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 **NEW DIRECTIONS YOUTH & FAMILY SERVICES, INC.** (the "Agency"), a not-for-profit corporation, having its principal place of business at **6395 Old Niagara Road, Lockport, NY 14094.**

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, **$1,303,136.** 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/MARIA WHYTE
County Executive/Interim Deputy County Executive

Approved as to content:

By: (Electronically Signed) _____ Date: _____

DAVID V. SPADONE
Director of Fiscal Administration
Erie County Dept. of Mental Health

Approved as to form:

By: (Electronically Signed) _____ Date: _____

ERICKA N. BENNETT
Assistant County Attorney

NEW DIRECTIONS YOUTH AND FAMILY SERVICES, INC.

By: Christine O'Meeks Date: 1/2/15

CHRISTINE WEEKS
Board President

2015 ERIE COUNTY DEPARTMENT OF MENTAL HEALTH

Contract #: _____

NEW DIRECTIONS YOUTH & FAMILY SERVICES, INC.

STATE OF NEW YORK)

COUNTY OF ERIE) ss:

On this 2nd day of January, 2015 before me personally came Christine Weeks to me known, who being by me duly sworn, deposes and says: that he/she resides in Buffalo, New York; that he/she is the Board President of New Directions Youth & Family, 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.

Stacy M. Jackson

Notary Public

STACY M. JACKSON
NOTARY PUBLIC.STATE OF NEW YORK
REGISTARATION No. 01JA6123083
QUALIFIED IN ERIE COUNTY
My Commission Expires March 21, 2017

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 | 5 | 14

RJM

AGENCY NAME: 11110 New Directions Youth and Family Serv

Disability	Total Budget	OMH	OMH SOC	OPWDD	OASAS	HUD
Fund Center/ Grant Designation						
Net Budget	1,303,136	1,303,136	0	0	0	0
Less Voluntary Contribution	0	0	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	1,303,136	1,303,136	0	0	0	0
State Funds	114,825	114,825	0	0	0	0
County Grants / Support	1,188,311	1,188,311	0	0	0	0

Disability	Funding Source	Fund Code	FED CAT ID	FED CAT NAME	Allocation
OMH	Federal Medicaid Salary	900	93.778	FEDERAL MEDICAID SALARY SHARING	44,015

OMH Comments:

OPWDD Comments:

OASAS Comments:

HUD Comments:

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

Appendix A1.2

Provider: NEW DIRECTIONS YOUTH AND FAMILY SERVICES
Site: FVN CC
Program Code: SPCC
Disability: MH
Site ID: 00
Status: Approved

Comments:

Service Description:

Initiated in November 2003, the primary mission of New Directions' Wraparound Program is to divert placement of at-risk youth to out of home placements by promoting the family's stability, competency, and self-sufficiency. Utilizing a culturally competent strength based and needs driven process, families are assisted in developing and organizing supports, services, and resources in order to achieve their goals, vision, and self-sufficiency.

Referrals for the New Directions' Wraparound Program are screened by the Erie County Family Voices Intake Committee. Primary referral sources include but are not limited to the Erie County Department of Mental Health, Erie County Department of Social Services, local residential treatment programs, various mental health service providers, and the juvenile justice system.

Services in New Directions' Wraparound Program are delivered through Care Coordinators, carrying a maximum caseload of 11 youth and their families. Family Support Partner/Parent Advocate support is offered to each family upon entry to the Program. This support offers advocacy, and assistance with referral and linkage with systems and benefits programs, parenting skill building, financial and/or housing assistance, and school placement issues. The Family Support Partner also facilitates Parent Support Groups open to all parents served through New Directions' Wraparound Program, both current and former.

The Director is expected to ensure effectiveness and fidelity to the Wraparound model through supervision and support.

The following principals provide the foundation for all service delivery through the New Directions' Wraparound Program:
• Family driven planning – The youth and family are better equipped to identify and prioritize their own needs and how those needs can best be met.
• Team-based – The Child and Family Team (CFT), made up of natural supports, community systems and service providers, works together to develop and implement a plan to address unmet needs in support of the family's vision.
• Collaborative – CFT members work collaboratively in developing, implementing, monitoring, and evaluating plans and services.
• Community-Based – Planning and services should be provided in the family's home and/or community and should support the most inclusive and least restrictive setting for youth.
• Culturally-competent – All aspects of the Wraparound process must be culturally competent building on the unique values, preferences, and beliefs of the youth and family.
• Individualized – All aspects of the Wraparound process must be individualized to respond to the unique needs, goals, and vision of the youth and family.
• Strength-Based – Wraparound process and planning must incorporate and/or enhance the youth and family's strengths as well as those of the Team and the community.
• Flexible – All aspects of the Wraparound process are tailored to respond to the unique

needs and goals of the family and are altered as necessary to meet changing needs.

The following services are offered through New Directions' Wraparound Program:
• Assist families in identifying their strengths, needs, and family vision based on their unique family culture.
• Assist families in identifying and forming a CFT comprised of natural supports, community/systems and Family Voices Network Vendor Services Providers.
• Assist families in developing comprehensive plans to prevent or minimize crisis and to ensure safety for the youth, family, and the community at large.
• Facilitate CFT meetings at least once per month; utilizing meetings to develop a comprehensive Plan of Care to address identified needs.
• Promote the utilization of strengths, skills, and natural resources to meet needs and build youth and family competencies.
• Coordinate and purchase individualized services, through the Family Voices Network Vendor Services for identified needs that cannot be met via existing resources and supports.
• Provide 24 hour on-call support through the Care Coordinator and Crisis Planning in response to unplanned crisis situations.
• Monitor outcome data and utilize this information to track progress and adjust Plans of Care as needed. Collaborate with systems and other providers to ensure coordination of services to meet the child and family's needs.
• Maintain relationships with community and neighborhood organizations and resources to promote the development of the natural supports for the youth and family.
• Develop transition plans for youth and families to sustain success and self-sufficiency following discharge from the Wraparound Program.

Youth and families referred to the Wraparound Program have complex needs and often enter the program during a time of crisis or significant transitional period. At the time of intake, youth and their families are often facing issues including: the return home of a child who has not lived with the family for a significant period of time; involvement with the juvenile justice legal system; substance and/or alcohol abuse; escalating mental health; emotional and/or behavioral problems; conflicted family relationships; and economic instability. In order to best assist families in achieving and/or maintaining stability, we believe timely engagement with the youth and family is critical. Therefore, Care Coordinators are expected to meet with families face-to-face within 3 days of case assignment. The initial engagement meeting should discuss "at risk behaviors" with family and be address with a service provider within 7 days of opening case. The first contact and should occur in the family home unless another meeting site is preferred by the youth and/or family. Engagement meetings with the youth and family are utilized to explain the Wraparound Program, discover the family's unique culture and identity, identify the family's short-term and long-term vision, begin to identify the youth and family's strengths and needs, formulate the CFT, and establish a preliminary crisis/safety plan.

Target Population:

The wraparound program is a voluntary program that maintains a "no rejection" policy based on the target population and the willingness of each youth and family to participate in services.
Populations Includes:
youth identified as being at risk of placement
Youth who have returned home from placement and are at risk of replacement due to emotional, mental health and/or behavioral needs.
Youth 5 to 18 years of age exhibiting the following:
PINS or PRE-PINS conduct
Juvenile Delinquency
Poor school attendance/truancy
Sexual acting out
Drug or alcohol abuse
Mental Health problems

Special Population:

Notes:

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%
Vendor service should target the behaviors identified as at risk for further system penetration
Youth Location at Discharge:
Living Location at Discharge in community/natural support: >90%
Inpatient Psych Hospitalization (Brylin, CPC, ECMC): <5%
RTC: <5%

Objectives Met : >70%

LOS <8months (240 days) - >85%

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

Site Address:	4511 Harlem Rd Amherst NY 14226
Site Administrator:	James Coder
Operating Hours:	On-Call 24 hours
Evidence Based Practice:	Yes
- If yes, specify sanctioning organization or description of performance measurement system.	MIS Data Dashboard
Direct Service FTEs:	8ccs 2 supervisors and 1 medicaid billing manager
Average Length of Stay:	228 days
# Of Ind Served - Actual Prior Year:	140
# Of Ind Served - Annualized Current Year:	157
# Of Ind Served - Projected For Contract Year:	157
# Of Ind By Age 0 To 17 - Annualized For Current Year:	157
# 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:	65

 # Of Ind By Gender Male Annualized For Current Year: 92

APPENDIX C
COUNTY OF ERIE
CERTIFICATES OF INSURANCE

County of Erie Standard Insurance Certificate

LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I Insured	Name	New Directions Youth & Family Services
	Address	6935 Old Niagara Rd., Lockport, NY
	Zip	14094
	Phone No.	(716) 433-4487
II Issuing Agency	Name	Slone Melhuish & Co.
	Address	PO Box 878, Jamestown, NY
	Zip	14701
	Phone No.	(716) 483-1591

III Companies Affording Coverages

A PHILADELPHIA INSURANCE

B

C

D

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance By Checking the Box		Policy Number	Effective Date & Expiration	Limits of Liability in Thousands Check the Box	Occurrence	Aggregate
Company Letter - from III above	1. General Liability ☒ Comprehensive Form ☒ Premises and Operations ☒ Products/Completed Operations ☒ Independent Contractors ☒ Contractual ☒ Personal Injury ☒ Broad Form Property Damage ☒ Explosion, Collapse ☒ Underground Hazard			☐ Bodily Injury Property Damage OR ☒ Combined Single Limit		
A		PHPK1297180	03/01/15 to 03/01/16		$1,000,000	$3,000,000
A	2. Automobile Liability ☒ Comprehensive Form OR ☐ Schedule Form ☐ owned ☐ hired ☐ non-owned	PHPK1297180	03/01/15 to 03/01/16	☐ Bodily Injury Property Damage OR ☒ Combined Single Limit	$1,000,000	
A	3. Excess Liability ☒ Umbrella Form OR ☐ other than umbrella ☐ auto ☐ general ☐ both	PHUB490491	03/01/15 to 03/01/16	Bodily Injury & Property Damage Combined $ 7,000,000 Self Insured Retention $ 10,000		
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
A	5. Other ☒ Property Professional Liability	PHPK1297180	03-01-15-03/01/16	Blanket Building & Contents-$24,517,327 $1,000,000/$3,000,000		

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V. County of Erie is included as an additional insured under the following Policy numbers: PHPK1297180 & PHUB490491

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the Insured, the issuing company will endeavor to mail 30 days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice:

County of Erie
c/o Department of Law
95 Franklin Street, Room 1634
Buffalo, NY 14202
716-858-2200

Date Issued: 02/25/15

Auth. Representative: Randy Graham

Firm name & address: Slone Melhuish & Co
PO Box 878, Jamestown, NY 14701

FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

new directions
YOUTH AND FAMILY SERVICES

February 23, 2015

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

Dear Ms. Bennett:

New Directions Youth & Family Services, Inc. meets the required $5,000,000 aggregate through our umbrella policy.

New Directions provides Foster Care, Residential, Educational, Detention, Preventive, Family Assessment Response, Hard-to-Place and Managed Care Services.

Please let me know if additional information is required. Thank you.

Sincerely,

James W Coder

James W. Coder
CEO

ORIGINAL DOCUMENT
ON FILE
MAR 0 2015
IN LAW DEPARTMENT

Randolph Office: 356 Main Street ER, Randolph, NY 14772 Phone: 716-358-3636 Fax: 716-358-3092
www.fosteringgood.com

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

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

COVERAGE IS PROVIDED BY:
Philadelphia Indemnity Insurance Company

Policy Number: PHUB490491

COMMERCIAL EXCESS LIABILITY DECLARATIONS

NAMED INSURED: New Directions Youth & Family Services, Inc.
MAILING ADDRESS: 356 Main Street Er
RANDOLPH NY 14772-9696

POLICY PERIOD:
From: 03/01/2015 To: 03/01/2016 at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business: Corporation

Business Description: Non-Profit Organization

ORIGINAL DOCUMENT ON FILE
MAR 0 . 2015
IN LAW DEPARTMENT

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.	$	7,000,000	Each Occurrence
Item 3.	$	7,000,000	General Aggregate Limit
Item 4.	$	7,000,000	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: $41,222.00

Forms Applicable:

PI-UMTER-DN (10/12) (10/14)
PI-CXL-010 (6/92)
PI-CXL-014 (9/94)
PI-CXL-021 (6/95)
PI-CXL-025 (10/09)
PI-CXL-026 NY (12/97)
PI-CXL-029 NY (5/99)
PI-CXL-039 (1/03)
PI-CXL-054 (4/10)
CXL-NY-1 (1/95)
CXL-NY-2 (1/95)
CXL-NY-3 (1/95)
IL 09 85 M (1/03)
PI-CXL-003 (6/92)
PI-CXL-004 (6/92)
PI-CXL-004 (6/92)
PI-CXL-006 (6/92)
PI-CXL-007 (6/92)
PI-CXL-009 (6/92)
PI-CXL-001 (6/92)

PROPOSED SCHEDULE A - SCHEDULE OF PRIMARY INSURANCE

This Schedule forms a part of your Excess Policy No PHUB490491. If attached after the policy is issued, state effective date of this amended schedule.

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

Carrier: Philadelphia Indemnity Insurance Company

Dates: 03/01/2015 to 03/01/2016 Policy # PHPK1297180

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: Philadelphia Indemnity Insurance Company

Dates: 03/01/2015 to 03/01/2016 Policy # PHPK1297180

[ ] Comprehensive General Liability

[ ] Combined Bodily Injury & Property Damage Liability

$ Each Occurrence

$ Aggregate Products / Completed Ops

$ Aggregate Contractual

$ Aggregate Independent Contractors

$ Aggregate (Other)

[ ] Split Limits

Bodily Injury Liability

$ Each Occurrence

$ Aggregate Products / Completed Ops

$ Aggregate (Other)

[X] Commercial General Liability

[X] Occurrence Basis

[ ] Excluded

[ ] Claims Made

General Aggregate Limit (Other than Prod / Completed Ops)	$ 3,000,000
Prod / Completed Ops Aggregate Limit	$ 3,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Each Occurrence Limit	$ 1,000,000

Defense Costs: [ ] Subject to Aggregate Limit

Property Damage Liability

$ Each Occurrence

$ Aggregate Premises / Ops

$ Aggregate Contractual

$ Aggregate Independent Contractors

$ Aggregate Products / Completed Ops

$ Personal Injury Liability

$ Aggregate (Other)

[X] Not Subject To Aggregate Limit

C. [X] 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	PHPK1297180	03/01/2015	to	03/01/2016
[X] EBL	$ 1,000,000	$ 3,000,000	PIIC	PHPK1297180	03/01/2015	to	03/01/2016
[ ] Abuse and Molestation	$	$				to	
[ ] 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) 851-9149

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 160743220
NEW DIRECTIONS YOUTH AND
FAMILY SERVICES INC
6395 OLD NIAGARA ROAD
LOCKPORT NY 14094

POLICYHOLDER	CERTIFICATE HOLDER
NEW DIRECTIONS YOUTH AND FAMILY SERVICES INC 6395 OLD NIAGARA ROAD LOCKPORT NY 14094	COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO NY 14202

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
B 2124 075-9	644315	04/01/2015 TO 04/01/2016	3/5/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2124 075-9 UNTIL 04/01/2016, 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 04/01/2016 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.

ORIGINAL DOCUMENT ON FILE
MAR 07 2015

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: 492605164

U-26.3

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) New Directions Youth & Family Services Inc 6395 Old Niagara Road Lockport, NY 14094	1b. Business Telephone Number of Insured (716) 433-4487 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 160743220
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Erie 95 Franklin Street Buffalo, NY 14202	3a. Name of Insurance Carrier Guardian Insurance Company 3b. Policy Number of entity listed in box "1 a", 00956785DBL 3c. Policy effective period: 1/1/2015 to 1/1/2016

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 2/9/2015 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 716-849-8618 Title Managing Partner

ORIGINAL DOCUMENT ON FILE
FEB 17 2015

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, 328 State Street, Albany, New York 12207.

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

State Of New York
Workers' Compensation Board

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

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

Telephone Number _____ Title _____

***Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents or those insurance carriers are authorized to issue Form DB- 120. 1. Insurance brokers are NOT authorized to issue this form.*

DB-120.1 (5-06)

Additional Instructions for Form DB-120.1

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

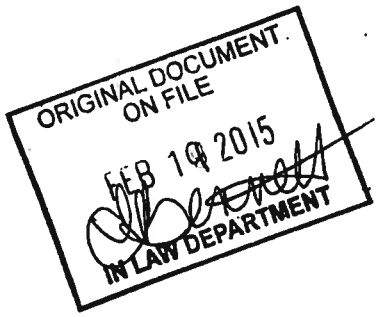
Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage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

DISABILITY BENEFITS LAW

§220. Subd. 8

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

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



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,

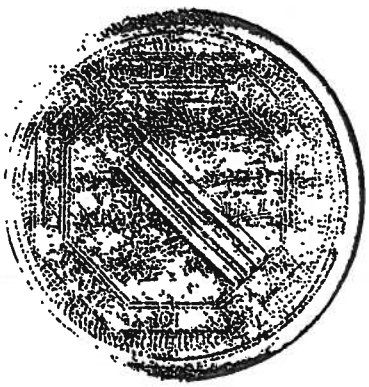
3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

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.

James W. Coder
Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:
A)
_____, being duly sworn, states he or she is the owner of (or a partner in) _____, 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)
James W. Coder, being duly sworn, states that he or she is the Name of Corporate Officer CEO, of New Directions Youth & Family, 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 31st
Day of December, 2014
Stacy M. Jackson

STACY M. JACKSON
NOTARY PUBLIC.STATE OF NEW YORK
REGISTARATION No. 01JA6123966
QUALIFIED IN ERIE COUNTY
My Commission Expires March 21, 2017

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 New Directions Youth & Family 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, 2015 ("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 New Directions Youth & Family 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: New Directions Youth & Family Services, Inc.
6395 Old Niagara Rd.
Lockport, NY 14094
Attn: James W. Cody

XI. SEVERABILITY

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

XII. INTERPRETATION

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

XIII. STATE LAW

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

XIV. GOVERNING LAW

To the extent not superseded by Federal law, the rights and obligations of the Parties hereto under this Business Associate Agreement shall be governed by the laws of the

State of New York without regard for its conflicts of laws provisions. Any action arising out of or related to this Business Associate Agreement shall be brought in, and the parties agree to the jurisdiction of, the Supreme Court, located in Erie County, State of New York. If the matter is brought in Federal Court, the parties agree to the venue of the Western District of New York.

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

ERIE COUNTY DEPARTMENT OF MENTAL HEALTH

By: Deborah A. Goldman

Print Name: Deborah Goldman/John Grieco

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

Date: 2/5/15

NEW DIRECTIONS YOUTH & FAMILY SERVICES, INC.

By: James W. Cody

Print Name: James W. Cody

Title: Chief Executive Officer

Date: 12/31/14

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 Dependency Svcs ASA	3,718,404	3,480,470	147,722	-	-	-
517518	Alcohol & Drug Dependency 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	-