
Disability: MH
Site ID: 01
Status: Approved

Comments:

Service Description:

Services – Families participate in a Child and Family Team (CFT) process after a strengths and needs assessment is completed. At the CFT, the families' strengths and needs are presented and the family develops their plan of care. They pick from an array of services based on their families' needs. Families develop their crisis plans which outline how the family will deal with any crisis that occurs at home, in the school and community. The crisis plans includes specific contacts for the family to utilize. The crisis plans are reviewed at least monthly at the CFT or immediately after a crisis occurs to evaluate effectiveness. It is the Care Coordinators role to arrange for services and to monitor their effectiveness with the family. The Care Coordinator makes changes in the plan as indicated by the family and their DSS Caseworker and/or their Juvenile Justice Worker. Planning for discharge starts at intake, however discharge is determined by the DSS or JJ worker based on their monitoring of the cases. The funders use the metrics below to evaluate success.

2015 FVN CC Community Standards;
• F:F Contact % with first F:F visit <3days - >85%
• % having first vendor service occurring in < 7 days from date of fist F:F visit (episode start) >70%
o Vendor service should target the behaviors identified as at risk for further system penetration
• Youth Location at Discharge:
o Living Location at Discharge in community/natural support: >90%
o Inpatient Psych Hospitalization (Brylin, CPC, ECMC): <5%
o RTC: <5%

• Objectives Met : >70%

• LOS <8months (240 days) - >85%

• Event Measures:
o Cases w/o an event associated with higher system involvement (one case can have more than one event): >80%
o Cases with an event associated with higher system involvement: <20%
o Inpatient Psych Hospitalization (Brylin, CPC, ECMC): <5%
o RTC: <5%

Booster training is required and topics will vary based on the needs identified within ECDMH, FVN, and Children's System of Care. The goal of Booster training is to enhance practice standards, increase understanding of the Wraparound philosophy, and ensure Care Coordinators have the resources and knowledge to complete their role within the Children's System of Care. Booster sessions per person require a minimum of 8 hours per year. Booster sessions may be offered once or on a rotational basis.

Target Population:	Target Population – Care Coordination is for children and adolescents ages 5 – 18, who are involved in any of the Juvenile Justice Programs, who are experiencing emotional, behavioral or social challenges and are at risk of system penetration especially in the Juvenile Justice system. It is also for children and youth who have already been removed from their home, school or community and are placed in a Residential Treatment Facility (RTF), or placed on a Residential Treatment Center (RTC), and are planning to return back to their family. Referrals come to the program from Family Voices Network (FVN). All children accepted into this level of care receive mandated preventative services through the Department of Social Services and the Office of Children and Family Services via the Care Coordination Agency. All cases have a DSS Case Worker or Juvenile Justice Portal Staff assigned who monitor the services put in place via the Care Coordination agency. All cases are entered into the NYS Connections system for recordkeeping and tracking purposes.
Special Population:	
Notes:	The Program Supervisor is Vinnette Brown

Site Address:	463 William Street, Buffalo, NY 14204
Site Administrator:	Director of CMH - Dawn M. Skowronski
Operating Hours:	Family access to program staff 24/7
Evidence Based Practice: *- If yes, specify sanctioning organization or description of performance measurement system.*	No
Direct Service FTEs:	6
Average Length of Stay:	150 Days
# Of Ind Served - Actual Prior Year:	102
# Of Ind Served - Annualized Current Year:	167
# Of Ind Served - Projected For Contract Year:	135
# Of Ind By Age 0 To 17 - Annualized For Current Year:	167
# Of Ind By Age 18 To 64 - Annualized For Current Year:	0
# Of Ind By Age 65 And Over - Annualized For Current Year:	0
# Of Ind By Gender - Female Annualized For Current Year:	82
# Of Ind By Gender Male Annualized For Current Year:	85

Appendix A1.2

Provider:	MID-ERIE COUNSELING AND TREATMENT SERVICES
Site:	MH Outpatient Clinic (Adult)
Program Code:	2100
Disability:	MH
Site ID:	AA
Status:	Approved

Comments:

Service Description: The services offered include individual therapy, group counseling, marital/family therapy, and psychopharmacology. Interventions include approaches to address PTSD/Trauma, Co-occurring Disordered consumers, and state of the art psychopharmacology including participation in the PSYCKES CQI Project. Forensic services are provided mainly in a group setting, supplemented by individual therapy. Issues of security and public safety have been woven into the service delivery system, including ongoing coordination with Parole and Probation Officers as well as relevant Courts. The Sexual Offender program utilizes Association for the Treatment of Sexual Abusers (ATSA) recommended standards of practice. Domestic Violence treatment utilizes the Duluth Model. We are undergoing Focused Integrated Treatment (FIT)training to better serve the co-occurring disordered individuals in conjunction with dual enrollment with our Chemical Dependency program. We have a grant to get staff trained and implementing Feedback Informed Treatment(FIT)to better engage consumers by improving their input into the treatment process.

Target Population: The Adult Mental Health Clinics are targeted to serve the population of consumers who are SPMI, CSS, Co-occurring Disordered, and forensic individuals. Diagnostically, we serve a full range of mental health consumers with particular emphasis on schizophrenia, depression, bipolar disorder, anxiety, dual disorder, and the forensic populations of sexual offenders and domestic violence. Our city clinic primarily serves consumers from the inner and outer East Side of Buffalo, while our suburban location services consumers from the outer East Side of Buffalo, Cheektowaga, Depew, Lancaster, Alden, and some of the surrounding communities just outside Catchment Area 4. The forensic programming includes sexual offender, domestic violence perpetrators, anger management individuals, and other mental health consumers with legal histories. Forensic referrals come from New York State Parole, County Probation, Federal Probation, Domestic Violence Courts, Drug Courts, and other non-specialized courts.

Special Population: Co-occurring Disorders, Sexual Offenders, Domestic Violence Perpetrators, Anger Management Individuals

Notes:

Site Address:	1526 Walden Avenue, Suite 400, Cheektowaga, NY 14225
Site Administrator:	Glen Briggs,Director of Adult Mental Health Svcs.
Operating Hours:	Monday-Thursday 9am-8pm, Friday 9am-5pm
Evidence Based Practice:	Yes
- If yes, specify sanctioning organization or description of performance measurement system.	Feedback Informed Treatment (SAMSHA)
Direct Service FTEs:	23.61
Average Length of Stay:	178
# Of Ind Served - Actual Prior Year:	2345
# Of Ind Served - Annualized Current Year:	2711
# Of Ind Served - Projected For Contract Year:	2847
# Of Ind By Age 0 To 17 - Annualized For Current Year:	0
# Of Ind By Age 18 To 64 - Annualized For Current Year:	2596
# Of Ind By Age 65 And Over - Annualized For Current Year:	115
# Of Ind By Gender - Female Annualized For Current Year:	1245
# Of Ind By Gender Male Annualized For Current Year:	1466

Appendix A1.2

Provider: MID-ERIE COUNSELING AND TREATMENT SERVICES
Site: MH Outpatient Clinic (Children and Youth)
Program Code: 2100
Disability: MH
Site ID: CY
Status: Approved

Comments:

Service Description:

Clinic treatment is for children and adolescents, ages 3-18, and their families; who have a serious emotional disturbance or behavioral disorder or are at risk of a serious emotional disturbance. Children in this program must have an Axis I diagnosis.
Children can enter Clinic Treatment through referrals from parents, schools, doctors, other providers, etc. All children receive a comprehensive mental health assessment. Based on the assessment, the family and clinician develop a treatment plan to address areas of need. The treatment plan is also used to identify discharge criteria for the family. All children and their families are involved in individual and family treatment. Children can receive a psychiatric evaluation if needed and receive medication if indicated.

Staff have been trained in and use Motivational Interviewing to engage new families and ensure families receiving treatment remain engaged in services. Clinic staff have received training in Cognitive Behavioral Treatment (CBT) for Trauma and Depression and Disruptive Behavior Disorders (DBD). Staff have been trained in assessing and treating Co-occurring Disorders in adolescents. Each one of the locations have at least one staff trained in the assessment and treatment protocols. All clinic staff have completed the Center for Practice Innovations (CPI) at Columbia Psychiatry NYS Psychiatric Institute Focus on Integrated Treatment (FIT) Adolescent Module. New staff will be required to complete the module during their first month of employment. The CMH team also has access to the expertise in the CD program for cases which need additional consultation. One Clinic Supervisor has completed and is certified in the MAP (Managing and Adapting Practice) Program through Columbia University. This program helps staff identify and access the best evidence based practice to use with a family based on the presenting problem, age and ethnicity of the client. Staff then have access to step by step instruction in how to implement the practices. Clinic staff use Feedback Informed Treatment to facilitate the partnership between the family and clinician and ensure the family is receiving service which is useful and relevant to the family. The family rates each session giving immediate feedback to the clinician whether their expectations were met. The clinician can make quick adjustments to better meet the needs of the family. Currently five staff are trained in providing FIT supervision to assist clinicians in moving forward with FIT implementation to ultimately reduce clinic lengths of stay while ensuring treatment goals are met and satisfaction with the therapeutic experience is high. In addition to individual Fit supervision, the staff provide group Fit supervision twice each month.
Critical Time Intervention (CTI) in Children's Mental Health Outpatient Clinic
Critical Time Intervention (CTI) is research supported, phased care management approach shown to prevent homelessness or other negative outcomes in individuals transitioning from hospitals, shelters, prisons and other institutions. This model, with the support of the developers and trainers was modified to work with children enrolled in an outpatient clinic setting who have transitional issues that would otherwise present as challenges and barriers to discharge from outpatient clinic setting successfully and/or with a length of stay that is congruent with present behavioral health reform including managed care. The goal of this service is to identify youth enrolled in clinic services who have transitional issues which w/o the additional service offered by CTI would present as

a barrier to successful discharge from clinic treatment. Youth whose transition issues may present as a risk for system penetration or for further system penetration are particularly a priority. Primary target age is youth 12-17 though as a pilot other ages can be enrolled if meeting the criteria

Ultimately, the goal of this service is to reduce lengths of stay in clinic treatment while facilitating positive outcomes for the enrolled youth. In preparing for and response to behavioral health reform this pilot to assist with targeting the overall LOS in clinic to be closer to 6-9 months than historical norms.

Clinician's will identify youth/families that have such transitional issues and with the utilization of CTI have a reasonable opportunity to successfully transition from clinic treatment. Identified transition issues include: Medical needs (including medication management and access and integration with medical care), issues pertaining to school, legal/forensic/child welfare, family functioning/home environment/Alcohol and other drugs and/or mental health, Life skills/Developmental issues.

The need for CTI services will be identified by the clinician in partnership with the family and youth, the family educated in CTI and what it offers as a resource; then if agreed upon the CTI worker will be introduced to the family to begin the CTI phase work. The intent is for the clinician, CTI worker and family youth to work very intently together (w/n the CTI practice model) on the 1-3 focus areas necessary to achieve a successfully transition from clinic treatment within the targeted time frame of 3 months from the start of CTI. It is the intent of the practice model that Youth who transition from clinic to natural support and/or community provider will continue with the CTI worker in the final phase for an additional 3 months, for a normative LOS in CTI of 6 months.

Youth engaged in Family Voices Care Coordination or other CSOC service would be excluded in clinic CTI.

The CTI Project is funded through the NYS Supportive Case Management Model. New York State Office of Mental Health and Medicaid rules and regulations apply.

The School 82 Satellite Clinic will enter information related to youth served as agreed upon at the SAY Yes School Satellite Clinic Workgroup into the Infinite Campus/Student Management System. These are: Attendance, Suspension, and behavioral health symptoms utilizing the Strength and Difficulties Questionnaire, and Clinic Admission data all of which will serve as the basis for outcome data for school clinics. Family Support Specialist (Site Facilitator) will work with the referral source (parent, staff, student) to complete Pre and Post SDQ for students in the clinic. Clinicians will be responsible to enter clinic admission and discharge date. They will also be responsible to enter SDQ into SY Student Management System upon receipt of the hard copy from their school's Family Support Specialist. We agreed to participate in ongoing review of data and participate in QI related interventions as well as a review of the SDQ in measuring outcomes with students who may need long term clinic services beyond the scope of intended outcome reports. It is understood that data may need to be entered into an excel template provided by SAY Yes until the data base development is complete.

Target Population: Clinic treatment is for children and adolescents, ages 3-18, and their families; who have a serious emotional disturbance or behavioral disorder or are at risk of a serious emotional disturbance. Children in this program must have an Axis I diagnosis.

Special Population:

Notes: Locations:
1526 Walden Ave., Cheektowaga, NY 14225
5360 Genesee St., Bowmansville, NY 14026
463 William St., Buffalo, NY 14204
School 82, 230 Easton Ave., Buffalo, NY 14215

Site Address:	1500 Broadway, Buffalo, NY 14212
Site Administrator:	Dawn M. Skowronski - Director of CMH
Operating Hours:	(1) Monday - Thursday 8:00 - 7:00; Friday 8:00 - 4
Evidence Based Practice: *- If yes, specify sanctioning organization or description of performance measurement system.*	No
Direct Service FTEs:	10
Average Length of Stay:	243 days
# Of Ind Served - Actual Prior Year:	1136
# Of Ind Served - Annualized Current Year:	1209
# Of Ind Served - Projected For Contract Year:	1210
# Of Ind By Age 0 To 17 - Annualized For Current Year:	1052
# Of Ind By Age 18 To 64 - Annualized For Current Year:	157
# Of Ind By Age 65 And Over - Annualized For Current Year:	0
# Of Ind By Gender - Female Annualized For Current Year:	610
# Of Ind By Gender Male Annualized For Current Year:	599

Appendix A1.2

Provider:	MID-ERIE COUNSELING AND TREATMENT SERVICES
Site:	PROS
Program Code:	6340
Disability:	MH
Site ID:	00
Status:	Approved

Comments:

Service Description: The Rehabilitation services are provided through our PROS program. Diagnostically, we serve a range of mental health consumers with particular emphasis on schizophrenia, depression, bipolar disorder, co-occurring, and forensic involvement. The consumers are nearly all in the category of SPMI and take at least one psychotropic medication. The services include group counseling, individual therapy, family therapy, psychopharmacology, case management, rehabilitation counseling, and skill development in the areas of socialization, recreation, daily living, wellness, employment, etc. Interventions address issues including Wellness Self Management, Person Centered Approaches, Integrated Dual Disorder Treatment (IDDT), PTSD/Trauma, Individualized Placement and Support (IPS), state of the art psychopharmacology, and Sexual Offender Treatment. Forensic services are provided mainly in a group setting, supplemented by individual therapy. The Sexual Offender Treatment utilizes Association for the Treatment of Sexual Abusers (ATSA) recommended standards of practice. Issues of security and public safety have been woven into the service delivery system, including ongoing coordination with Parole and Probation Officers as well as relevant Courts.

Target Population: The PROS program is designed to serve the population of consumers who are SPMI, CSS, Dual Disordered, and forensic individuals. Diagnostically, we serve a full range of mental health consumers with particular emphasis on schizophrenia, depression, bipolar disorder, anxiety, and dual disorder. Nearly 75% percent of our consumers come from the city of Buffalo with the widest representation coming from the inner and East side of the city. The remaining consumers come from the surrounding suburbs with the majority residing within Catchment Area IV. The forensic programming includes sexual offender and other mental health consumers with legal histories. Forensic referrals come from New York State Parole, County Probation, Federal Probation, Domestic Violence Courts, Drug Courts, and other non-specialized courts.

Special Population: Sexual Offenders, Forensically involved, Co-occurring Disorders

Notes:

Site Address: 1131 Broadway, Buffalo, New

	York 14212
Site Administrator:	Glen Briggs,Director of Adult Mental Health Svcs.
Operating Hours:	Monday-Thursday (8:30-5:00), F (8:30-4:30)
Evidence Based Practice:	No
- If yes, specify sanctioning organization or description of performance measurement system.	
Direct Service FTEs:	7.9
Average Length of Stay:	152
# Of Ind Served - Actual Prior Year:	207
# Of Ind Served - Annualized Current Year:	212
# Of Ind Served - Projected For Contract Year:	223
# Of Ind By Age 0 To 17 - Annualized For Current Year:	0
# Of Ind By Age 18 To 64 - Annualized For Current Year:	204
# Of Ind By Age 65 And Over - Annualized For Current Year:	8
# Of Ind By Gender - Female Annualized For Current Year:	95
# Of Ind By Gender Male Annualized For Current Year:	117

Appendix A1.2

Provider:	MID-ERIE COUNSELING AND TREATMENT SERVICES
Site:	School 27
Program Code:	1510
Disability:	MH
Site ID:	06
Status:	Approved

Comments:

Service Description:

The school based MH services are fully integrated and collaborate with all services of the SFRC and SST. Both the Student Intervention Specialist and Parent Advocate are members of the PBIS Tier 1 intervention Team; the Student Intervention Specialist is also a member of the Tier2/3 Intervention Team. PBIS Tier 1 meetings take place monthly. Attendance data and discipline data is analyzed and changes to interventions take place if necessary. Targeted interventions are put in place if needed.

The PBIS Tier 2/3 meetings take place bi-monthly. The Student Family Resource Center service provider meetings take place 5 times during the school year, once every two months. There is discussion centered around current needs of the school and the plan for service is developed against the current needs/priorities.

The school has a number of partners in addition to Mid-Erie. They are: WNY United; Mental Health association; Buffalo Urban Outdoor Education (BUOE); Kaleida Health and the Buffalo Bills.

Target Population:	School 27 has approximately 657 students, with 38 classroom teachers and an additional 13 teachers for specials. School 27 is a School in Good Standing. The breakdown of classes are: Pre-K - 3; K - 3; 1 - 3; 2 - 3; 3 - 3; 4 - 3; 5 - 2; 6 - 2; 7 - 2; 8 - 2. NYSAA (Community-Based Special Ed) - 3
Special Population:	Approximately 200 (30%) receive Special Education services.
Notes:	

Site Address:	Hillery Park School #27, 73 Pawnee Pkwy, Buffalo NY 14210
Site Administrator:	Dawn M. Skowronski, Director of Child Mental Healt
Operating Hours:	8:55AM - 3:35PM
Evidence Based Practice:	No
- If yes, specify sanctioning organization or description of performance measurement system.	
Direct Service FTEs:	2
Average Length of Stay:	12 months
# Of Ind Served - Actual Prior Year:	120
# Of Ind Served - Annualized Current Year:	120
# Of Ind Served - Projected For Contract Year:	140
# Of Ind By Age 0 To 17 - Annualized For Current Year:	120
# Of Ind By Age 18 To 64 - Annualized For Current Year:	0
# Of Ind By Age 65 And Over - Annualized For Current Year:	0
# Of Ind By Gender - Female Annualized For Current Year:	50
# Of Ind By Gender Male Annualized For Current Year:	70

Appendix A1.2

Provider:	MID-ERIE COUNSELING AND TREATMENT SERVICES
Site:	School 31
Program Code:	1510
Disability:	MH
Site ID:	02
Status:	Approved

Comments:

Service Description: Mid- Erie Staff provides individual and family treatment, group counseling, classroom groups, case management, consultation with school personnel, crisis intervention, parent advocacy, parent training, workshops and prevention services. Staff work closely with the school administration, the guidance counselor, the school services team (SST), and the district parent representative to provide services to the children and their families. Mid-Erie staff also continues to be part of the PBIS Initiative.
Mid-Erie also has a Parent Advocate at School 31 who meets with parents individually, provides monthly parent workshops and is available for school activities such as Open Houses and Community Nights.
This year the school is dividing the 5th through 8th grades into houses. 8th Grade will work with 6th grade and 7th grade will work with 5th grade. Each house will have a leader, an academic coach and a social/emotional coordinator. Mid-Erie will be the social/emotional coordinator for the 5th and 7th grades.

Target Population: School #31 has approximately 472 students, 34 teachers and 4 Aides. The breakdown of classrooms are:
Pre-K - 3rd -2 classes each
4th - 8th - 2 classes each

Special Population: There are approximately 115 children receiving special education services at School #31 (24%)
3rd, 6th, 7th and 8th - each have a 15:1 class
Based on findings from the New York State's ELA/MATH assessment. the school will be falling under the Schools in Need of Improvement (SINI) Grant. Internal initiatives will include increases in faculty and staff support plus additional access to math and reading coaches. External partnerships with local community programs include 21st Century Community Learning Center and Every Person Influences Children, Inc. (EPIC).

Notes:

Site Address:	212 Stanton St., Buffalo, NY 14212
Site Administrator:	Dawn M. Skowronski, Director of CMH
Operating Hours:	M - F 8:30 - 4:00
Evidence Based Practice:	No
- If yes, specify sanctioning organization or description of performance measurement system.	
Direct Service FTEs:	2
Average Length of Stay:	12 months
# Of Ind Served - Actual Prior Year:	181
# Of Ind Served - Annualized Current Year:	417
# Of Ind Served - Projected For Contract Year:	200
# Of Ind By Age 0 To 17 - Annualized For Current Year:	417
# Of Ind By Age 18 To 64 - Annualized For Current Year:	0
# Of Ind By Age 65 And Over - Annualized For Current Year:	0
# Of Ind By Gender - Female Annualized For Current Year:	145
# Of Ind By Gender Male Annualized For Current Year:	272

Appendix A1.2

Provider:	MID-ERIE COUNSELING AND TREATMENT SERVICES
Site:	School 44
Program Code:	1510
Disability:	MH
Site ID:	05
Status:	Approved

Comments:

Service Description: The Case Manager helps identify the needs of students, sets goals and reviews progress with the student. The Case Manager provides conflict resolution, mediation and de-escalation for students. The Case Manager provides behavior/ anger management intervention, assists with attendance issues and consults with teachers regarding behavior and acedemic progress. The Case Manager attends monthly meetings with the administration from both schools, the GAP Coordinator, representatives from SST, the school guidance counselor and teachers.

Target Population: The Academy School at # 131 and 40/44 has approximately 198 students with 26 teachers for grades 7-12. The breakdown of classes are :
7th grade - 3 classrooms
8th grade - 3 classrooms
9th grade - 12th grades are mixed classrooms
The Academy School is a Focus School.

Special Population: Approximately 32 students (17%) receive special education services.

Notes:

Site Address:	#44 1369 Broadway, Buffalo, NY 14212; #40 89 Clare St. ,Buffalo, NY 14206
Site Administrator:	Dawn M. Skowronski, Director of CMH
Operating Hours:	#44 - 7:50 - 2:30; #40 - 7:40 - 2:40
Evidence Based Practice:	No
- If yes, specify sanctioning organization or description of performance measurement system.	
Direct Service FTEs:	.8
Average Length of Stay:	3-6 months
# Of Ind Served - Actual Prior Year:	159

# Of Ind Served - Annualized Current Year:	123
# Of Ind Served - Projected For Contract Year:	150
# Of Ind By Age 0 To 17 - Annualized For Current Year:	111
# Of Ind By Age 18 To 64 - Annualized For Current Year:	12
# Of Ind By Age 65 And Over - Annualized For Current Year:	0
# Of Ind By Gender - Female Annualized For Current Year:	50
# Of Ind By Gender Male Annualized For Current Year:	73

Appendix A1.2

Provider:	MID-ERIE COUNSELING AND TREATMENT SERVICES
Site:	School 74
Program Code:	1510
Disability:	MH
Site ID:	01
Status:	Approved

Comments:

Service Description:

Mid-Erie Staff collaborates and integrates with all services offered in the school. Providers are physically located in the same area of the school building making collaboration on a daily basis efficient. Communication from the CtG Site Facilitator regarding opportunities for families, students and parents occurs on a formal and informal basis. Monthly provider meetings are conducted during the 2nd week of the month. Participants include MH staff, the site facilitator, Big Brother/Big Sister, school administration and SST personnel. Referral meetings are held weekly and are used to formally track referrals and prograss toward outcomes.

Mid-Erie has a Parent Advocate at School #74. The Parent Advocate participates in the awards assembly, plans for career speakers and community health providers for the students and parents during open houses and the math and literacy night, runs the monthly parent work shops and provides individual support and advocacy for parents.

There is a school wide comprehensive dicipline plan in place at School #74. The plan involves communication between the teacher and parent, teacher ans CtG, teacher and SST. This plan was developed to help change the school culture and bad habits that were developed over the years, decrease short term/ long term suspensions, increase instructional time between student and teacher, increase student achievement, increase attendance and provide support for teachers struggling with classroom management.

The school has a new principal who plans on meeting with Mid-Erie staff monthly and the SST Team quarterly.

Target Population:

School #74 has approximately 524 students with 46 teachers. The breakdown of classes are:
Prekindergarten - 2 classes
Kindergarten - 2 classes
1st grade - 3 classes
2nd grade - 3 classes
3rd grade - 2 classes
4th grade - 3 classes
5th grade - 3 classes
6th grade - 2 classes
7th grade - 4 class
8th grade - 4 class

Special Population:

There are approximately 125 (24%) children receiving special education services at school #74.
1st grade - 1- 6:1:1
2nd grade - 1 - 6:1:1
4th grade - 1- 15:1

5th grade - 1- 15:1
7th grade - 1- 6:1:1 and 1- 15:1
8th grade - 1- 6:1:1 and 1- 15:1
School #74 also has a NYS standing of Improvement (year 1) Comprehensive

Notes:

Site Address:	126 Donaldson Rd. Buffalo, NY 14208
Site Administrator:	Dawn M. Skowronski, Director of CMH
Operating Hours:	8:30 - 4:00
Evidence Based Practice:	No
- If yes, specify sanctioning organization or description of performance measurement system.	
Direct Service FTEs:	2
Average Length of Stay:	12 months
# Of Ind Served - Actual Prior Year:	312
# Of Ind Served - Annualized Current Year:	389
# Of Ind Served - Projected For Contract Year:	400
# Of Ind By Age 0 To 17 - Annualized For Current Year:	389
# Of Ind By Age 18 To 64 - Annualized For Current Year:	0
# Of Ind By Age 65 And Over - Annualized For Current Year:	0
# Of Ind By Gender - Female Annualized For Current Year:	153
# Of Ind By Gender Male Annualized For Current Year:	236

Appendix A1.2

Provider:	MID-ERIE COUNSELING AND TREATMENT SERVICES
Site:	School 94
Program Code:	1510
Disability:	MH
Site ID:	04
Status:	Approved

Comments:

Service Description:

Mid-Erie staff collaborates and integrates with all services offered in the school. Providers are physically located in the same area of the school building making collaboration on a daily basis efficient. Communication occurs on a formal and informal basis between providers, administration and faculty to discuss opportunities for students and families. Tier II meetings meet once a school cycle. Participants in these meetings include Mid-Erie staff, the site facilitator, Family Help Center, School Social Workers, school administration, and SST personnel. These meetings are used to track interventions, progress of students and referrals.

Mid-Erie has a Parent Advocate at School #94. Our counselor and Parent Advocate participate in all open house planning meetings and events. The parent advocate attends the school site-based management and parent involvement team meetings and collaborates on various school committees. The parent advocate works closely with the RSVP Program to encourage grandparents to attend support groups and volunteer to help in the school. Our parent advocate also works with parents to get them to volunteer at the school as needed.

Target Population:

School #94 has approximately 911 students with 70 teachers for grades Pre-K - 8.
The breakdown of classes are:
Pre-Kindergarten - 4 classes
Kindergarten - 4 classes
1st grade - 3 classes
2nd grade - 3 classes
3rd grade - 4 classes
4th grade - 4 classes
5th grade - 5 classes
6th grade - 4 classes
7th grade - 5 classes
8th grade - 3 classes

Special Population:

There are approximately 164 (18%) children receiving special education services at School #94.
School #94 has a NYS standing of a Priority School

Notes:

APPENDIX C
COUNTY OF ERIE
CERTIFICATES OF INSURANCE

OP ID: DS

DATE (MM/DD/YYYY) 08/13/14

ACORD CERTIFICATE OF LIABILITY INSURANCE

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 United Insurance Agency, Inc. 90 Bryant Woods South Amherst, NY 14228 Thomas C. Luescher	716-832-6118 716-631-5045	CONTACT NAME: Debbie Schihl PHONE (A/C, No, Ext): 716-832-6118 FAX (A/C, No): 716-631-5045 E-MAIL ADDRESS: dschihl@uiai.com PRODUCER CUSTOMER ID #: MIDER-1
INSURED Mid Erie Mental Health Services, Inc. 1526 Walden Avenue Cheektowaga, NY 14225		INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Ins. Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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	X		PHPK1210955	08/01/14	08/01/15	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	X Prof. Liab. $1M. Ea.Occ;$3M Aggre GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		PHPK1210955	08/01/14	08/01/15	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 DEDUCTIBLE X RETENTION $ 10000	X		PHUB469115	08/01/14	08/01/15	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Property -Conts Special/Incl Theft			PHPK1210955	08/01/14	08/01/15	Conts. Repl.Cost	See Limit Below*

ORIGINAL DOCUMENT ON FILE AUG 26 2014 IN LAW DEPARTMENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
*Bus.Pers.Prop.Limit $219,724. @ Loc#1 @ 1526 Walden Ave., Cheektowaga, NY
County of Erie is named as Additional Insured per the extent of the written contract, not to exceed the limits shown above, under GL & Auto Liab. Umbrella Liability is a follow form.

CERTIFICATE HOLDER COUNTYO

County of Erie
c/o Dept. of Law
95 Franklin St
Room 1634
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

Edward C. Mills Jr.

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☑ 1526 Walden Avenue, Ste 400
Cheektowaga, NY 14225
716 895-6700
Fax 716 895-0436
Administration, Suite 900
716 895-7167
Fax 716 332-4488

☐ 1131 Broadway
Buffalo, NY 14212
716 896-7350
Fax 716 896-7717

☐ 5360 Genesee St., Ste 200
Bowmansville, NY 14026
716 681-5077
Fax 716-681-5079

☐ 463 William Street
Buffalo, NY 14204
716 893-0052
Fax 716 893-0070

☐ 1500 Broadway
Buffalo, NY 14212
716 249-5166
Fax 716 855-4684

Counseling & Treatment Services

Elizabeth L. Mauro, LCSW-R
Executive Director

ORIGINAL DOCUMENT ON FILE
AUG 25 2014
IN LAW DEPARTMENT

August 18, 2014

Ms. Ericka Bennett
Assistant County Attorney
County of Erie
95 Franklin Street
Buffalo, NY 14202

Dear Ms. Bennett:

In accordance with your request for a letter regarding Mid-Erie Counseling and Treatment Services' professional liability insurance; Mid-Erie exceeds the $5 million aggregate requirement through the umbrella policy which is documented in the declaration page of the Certificate of Liability Insurance.

Mid-Erie Counseling and Treatment Services is a private, not-for-profit, licensed community mental health center that provides outpatient mental health, and alcohol and substance abuse services to children, adults, and families to ensure the availability of a comprehensive range of integrated community behavioral health services consisting of: treatment, rehabilitation, education, and support services. Individuals who are at risk for lethality, hospitalization, or out-of-home placement are provided immediate access to services. Of primary concern is that clients experience integration and accessibility of services to assist them in resolving their problems. The treatment objective of Mid-Erie is to restore individuals and families to a maximum level of independent functioning consistent with their potential, with emphasis upon the successful management of their daily life roles.

Please let us know if further information is needed.

Sincerely,

Elizabeth L. Mauro, LCSW-R
Executive Director

Enclosure: Certificate of Liability Insurance
Email to: Nancy Wittmer

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

Policy Number: PHUB469115

COVERAGE IS PROVIDED BY:
Philadelphia Indemnity Insurance Company

COMMERCIAL EXCESS LIABILITY DECLARATIONS

NAMED INSURED: Mid-Erie Mental Health Services Inc.
dba Mid-Erie Counseling and Treatment Services

MAILING ADDRESS: 1526 Walden Ave Ste 400
CHEEKTOWAGA NY 14225-4985

POLICY PERIOD:
From: 08/01/2014 To: 08/01/2015 at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business: Corporation

Business Description: Mental Health 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.	$	3,000,000	Each Occurrence
Item 3.	$	3,000,000	General Aggregate Limit
Item 4.	$	3,000,000	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: $3,739.00

Forms Applicable:

PI-UMTER-DN (10/12) (10/14)
IL 09 85 M (1/03)
PI-CXL-006 (6/92)
PI-CXL-039 (1/03)
CXL-NY-1 (1/95)
PI-CXL-003 (6/92)
PI-CXL-004 (6/92)
PI-CXL-009 (6/92)
PI-CXL-025 (10/09)
PI-CXL-054 (4/10)
PI-CXL-026 NY (12/97)
PI-CXL-029 NY (5/99)
CXL-NY-2 (1/95)
CXL-NY-3 (1/95)
PI-CXL-001 (6/92)

PROPOSED SCHEDULE A - SCHEDULE OF PRIMARY INSURANCE

This Schedule forms a part of your Excess Policy No PHUB469116. If attached after the policy is issued, state effective date of this amended schedule.

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

Carrier: PIIC

Dates: 8/1/2014 to 8/1/2015 Policy # PHPK1210955

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: 8/1/2014 to 8/1/2015 Policy # PHPK1210955

[ ] Comprehensive General Liability

[ ] Combined Bodily Injury & Property Damage Liability

$ Each Occurrence

$ Aggregate Products / Completed Ops

$ Aggregate Contractual

$ Aggregate Independent Contractors

$ Aggregate (Other)

ORIGINAL DOCUMENT ON FILE
AUG 25 2014
IN LAW DEPARTMENT

[ ] Split Limits

Bodily Injury Liability

$ Each Occurrence

$ Aggregate Products / Completed Ops

$ Aggregate (Other)

Property Damage Liability

$ Each Occurrence

$ Aggregate Premises / Ops

$ Aggregate Contractual

$ Aggregate Independent Contractors

$ Aggregate Products / Completed Ops

$ Personal Injury Liability

$ 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

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

Carrier: Dates: to

Bodily Injury by Accident $ Each Accident

Bodily Injury by Disease $ Policy Limit

Bodily Injury by Disease $ 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	PHPK1210955	8/1/2014	to	8/1/2015
[X] EBL	$ 1,000,000	$ 3,000,000	PIIC	PHPK1210955	8/1/2014	to	8/1/2015
[X] Abuse and Molestation	$ 1,000,000	$ 3,000,000	PIIC	PHPK1210955	8/1/2014	to	8/1/2015
[ ] Non Profit D&O Liability	$	$				to	
[ ] EPLI	$	$				to	
[ ] EPLI/D&O Shared Limits	$	$				to	
[ ] Liquor Liability	$	$				to	
[ ] Owned Watercraft	$	$				to	

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

225 OAK STREET, BUFFALO, NEW YORK 14203-1685
Phone: (716) 851-2213

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 161017709
MID-ERIE MENTAL HEALTH SERVICES,
INC.
1526 WALDEN AVENUE
CHEEKTOWAGA NY 14225

ORIGINAL DOCUMENT ON FILE
AUG 25 2014
IN LAW DEPARTMENT

POLICYHOLDER	CERTIFICATE HOLDER
MID-ERIE MENTAL HEALTH SERVICES, INC. 1526 WALDEN AVENUE CHEEKTOWAGA NY 14225	COUNTY OF ERIE 95 FRANKLIN ST. BUFFALO NY 14202

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
B 2224 414-9	289498	08/01/2014 TO 08/01/2015	7/28/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2224 414-9 UNTIL 08/01/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 08/01/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 965661317

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)	1 b. Business Telephone Number of Insured **716-895-6700** 1 c. NYS Unemployment Insurance Employer Registration Number of Insured **UIER #** 1 d. Federal Employer Identification Number of Insured or Social Security Number **FEIN # 16-1017709**
Mid-Erie Mental Health Services, Inc. **d/b/a Mid-Erie Counseling & Treatment Services** **1526 Walden Avenue, Suite 400** **Cheektowaga, New York 14225**	
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3 a. Name of Insurance Carrier **AETNA LIFE INSURANCE COMPANY** 3 b. Policy Number of entity listed in box "1a": Number of Insured **GS-888470-315** 3 c. Policy effective period: **2/01/2011** to **12/31/2015**
County of Erie **95 Franklin Street** **Buffalo, New York 14202**	

4. Policy covers:

a. ☒ 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:

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 **01/06/2015** By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **(860) 273-1237** Title **COMPLIANCE CONSULTANT**

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.

ORIGINAL DOCUMENT ON FILE JAN -9 2014 LAW DEPARTMENT

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 Forms 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 constructed 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, an notwithstanding any general or special statue 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.

APPENDIX E
COUNTY OF ERIE
EXECUTIVE ORDER 13 (2014)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

Executive Order #13
Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County's population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionally rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 6th day of November, in the year two thousand fourteen.

COUNTY OF ERIE

BY: _____

MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

APPENDIX F
COUNTY OF ERIE
EQUAL PAY CERTIFICATION

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Elizabeth L Mauro
Signature

Verification

STATE OF New York)
COUNTY OF Erie) SS:

A)

Elizabeth Mauro, being duly sworn, states ~~he or~~ she is ~~the owner of (or a partner in)~~ CEO of Mid-Erie, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

Elizabeth L. Mauro, being duly sworn, states that ~~he or~~ she is the Name of Corporate Officer Chief Executive Officer, of Mid-Erie Counseling & Treatment Services, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 12th
Day of January, 2015
Steven I. Rubinstein

STEVEN I. RUBINSTEIN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 03/02/2018

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 Mid-Erie Counseling & Treatment Services, Inc. ("Business Associate") is made and entered into effective the 1st day of January 2015. ("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 Mid-Erie Counseling & Treatment Services, 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

95 Franklin St., Rm. 1237
Buffalo, NY 14202

Attn: Deborah Goldman

TO: Mid-Erie Counseling & Treatment Services, Inc.
1526 Walden Avenue, Suite 400
Cheektowaga, NY 14225

Attn: Elizabeth L. Mauro

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: _____

Print Name: Deborah Goldman/John Greico

Title: ~~Interim~~ Asst Commissioner/Director of Planning and Evaluation

Date: 1/20/15

MID-ERIE COUNSELING & TREATMENT SERVICES, INC.

By: Elizabeth L Mauro

Print Name: Elizabeth L. Mauro

Title: Chief Executive Officer

Date: 1/9/2015

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

Account	Appropriations	2013 Actuals	2014 Legislative Adopted	2014 Adjusted Budget	2015 Department Request	2015 Executive Recommendation	2015 Legislative Adopted
500000	Full Time - Salaries	768,660	824,251	825,251	847,310	847,310	-
500350	Other Employee Payments	600	6,800	6,800	6,900	6,900	-
502000	Fringe Benefits	420,530	498,630	498,630	529,610	490,252	-
505000	Office Supplies	2,634	6,800	6,800	6,700	5,000	-
506200	Maintenance & Repair	40	1,000	250	250	250	-
510000	Local Mileage Reimbursement	934	1,250	1,250	1,250	1,250	-
510100	Out Of Area Travel	1,233	5,000	4,000	4,000	4,000	-
510200	Training And Education	20,407	23,043	23,043	23,595	23,595	-
516010	Contract Pymts Nonprofit Purch Svcs	-	175,000	175,000	200,000	175,000	-
516020	Professional Svcs Contracts & Fees	6,864	8,500	8,500	7,000	7,000	-
516030	Maintenance Contracts	180	400	400	400	400	-
516050	Dept Payments to ECMCC	838,416	838,417	838,417	838,415	838,415	-
517517	Alcohol & Drug Dependancy Svcs ASA	3,718,404	3,480,470	147,722	-	-	-
517518	Alcohol & Drug Dependancy Svcs Foun	-	-	614,981	-	-	-
517530	Bflo Federation Neighborhood Ctrs O	1,638,843	1,362,426	1,589,928	1,706,971	1,706,971	-
517531	Bflo Federation Neighborhood Ctrs H	-	218,105	203,071	197,608	197,608	-
517541	Catholic Charities OMH	414,969	450,799	781,086	1,640,557	1,640,557	-
517542	Catholic Charities SOC	894,000	907,500	907,500	-	-	-
517545	Child & Adolescent Treatmt Svcs OMH	179,121	179,122	240,375	1,445,940	1,445,940	-
517546	Child & Adol Treatment Svcs SOC	1,400,092	1,167,534	1,167,534	-	-	-
517550	Child & Family Services OMH	81,802	81,803	81,803	536,610	536,610	-
517551	Child & Family Services SOC	1,015,694	479,808	479,808	-	-	-
517553	Comm Svcs For Develop Disabled OMH	159,182	46,313	46,313	159,182	159,182	-
517554	Comm Svcs For Develop Disabled OPWD	210,356	210,356	210,356	210,356	210,356	-
517560	Community Connections of NY OMH	701,499	451,607	451,607	1,731,003	1,731,003	-
517562	Community Connections of NY ASA	99,012	118,458	118,458	118,458	118,458	-
517564	Community Connections Of NY SOC	523,335	1,349,077	1,349,077	-	-	-
517569	Compeer West OMH	447,820	427,822	293,620	442,777	442,777	-
517571	Compeer West SOC	441,353	546,457	159,158	-	-	-
517581	Court Ordered-Mental Hygiene Sv OMH	382,703	600,000	600,000	600,000	600,000	-
517589	EC Coun Prev Alco & Subst Abuse ASA	845,107	833,964	928,842	953,642	953,642	-
517597	EPIC ASA	106,876	106,876	45,993	45,993	45,993	-
517598	EPIC OMH	150,000	150,000	150,000	150,000	150,000	-
517605	Northwest Corp I OMH	79,287	105,719	-	-	-	-
517607	Families' Child Advocacy Network OM	-	-	134,202	521,501	521,501	-
517608	Families' Child Advocacy Network SO	-	-	387,299	-	-	-
517613	Cazenovia Recovery Systems OMH	895,489	101,522	149,543	97,122	97,122	-
517614	Cazenovia Recovery Systems ASA	1,551,113	1,321,524	1,918,647	1,887,958	1,887,958	-
517615	Cazenovia Recovery Systems HUD	-	926,742	950,224	944,655	944,655	-
517618	Gateway Longview OMH	1,410,923	1,525,852	1,503,785	1,408,381	1,408,381	-
517637	Heritage Centers OPWDD	525,851	525,852	525,852	532,185	532,185	-
517655	Hope of Buffalo Inc OMH	42,594	42,594	42,594	20,000	20,000	-
517661	Horizon Health Services OMH	349,953	309,630	309,630	238,437	238,437	-
517662	Horizon Health Services ASA	390,344	403,413	403,413	403,413	403,413	-
517663	Horizon Village Inc. ASA	-	-	1,434,193	1,476,054	1,476,054	-
517665	Housing Options Made Easy OMH	1,336,220	1,071,257	1,071,257	1,330,645	1,330,645	-
517666	Housing Options Made Easy HUD	-	339,105	318,752	305,835	305,835	-
517674	Jewish Family Service ASA	70,707	70,707	70,707	70,707	70,707	-
517675	Jewish Family Service OMH	208,731	210,230	229,287	227,788	227,788	-
517678	Joan A Male Family Support Ctr OMH	815,469	877,955	877,955	885,743	885,743	-
517685	Lakeshore Com MH Ctr OMH	2,607,505	1,749,963	2,161,688	2,067,181	2,067,181	-
517686	Lakeshore Com MH Ctr ASA	1,794,363	1,794,363	1,829,463	1,827,697	1,827,697	-
517687	Lakeshore Com MH Ctr SOC	100,000	100,000	100,000	-	-	-
517688	Lakeshore Com MH Ctr HUD	-	914,091	890,609	809,400	809,400	-
517689	Living Opportunities of DePaul OMH	4,433,380	3,636,843	3,646,903	3,605,507	3,605,507	-
517690	Living Opportunities of DePaul HUD	-	941,819	941,819	873,637	873,637	-
517701	Mental Health Association OMH	426,389	384,027	410,031	472,031	472,031	-
517703	Mental Health Association SOC	88,003	88,003	62,000	-	-	-
517717	Mid Erie Mental Health Svs OMH	585,739	677,497	782,081	2,205,556	2,205,556	-
517718	Mid Erie Mental Health Svs ASA	170,306	170,306	170,306	203,639	203,639	-
517720	Mid Erie Mental Health Svcs SOC	1,375,718	1,863,168	1,603,283	-	-	-
517721	Monsignor Carr Institute OMH	62,700	77,215	-	-	-	-
517725	Native American Community Svcs ASA	166,248	169,019	150,000	150,000	150,000	-
517730	New Directions OMH	1,185,160	1,318,859	1,318,859	1,318,859	1,318,859	-
517761	Preventionfocus ASA	766,751	762,179	650,464	650,464	650,464	-
517764	Research Foundation of SUNY OMH	-	-	385,609	435,644	435,644	-
517765	Restoration Society OMH	1,973,794	1,799,853	1,955,499	1,955,269	1,955,269	-
517766	Restoration Society HUD	-	174,190	179,321	179,321	179,321	-
517767	Renaissance Addiction Services Inc.	-	-	624,067	1,229,959	1,229,959	-
517781	Savings Grace Ministries OMH	62,745	62,746	62,746	60,000	60,000	-
517793	Southern Tier Environ forLiving OMH	161,342	135,909	135,909	139,470	139,470	-