



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5901

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

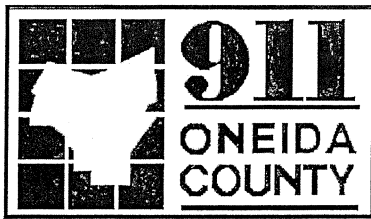
May 25, 2011

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2011-171	Additional Information
2011-179	Public Safety, Ways & Means
2011-180	Public Safety, Ways & Means
2011-181	Public Health, Ways & Means
2011-182	Public Health, Ways & Means
2011-183	Public Health, Ways & Means
2011-184	Ways & Means
2011-185	Courts, Laws & Rules, Ways & Means

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ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente., County Executive
120 Base Rd. Oriskany, NY 13424

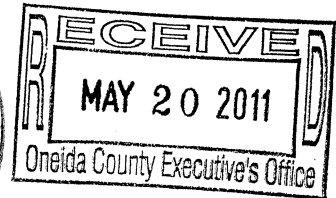
Kevin W. Revere, Director
(315) 765-2526 Fax (315) 765-2529

FN 20 11 - 179

PUBLIC SAFETY RECEIVED

MAY 23 2011

WAYS & MEANS



May 18, 2011

County Executive Anthony J. Picente, Jr.
800 Park Ave.
Utica, NY 13501

Dear County Executive Picente,

Attached is quote from Intrado Corporation, which is the company that Oneida County purchased its CAD from several years ago. The quote is for a CAD position in our training room to be made a part of our recent enhanced training program. This project is critical to the integrity of our emergency communications system in addition to the consolidation efforts that are currently underway. This purchase is proprietary in nature and can not be provided by any other vendor.

I am requesting your assistance in the processing of this purchase requisition through a standardization resolution through the Board of Legislators.

The funding for this is covered under a Homeland Security Grant (Capital account H346), no county dollars are involved.

If you have any questions, please advise me. Thanks for your help.

Sincerely,

Kevin W. Revere

Cc: Mello Testa, Purchasing
Mark Laramie, DPW

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 5/23/11



VIPER CAD Position Expansion
For
Oneida Co, NY

The terms and conditions available at <http://www.positron911.com/legal/PositronTerms.pdf> will apply to this Quote, unless the parties have entered into a separate mutually executed agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply.

Summary - Base System

Item	Cost
VIPER CAD	\$ 12,857.14
Power IWS Hardware	\$ 2,607.00
Installation Services	\$ 2,142.86
Total	\$ 17,607.00

Summary - Maintenance Services

Item	Cost
VIPER CAD Bundled Maintenance - Years 2-5	\$ 23,274.67

Configuration Parameters

CAD Solution

Number of new VIPER CAD Positions to be added 1

Miscellaneous

Number of monitors per position 2
Monitor Type 19 Inch LCD

Model #	Description	Qty	Unit Cost	Total
<hr/>				
1,2 VIPER CAD				
Q10702	VIPER CAD Client License	1		
			Subtotal \$	12,857.14
<hr/>				
1 Power IWS Hardware				
914102	IWS Workstation Computer (Elite8000)	1		
100P000208-001	Video Card M-series 9125 PCIe x16 Dual Link DVI	1		
E10009	19 Inch LCD Monitor	2		
914121/1	IWS Workstation - Underlying Software	1		
			Subtotal \$	2,607.00
<hr/>				
Installation Services				
Q10703	VIPER CAD Remote Installation Services	1		
			Subtotal \$	2,142.86
Total				\$ 17,607.00

<u>Model #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total</u>
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Maintenance Services - Base System

VIPER CAD Bundled Maintenance - Years 2-5

Q10704	Maintenance - Year 2	1	\$ 5,400.00	
Q10705	Maintenance - Year 3	1	\$ 5,670.00	
Q10706	Maintenance - Year 4	1	\$ 5,953.50	
Q10707	Maintenance - Year 5	1	\$ 6,251.17	
			Subtotal	\$ 23,274.67

Notes

- 1** Tiburon requires remote VPN access to the customer site (minimum 1Mbps)
The minimum bandwidth dedicated to the application across sites is T1 (1.544 Mbps)

VIPER CAD's Map module is a MAP/GIS viewing software. Customer must supply and maintain GIS data. GIS data must be in ESRI.shp format that conforms to guidelines provided by Tiburon.

Customer to install IWS hardware in preparation of remote installation of VIPER CAD software.

Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.
FCA, Positron

PAYMENT NET 30 Days

DELIVERY TBD.

VALIDITY 60 days.



This letter serves to notify you regarding the system equipment proposed for the Oneida County PSAP Viper CAD Upgrade Request.

Intrado Public Safety Systems is the 911 Telephone System equipment manufacturer and provider of necessary components. This equipment is distributed in the State of New York to Oneida County directly. Intrado has no other approved distribution channel for providing the proposed equipment in Oneida County.

The proposed equipment list for the 911 system addition is a proprietary Computer Aided Dispatch system, and designed for connection to the existing Oneida County PSAP Viper CAD system installed and in place today. There are no other manufacturers of the Viper CAD system.

Should you have any further questions, please do not hesitate to call me directly.

Robert Grudberg
Account Executive
Emergency Responder Division
Intrado Inc.

1415 Frederick Pike
Littlestown, PA 17340
mobile: 717-479-6496
fax: 720.494.6600
email: roert.grudberg@intrado.com
www.intrado.com

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Dawn Catera Lupi
First Assistant

Kurt D. Hameline
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville

Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline
Steven P. Feiner

FN 20 11 - 180

PUBLIC SAFETY

May 4, 2011



The Honorable Anthony J. **WAYS & MEANS**
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

Enclosed is an amended budget for our IMPACT VII contract. This grant was originally approved by the Board of Legislatures on December 29, 2010. In the budget, \$15,800.00 was awarded to us and the use of these additional funds was to be determined. Our office has decided to use the funding to aid the Utica Police Department's METRO Unit and we have broken down the funding as follows:

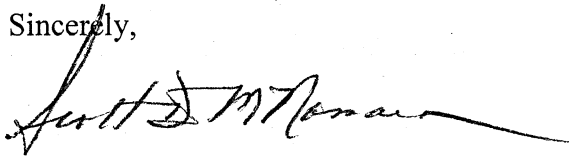
\$10,092.00	Overtime for the METRO Unit
\$2,728.00	Camera w/lens and back-up battery pack for the METRO Unit
\$1,010.00	Surveillance Kit for the METRO Unit
\$675.00	Flashlights for the METRO Unit
\$1,295.00	Camcorder w/battery pack and memory stick for the METRO Unit

I am hereby requesting your review and approval of this amendment. After doing so, if necessary, please forward this information to the Oneida County Board of Legislators for their review and approval.

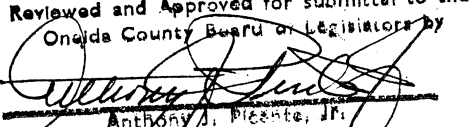
Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

Sincerely,


Scott D. McNamara
Oneida County District Attorney

SDM/jb
Enc.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 5/23/11

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:
Oneida County District Attorney

Title of Activity or Service:
IMPACT VII - AMENDMENT

Proposed Dates of Operation:
07/01/10 - 06/30/11

Client Population/Number to be Served:

Summary Statements:

1) **Narrative Description of Proposed Services**

Funds will be used to support coordinated strategic crime fighting and violence prevention initiatives. This project is New York State's multi-agency crime fighting program designed to achieve sustained, long term crime reduction through intelligence-led policing.

This grant was originally approved by the Board of Legislatures on December 29, 2010. In the budget, \$15,800.00 was awarded to us and the use of these additional funds was to be determined. Our office has decided to use the funding to aid the Utica Police Department's METRO Unit and we have broken down the funding as follows:

- \$10,092.00 Overtime for the METRO Unit
- \$2,728.00 Camera w/lens and back-up battery pack for the METRO Unit
- \$1,010.00 Surveillance Kit for the METRO Unit
- \$675.00 Flashlights for the METRO Unit
- \$1,295.00 Camcorder w/battery pack and memory stick for the METRO Unit

2) **Program/Service Objectives and Outcomes:**

3) **Program Design and Staffing**

Total Funding Requested:
\$143,500.00

Account #:
A3038
A1165.495124

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$):
\$143,500.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

ONEIDA COUNTY SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
Acting through Oneida
County District Attorney

(Hereinafter referred to
as the County)

FUNDING SOURCE

NYS Division of Criminal Justice
4 Tower Place
Albany, New York 12203-3702

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT

From: 07/01/10
To: 06/30/11

COUNTY RESOLUTION NO.

Adopted on:

FINANCIAL TERMS OF AGREEMENT:

Total Program	Approved	Matching
Budget: \$143,500.00	Funds:	Funds: \$0

GENERAL LIABILITY INSURANCE:

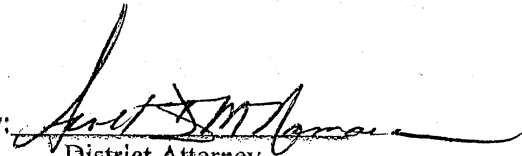
\$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County District Attorney, and the Service Provider referred to above.

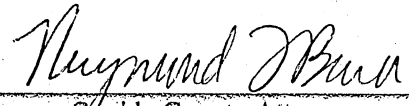
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By: _____
County Executive

By: 
District Attorney

Approved as to form

By: 
Oneida County Attorney

<p>STATE AGENCY Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p>NYS COMPTROLLER'S NUMBER: C484116 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: DCJS NUMBERS: OI10484116 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-0000480 MUNICIPALITY NO: (if applicable) 300100000 000</p>	<p>INITIAL CONTRACT PERIOD: FROM 07/01/2010 TO 08/30/2011 FUNDING AMOUNT FROM INITIAL PERIOD: \$143,500.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: _____ (Enter number or Exempt) If "Exempt" is entered above, reason for exemption. <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**Project No.**

OI10-1048-D01

Grantee Name

Oneida County

05/04/2011

AGREEMENT

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the

CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Project No.**

OI10-1048-D01

Grantee Name

Oneida County

05/04/2011

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement

schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used

for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the

State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law '165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>. (rev) June, 2006

Certified by - on

Award Contract**Project No.**

O110-1048-D01

Grantee Name

Oneida County

05/04/2011

APPENDIX A1**AGENCY-SPECIFIC CLAUSES**

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:
A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened;

and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and

possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an

alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter; Report Due

January 1 - March 31; May 15

April 1 - June 30; August 15

July 1 - September 30; November 15

October 1 - December 31; February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported

expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

VER:05/05/10

Certified by - on

Award Contract**Project No.**

OI10-1048-D01

Grantee Name

Oneida County

05/04/2011

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Probation Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime - Probation Officers	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Total				\$20,000.00	\$20,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$20,000.00	\$20,000.00	\$0.00

Oneida County District Attorney - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Field Intelligence Officer	1	\$40,970.00	\$40,970.00	\$40,970.00	\$0.00
2	IMPACT/Domestic Violence Assistant District Attorney	1	\$43,895.00	\$43,895.00	\$43,895.00	\$0.00
3	OT for METRO Unit	1	\$10,092.00	\$10,092.00	\$10,092.00	\$0.00
Total				\$94,957.00	\$94,957.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Field Intelligence Officer - Fringe Benefits	1	\$10,974.00	\$10,974.00	\$10,974.00	\$0.00
2	IMPACT/Domestic Violence ADA - Fringe Benefits	1	\$11,861.00	\$11,861.00	\$11,861.00	\$0.00
Total				\$22,835.00	\$22,835.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Camera w/lens and battery back up for METRO Unit	1	\$2,728.00	\$2,728.00	\$2,728.00	\$0.00
2	Surveillance Kit for METRO Unit	1	\$1,010.00	\$1,010.00	\$1,010.00	\$0.00
3	Flashlights for METRO Unit	5	\$135.00	\$675.00	\$675.00	\$0.00
4	Camcorder w/battery pack & memory stick	1	\$1,295.00	\$1,295.00	\$1,295.00	\$0.00
Total				\$5,708.00	\$5,708.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$123,500.00	\$123,500.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$143,500.00	\$143,500.00	\$0.00

Award Contract**Project No.**

OI10-1048-D01

Grantee Name

Oneida County

05/04/2011

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule**PAYMENT and PAYMENT DUE DATE**

- 1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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Certified by - on

Award Contract**Project No.**

OI10-1048-D01

Grantee Name

Oneida County

05/04/2011

APPENDIX D - Work Plan**Goal**

The goal of Operation IMPACT VII in Oneida County is to continue the reduction in incidents of Part 1 crime, particularly violent and firearm-related violent crime through active partnerships, timely accurate crime data and analysis, and the focused collection and sharing of intelligence among partner agencies.

Objective #1

To convene meetings of the Oneida County IMPACT Partnership in order to evaluate crime data for patterns and trends and assess the IMPACT VII strategy for crime reduction.

Task #1 for Objective #1

The Oneida County IMPACT Partnership will hold monthly meetings to evaluate their crime data for patterns and trends and assess the effectiveness of their IMPACT strategy attended by representatives from the partner agencies that signed the IMPACT VII Memorandum of Understanding.

Performance Measure

- 1 Date, time and location for each meeting.

Objective #2

To continue the enhancement of the Field Intelligence Officer within the Oneida county District Attorney's Office.

Task #1 for Objective #2

Employment of a Field Intelligence Officer in the Oneida County District Attorney's Office who will conduct daily debriefings of arrestees, inmates and other person of interest, and will act as liaison(s) with other law enforcement agencies in the partnership regarding all field intelligence.

Performance Measure

- 1 Name and starting date of Field Intelligence Officer(s) hired.
- 2 Number of debriefings on inmates.
- 3 Number of debriefings on arrestees.
- 4 Number of debriefings on persons of interest.
- 5 Summary of any other contributions of each of the funded FIOs.
- 6 Provide examples of reports and/or bulletins that are developed and distributed by the agency Field Intelligence Officer(s).
- 7 Notify DCJS of any changes of personnel.

Task #2 for Objective #2

The grantee will provide a brief narrative regarding activity reflected by the performance measures included in the Quarterly Progress Report.

Performance Measure

- 1 Include in the appropriate Quarterly Progress Report to DCJS a narrative summarizing activity reflected in the Performance Measures.

Objective #3

To continue the improvement and expansion of the abilities of the Field Intelligence Officer through appropriate training.

Task #1 for Objective #3

The Field Intelligence Officer(s) will be available to participate in DCJS training upon request or as needed.

Performance Measure

- 1 Type of training course attended (provide DCJS with a copy of training announcement).
- 2 Dates of training.
- 3 Name(s) of Field Intelligence Officer(s) who attended training.
- 4 Copy of course completion certificate(s).
- 5 Prior DCJS approval obtained for out-of-state training.

Objective #4

To decrease the incidence of Part 1 crime, particularly violent and firearm-related violent crime through enhanced investigations and vertical prosecutions.

Task #1 for Objective #4

The grantee will designate personnel who will vertically prosecute Part 1 crime, particularly violent and firearm-related violent crime and report on this activity in the quarterly progress report to DCJS.

Performance Measure

- 1 Personnel assigned (Note: include rank, name, and duties).
- 2 Number of misdemeanor arrests prosecuted by DA's Office.
- 3 Number of felony arrests prosecuted by DA's Office.
- 4 Number of confidential informants developed.
- 5 Number of warrants issued.
- 6 Number of indictments.
- 7 Number of misdemeanor convictions.
- 8 Number of felony convictions.
- 9 Type(s) of sentencing (city, county, state, probation, etc.).

Objective #5

To implement the joint agency initiative as outlined in the IMPACT VII strategy to directly combat violent crime in Oneida County with support and assistance from the other law enforcement partners.

Task #1 for Objective #5

Deploy targeted operations for the probation department as outlined in the IMPACT VII strategy through the joint agency initiative.

Performance Measure

- 1 Type of operation.
- 2 Area where the details took place.
- 3 Date(s) and duration of the events.
- 4 Number of officers assigned.
- 5 Number of overtime hours.

- 6 Actual overtime expenses.
- 7 Number of warrants.
- 8 Number of felony arrests.
- 9 Number of misdemeanor arrests.
- 10 Number of violations issued.

Task #2 for Objective #5

The grantee will provide a brief narrative regarding current activity taken by the probation department as reflected by the performance measures included in the Quarterly Progress Report.

Performance Measure

- 1 Include in the appropriate Quarterly Progress Report to DCJS a narrative summarizing the activity reflected in the Performance Measures.

Award Contract**Project No.**

OI10-1048-D01

Grantee Name

Oneida County

05/04/2011

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

General Conditions**APPENDIX D - Special Conditions**

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$ 0 from the total contracted amount.

Consistent with Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures.

All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Grantee agrees that all specifications for technology purchases exceeding \$5000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Funding and Program Development.

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable. Law enforcement agencies must submit full UCR Part 1 crime reports (including supplemental homicide reports) and domestic violence victim data to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Failure to submit this information may result in grant funds being withheld. UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

On a quarterly basis the Grantee will maintain written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be

supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of a DCJS grant award, grantees should submit progress reports as follows:

Four (4) progress reports for contracts of \$100,000 or more;
Two (2) progress reports for contracts between \$1 and \$99,999.

Please Note: Four (4) Quarterly Progress Reports are required for all Operation IMPACT and Drug Treatment Diversion Program grantees. Whenever possible, the District Attorney's Office or the primary police department should coordinate the submission of the quarterly progress reports so that one consolidated report is submitted for all IMPACT funded agencies within an IMPACT county.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Strategy Special Conditions

Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Youth Violence Reduction, DNA Evidence Collection, STEPS, DMI, or Re-Entry, that the implementing agency(s) will coordinate their IMPACT strategy with those other strategy initiatives in the county.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

As per NYS Executive Law, Article 35, §837-a (8), DCJS is mandated to submit an Operation IMPACT Annual Report. As such, agencies receiving IMPACT funds shall be required to submit separately, in a consolidated report to be compiled and submitted by the District Attorney's Office and/or primary IMPACT police department on behalf of the full partnership, a detailed written report regarding their Operation IMPACT initiatives for the calendar year 2009. This report will be submitted no later than November 15, 2009 and shall include:

- (a) The types of crime data obtained, analyzed and used regularly by the IMPACT Partnership;
- (b) A description of the local IMPACT crime reduction strategy, including any modifications;
- (c) The number of personnel from each local, state and federal agency participating in various Operation IMPACT activities;
- (d) A description of training provided to participating personnel in connection with Operation IMPACT;
- (e) The number of arrests made by law enforcement as a direct result of Operation IMPACT;
- (f) The number of prosecutions as a direct result of Operation IMPACT activities and the disposition of those cases;
- (g) The number of IMPACT related cases and IMPACT related gun crime cases transferred for federal prosecution;
- (h) Any available demographic information about persons arrested and prosecuted and the disposition of such matters;
- (i) Any other information about the program's effectiveness in reducing crime.

Participating law enforcement agencies receiving IMPACT funding shall submit all crime guns and guns recovered under conditions requiring investigation into the New York State Criminal Gun Clearing House via NYSPIN GGUN. Law enforcement agencies shall also submit all crime guns and guns recovered under conditions requiring investigation to the respective Firearms Laboratory for testing and requested entry into NIBIN (National Integrated Ballistics Identification Network).

Primary and DCJS-designated secondary IMPACT police departments will submit Monthly IMPACT Gun Data Reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury or death, the number of shooting victims, the number of crime guns recovered, and the number of firearms submitted to the lab for entry into NIBIN.

Participating law enforcement agencies receiving IMPACT funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

All IMPACT funded agencies that are responsible for the management of sex offenders will be vigilant in

maintaining current addresses for all sex offenders assigned to their jurisdiction and promptly report any action taken with regard to address verification on eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

All IMPACT funded agencies that are responsible for obtaining photos due from sex offenders under their supervision will do so in a timely manner and promptly upload the updated photos to eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

Participating law enforcement agencies shall ensure that their department's process for submitting fingerprint cards to DCJS includes a mechanism to flag those arrests where a Domestic Incident Report (DIR) is filed in the criminal incident. All IMPACT funded agencies are monitored for this requirement.

All agencies receiving IMPACT funding that have a responsibility to collect DNA samples from offenders under their supervision who, by law, are required to submit said sample will ensure that the sample is collected in a timely manner as is required by law. All IMPACT funded agencies are monitored for this requirement.

For each month that a Grantee receiving IMPACT funds fails to: (1) submit full UCR Part 1 crime reports within 30 days of the end of the month, as required above, and/or (2) participate in a meeting of the full IMPACT Partnership, and/or (3) submit monthly gun data within 30 days following the end of each month, as stated above, 1/12 of 20% of the total grant award will be deducted for the respective non-compliant agency. At no time will the amount deducted for non-compliance with these conditions exceed 20% of the total grant award.

Award Contract**Project No.**

OI10-1048-D01

Grantee Name

Oneida County

05/04/2011

Amendment created on - 03/14/2011

Prior Contract Terms

Contract Start Date - 07/01/2010

Contract End Date - 06/30/2011

Contract Amount - \$143,500.00

APPENDIX X**AMENDMENT OF GRANT CONTRACT TERMS**

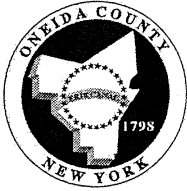
Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/afpa/forms.htm>.

Certified by - on



Anthony J. Picente Jr. County Executive

Linda M. Nelson, *Commissioner*



Phone: (315) 798-5903
Fax: (315) 798-6445
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 11-187

**PUBLIC HEALTH
WAYS & MEANS**



April 28, 2011

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

I am forwarding six (6) copies of a Purchase of Service Agreement between the Oneida County Department of Mental Health and the Center for Family Life & Recovery, Inc., for your review and signature. This new agency resulted from a well-planned consolidation of the Mohawk Valley Council on Alcoholism/Addictions, Inc. and Family Services of the Mohawk Valley, Inc.

Under the terms and conditions of this Agreement, the Center for Family Life & Recovery, Inc. will provide School and Community Based Substance Abuse Education and Prevention Programs, a Drinking Driver Program, Employee Assistance Program, Dual Recovery/MICA training, Sexual Offender Treatment and Youth Suicide Prevention.

The amount of this Agreement is \$134,009.00. **No Oneida County tax dollars are associated with this Agreement.**

Thank you for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Linda M. Nelson
Commissioner

LMN/ldr
Encs.

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 5/23/11

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Center for Family Life and Recovery, Inc.

Title of Proposed Service/Program: Alcohol Prevention and Education (OASAS)
Dual Recovery/MICA Training (OMH)
Self Help (OMH)
Advocacy (OMH)

Proposed Dates of Operation: January 1, 2011 through December 31, 2013

Client Population/Number to be Served: Persons suffering from alcoholism and other drug dependency, and their families; community agency staff; sexual offenders and survivors; schools, youth and families

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, the Center for Family Life and Recovery, Inc. will provide the following services and related programs for its merged target populations:

Drinking Driver Program

This is a Department of Motor Vehicles approved program that offers education and rehabilitation for individuals convicted of DWUI/DWI. Participants are helped to examine their arrest experience and the social, medical, legal, and driver safety problems caused by alcohol and other drug abuse. On average, 400-500 individuals are served each year. The evidence-based curriculum "Prime for Life" will be implemented as of April, 2011.

Employee Assistance Program

The Center offers professional guidance to employees and family members when personal or work-related problems become difficult to manage alone. This is a brief counseling/intervention/referral program, which serves 51 agencies and approximately 17,000 employees throughout Oneida & Herkimer Counties, averaging 53 individual and family contacts per month.

Mohawk Valley Community College

The Center provides education, intervention and/or referral services for the MVCC student population covering several semesters. Supervision and professional development mentorship are also provided to student interns enrolled in MVCC's Chemical Dependency Program.

Direct Council calls

On a daily basis, the Center receives requests for assistance from persons suffering from addiction/mental health illnesses, and family members, seeking a referral source.

Prevention Resource Center

The Center provides technical assistance to current and new community coalitions; assesses needs and strengths of each coalition; provides resources to coalitions to effectively implement evidence-based practices. Insight House, Rome Community Recovery-Center, McPike Addictions Treatment Center, Addictions Crisis Center, Milestones, Community Health and Behavioral Services and Mental Health Connections are the primary community-based services utilized to foster networking and integrative services.

School and Community-Based Prevention Programs

Programming is designed to minimize youth conduct problems by reducing at-risk behaviors and increasing protective factors. Evidence-based content (e.g. Life Skills Training for ages 7-18 & Second Step Program for ages 4-12) is delivered via a continuum of networking among various afterschool, in school and summer programs, school districts and colleges throughout the local community.

Dual Recovery/MICA Training Program

The purpose of the Dual Recovery, MICA Training Program is to provide quality training opportunities that support the capacity of local providers to respond effectively to the needs of individuals with co-occurring mental illness and chemical abuse (MICA) disorders. The Center manages associated training funds and provides program coordination with the assistance of the coalition (Dual Recovery Coordinating Council) that is comprised of key representatives from the community and agencies including, but not limited, to: Catholic Charities, Upstate Cerebral Palsy (Dual Recovery Homeless Network), Professional Counseling Center, Insight House, Conifer Park, Tully Hill, Oneida County Department of Mental Health, McPike ATC, Mohawk Valley Psychiatric Center and Central NY Services.

Sexual Offender Treatment Program

The Sexual Offender Treatment Program (SOTP) is a best practice, research-based, comprehensive program that follows the Practice Standards and Guidelines of the National Association for the Treatment of Sexual Abusers (ATSA). Its primary focus is to increase public safety and reduce recidivism by helping participants manage their sexually abusive thoughts and behaviors, understand and work on resolving their underlying issues and increase their capacity to meet their needs in functional ways and engage in productive, pro-social behaviors and activities. The program's traditional target population has been adolescents and adults who have sexually abused children and/or adolescents or adults who could not give consent. However, the agency is now working with the NYS Division of Parole for approval to start offering services to persons who sexually abused adults by means of force and/or coercion (a cohort not previously accepted). Individual, Group and Couples/Family Counseling are provided according to the individualized needs of the participants, though Group is the preferred treatment modality. Program stages include Individual Assessment, Introductory Group, Relapse Prevention/Therapy Group and Aftercare/Maintenance. A holistic, Cognitive Behavioral approach is used combining principles of Relapse Prevention, Good Lives and Risk Responsivity and Needs Models.

The Center has many pre-established collaborative relationships with other service providers within our community, which are necessary for the provision of services under this program. The agency works closely with Probation and Parole, in particular, with monthly meetings held to discuss the treatment and community management issues of each and every participant.

Youth Suicide Prevention Program

The Center’s Youth Suicide Prevention Program provides leadership to a County-wide subcommittee, which includes over 40 representatives from public and private agencies and schools. Within Oneida County, all school districts participate and the 2 BOCES sites support the project. The subcommittee promotes networking between school districts and between schools and community providers (of emergency/crisis, treatment and prevention services) through planned interaction at scheduled workshops. Brochures in English, Bosnian and Spanish are distributed to promote awareness of the risks of youth suicide. Also available are Yellow Ribbon cards identifying the local Mobile Crisis Assessment Team (MCAT) and its phone no. for at risk students to contact when they are in an emergency/crisis situation.

II. Service/Program Objectives and Outcomes:

The Center seeks to increase awareness of alcoholism and other addictions and to serve as a community referral source to facilitate recovery. Treatment objectives for the Sexual Offender Treatment Program (SOTP) include: increased acceptance of responsibility for committing sexual abuse; completing the successful implementation of one’s Relapse Prevention Plan; demonstrating success in meeting needs and accomplishing life tasks and goals in a functional, pro-social manner; and developing and making progress in resolving personal victimization and trauma issues. Program outcomes are monitored on an annual basis through the use of the Attkisson CSQ8, which is a validated Client Satisfaction Index. Established as an earlier link to appropriate treatment services for children and youth identified as at-risk, the Youth Suicide Prevention Program works to increase awareness that there are alternatives to teen suicide and to empower youth, families and the community to access resources and support services.

III. Service/Program Design and Staffing: The Center for Family Life and Recovery, Inc. acts responsibly as an advocate for its targeted substance abuse population by offering objective information and referral services for those seeking intervention and treatment, and by providing education to children and their addicted parents. Individuals are connected to all 12 step-meeting groups as well as mental health and substance abuse treatment providers. Additionally, sex offender services are provided by an extremely knowledgeable, skilled and experienced staff, both with over 20 years experience treating people who have committed sexual abuse and one of whom is a Clinical Member of the National ATSA (Association for the Treatment of Sex Offenders).

Total Funding Requested:

Gross Budget	\$134,009.00
Revenues (All Sources)	0
Net Amount	\$134,009.00
Federal Funds	0
State Funds	
OMH	\$ 54,382.00
OPWDD	0
OASAS	\$ 79,627.00
County Funds	0
Other	0

<u>Account #:</u>	A4310.49521
<u>Program/Funding:</u>	5990/300
<u>Account #</u>	A4310.49529
<u>Program/Funding:</u>	1760/200
	2770/200

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of this combined contract be approved for 2011. Respective contract amounts for 2012 and 2013 will be determined based on State Aid allocation.

Service Units: (2010 data)

SERVICE/ PROGRAM	SERVICE/ PROGRAM CODE	TOTAL NO. OF PERSONS SERVED (DUPLICATED)	TOTAL NO. OF SERVICE UNITS	DEFINITION OF SERVICE UNIT	COST PER PERSON SERVED
MVCA/A	5550	595,508	4,294	Varied	\$5.00- \$10.00 (average)
Substance Abuse Education & Prevention (Varied)					
Dual Recovery/ MICA Training	5590	407 (slight decrease from 542 in 2009)	8 Trainings Completed, 2 Trainings Scheduled & Cancelled (up from 6 in 2009)	Training program	Varied
		Total Persons Impacted: 595,915 (up from 8,397 in 2009 - using all available data)	Total Single Events: 4,304 (up from 2,176 in 2009 - using all available data)		
Family Services	2770	104	1,695.50	1 hour of assessment, individual, family and/or group therapy	\$233.53
Sexual Offender Treatment (Self-Help)					
Youth Suicide Prevention (Advocacy)					
	1760	215	215	1 hour of prevention service	\$27.90

Proposed Funding Sources (Federal \$/State \$/County \$):

State Aid only. There are NO County dollars associated with this contract.

Cost Per Client Served: See above.

Past Performance Data: The Center for Family Life and Recovery's expanded scope of service has increased its capacity to offer a variety of care options to Oneida County residents and their families. In particular, it continues to be recognized in the community as the preferred provider for the treatment of sex offenders.

Oneida County Department Staff Comments: This new agency resulted from a well-planned and approved consolidation of two former entities known, respectively, as the Mohawk Valley Council on Alcoholism/ Addictions, Inc. and Family Services of the Mohawk Valley, Inc., which became official effective January 1, 2011.

AGREEMENT

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and Center for Family Life and Recovery, Inc. (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 401 Columbia Street, Utica, NY 13502.

WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the "State") Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the County defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and, as such, each Contractor upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

WHEREAS, the Contractor is a Not-For-Profit Corporation established for the purpose; among others, of furnishing community mental hygiene services and is authorized to furnish such services to the County, and

WHEREAS, the parties hereto desire to make available to the County the Community Mental Health Services and related Programs (hereinafter referred to as the "Services") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

WHEREAS, the Contractor is desirous within its corporate powers to provide the Services described by program type in the Consolidated Budget Report (CBR) attached hereto as *Appendix A* and made a part hereof (hereinafter referred to as the "Budget") and the Service/Program Narrative attached hereto as *Appendix B* and made a part hereof (hereinafter referred to as the "Narrative").

NOW, THEREFORE, it is mutually agreed between the parties as follows:

I. TERM OF AGREEMENT

The term of this three (3)-year agreement shall commence January 1, 2011 and shall conclude December 31, 2013. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

II. SCOPE OF SERVICE

A. General

The **Contractor**, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the **County**, the **Services** outlined in *Appendix B*. The specific services are detailed by the program category specified in the **Budget**. All services will be provided, and all programs operated, in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and Regulations of the State of New York, which regulate said service. The **Contractor** must demonstrate such compliance, where applicable, by attaching the current Operating Certificates as required by the **Narrative**, Section IIA.

The **Contractor** agrees, where applicable, to provide any and all **Services**, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner.

For the purposes of this Agreement, the **Contractor** shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The **Contractor** shall neither hold itself out as nor claim to be an officer or employee of the **County**, and the agents of the **Contractor** shall neither hold themselves out as nor claim to be officers or employees of the **County** and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the **County**.

B. Levels of Service

The **Contractor** agrees to deliver the services in accordance with the number of units, services and programs as specified in the attached **Budget**. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the **Contractor** is delivering services at a rate which in the judgment of the **County** will result in a level of services below that agreed upon, the **County** may, after notifying the **Contractor** in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

C. Case Records: Confidentiality and HIPAA Communications

Where applicable, the **Contractor** shall maintain individual case records for each client participating in the **Services** as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory

to the County Department of Mental Health and appropriate State agency. The case records for each client receiving the Services provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers, and other providers of mental hygiene services or other health care staff, who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider should be kept confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the Contractor and the receiving individual or agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The Contractor's obligation to perform as provided in this section continues beyond the termination of this Agreement.

D. Participation in County Planning Process

The Contractor agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by Contractor; submission of planning reports and CON applications and/or Prior Approval and Review (PAR) applications to the County prior to submission to the State; attendance and cooperation with various ad hoc work groups of the subcommittee; submission of various demographic reports on Services in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the County through the Department of Mental Health in a timely manner for inclusion in planning documents.

E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admission and Termination Committee; MICA Network Committee; Mental Health and Drug Court Planning Committees

The Contractor shall participate, where applicable, in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admission and Termination Committee; and/or MICA Network Committee; and/or Mental Health and Drug Court Planning Committees. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information

(PHI) or Individually Identified Health Information (IIHI). This required Contractor participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the Contractor shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the Contractor shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings; however, there may be circumstances under which PHI and/or IIHI must be exchanged to fulfill the County's oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

Where applicable, the Contractor agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the Contractor is part of the Children and Youth SPOA/A committee and process, the Contractor agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the Contractor is part of the Adult SPOA/A committee and process, the Contractor agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the Contractor will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with Federal HIPAA regulations and New York State Mental Hygiene Law.

III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

A. Budget and Total Amount of Agreement

The Contractor expressly represents and agrees that the Budget for the services and programs attached hereto and made a part hereof, lists personnel and all other estimated costs of service, estimated revenue, and units of service to be rendered by the Contractor under this Agreement, and shall not exceed the total Approved Net Operating Cost.

B. Budget Revisions

In the event that New York State modifies the budget instructions/format during the course of this contract period, the Contractor shall submit a revised budget within a time frame established by the County.

The County shall review and consider any request by the Contractor to revise the Budget submitted to the County no later than thirty (30) days after the expiration of this Agreement. The Oneida County Department of Mental Health, in its sole discretion, may approve such a request, provided that the total payment is not increased. Upon approval, the Budget as revised shall, for purposes of this Agreement, replace the Budget previously appended and made a part hereof.

C. Contractor, County and State Share of Net Budget Costs

The Contractor agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in *Appendix A* of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the Contractor, the County agrees to provide the Contractor with an amount not to exceed the total County share indicated in *Appendix A* attached hereto which represents the County funds available to partially or completely finance the Contractor's Approved Net Operating Cost.

The County further agrees to provide the Contractor with an amount not to exceed the total State Aid share indicated in the Budget attached hereto which represents the State funds available to partially or completely finance the Contractor's Approved Net Operating Cost.

In the event that the State or County approves a funding amount below that contained in the Budget, the Contractor, at the request of the Oneida County Commissioner of Mental Health, shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursement by the State. Should any expenses be disapproved in a post-audit by the State of New York, the Contractor shall submit a check payable to the County equal to the amount of any disallowance already paid to the Contractor by the County within ninety (90) days of notification. This provision shall apply to this Agreement and all previous Agreements between the County and the Contractor.

In the event that the State approves a funding amount above that contained in *Appendix A*, the County shall notify the Contractor as soon as practical. The Contractor shall submit a revised *Appendix A* and *Appendix B* that reflects the funding modifications and resultant program adjustments to the Department of Mental Health as an Amendment to this Agreement. The County, upon the approval of the Board of

Legislators and County Executive, shall make all the necessary adjustments in the advanced payments to the Contractor in order to facilitate the initial start up and operation of the program or service.

In the event that the Contractor's final net deficit total is less than that contained in the attached Budget, the Contractor's contribution will be proportionate to that cost as contained in the attached Budget. Should the Contractor exceed the approved net operating cost, the Contractor will display any excess deficit above authorized state and/or county funding on the non-funded line of DMH 2.2. It is expressly understood that this amount is the responsibility of the Contractor. It is expressly understood and agreed that the "Gross Expenditures," "Estimated Revenues" and "Net Operating" amounts specified in the Budget may be increased or decreased only with the written consent of the County.

D. Claims, Reports and Payments

The County will make State aid payments either monthly or quarterly, to be determined by the manner in which New York State advances funding to the County. County share of payments will be provided subsequent to services rendered and upon review of voucher receipt from Contractor. A minimum initial payment of at least one-twelfth of the approved State allocation will be provided upon final execution of this Agreement, or January 1, of each year covered by this Agreement, which ever occurs last, based upon the submission of a voucher by the Contractor requesting payment.

All remaining State aid payments will be made on or about the 1st day of each month up to and until such time New York State advances funding to the County on a quarterly basis. At this time, these payments will be made on or about the 1st day of each quarter based upon submission of a voucher by the Contractor requesting payment. Payments made monthly for the last quarter will equal the full amount due the Contractor less any previous payments made to the Contractor under this Agreement. Final reconciliation of the third and fourth quarters of the contract period will be based upon submission of the required Consolidated Fiscal Report (CFR).

In the event that additional funding becomes available during the term of this Agreement, the Contractor must submit a revised *Appendix A* and *Appendix B* as required under Section III paragraph C above. Upon completion and submission of these requirements and approval by the Oneida County Board of Legislators, the County will issue an interim payment to the Contractor equal to the retroactive proportion of payments due to the Contractor.

The Contractor is required, where applicable, to submit to the County a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for each year covered by this Agreement. The Consolidated Fiscal Report (CFR) will serve as the required financial report for the fourth quarter advance and will be due based on deadlines imposed by New York State and outlined in CFR memorandums.

The Contractor shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter-Office

Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene agency can and may establish their own fiscal reporting rules and formats and that the Contractor assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the Contractor shall spend an amount that is less than the amount specified in the attached Budget during the term of this Agreement, for the purposes set forth herein, the total County payment of county and state shares specified herein shall be reduced to the amount of approved actual Contractor expenditures made for such purposes as reported on the CFR.

Any and all county payments to the Contractor shall be subjected to off set by the amount of any previously identified as a "Sum Subject to Recapture". Any "Sum Subject to Recapture" made to the Contractor under any predecessor Agreement shall be an offset against the Total County Payment to Contractor under this Agreement. The amount of recapture shall be reflected in a reduction of the payments to Contractor.

Please note that the obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor by certified mail. In such an event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of such termination.

E. Annual Report, Financial and Management Audit

1. Annual Audit and Reports

The Contractor shall submit two (2) copies of its annual financial audit and corresponding Management Letter to the Oneida County Department of Mental Health no later than June 1st, of the following year for each year covered by this Agreement.

The Contractor shall submit only two (2) copies of its completed Annual Report, including any Financial Statement(s), on or before April 30th, of the following year for each year covered by this Agreement.

The Contractor shall submit a final summary copy of the data requested in Section XXII below in addition to a copy of Contractor's final quality assurance report which address the recommended changes in operation or funding of the program or services offered by the Contractor.

2. Compliance with Federal Single Audit Act

If the Contractor is scheduled to receive Federal funds in excess of \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the

Contractor shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the Contractor of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the Contractor shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The Contractor shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit Report to the Oneida County Department of Mental Health no later than September 15th of each year covered by this Agreement.

Should the Contractor expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the Contractor shall retain all documents related to the federal programs for three (3) years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

F. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the Contractor pursuant to this Agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the County and the State, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the County or the State may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the Contractor, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the Contractor to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The Contractor shall not be required to indemnify the County or the State for any damage or loss out of any acts of the County or the State, their officers or agents.

The Contractor shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard worker's compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability); and professional liability insurance; each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Proof of same must be provided to the County at the time of the execution of this contract as *Appendix D*. If the existing insurance policy or policies expire during the term of this Agreement, the Contractor will be required to deliver to the County a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement. The County must be named as an "Additionally Insured" as part of the Contractor's insurance policy.

If any of the required insurance coverage's contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide the County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the Contractor self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the County. Again, the County shall be named as an "Additionally Insured".

G. Management Information System

The Contractor agrees, where applicable, to participate in and provide necessary information in support of a comprehensive management information system. It is the responsibility of the Contractor to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from New York State's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and/or Office of Persons With Developmental Disabilities (OPWDD) authorizing the Contractor to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, in conjunction with the Oneida County Department of Social Services and the Oneida County Office of Work Force Development.

The Contractor agrees, where applicable, to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

H. Contract Property

The County shall reimburse the Contractor for the purchase of all property, i.e. equipment, materials and supplies, which is specified and accounted for in the Budget. The Contractor shall carry sufficient insurance, with the County named as an "Additionally Insured" in an amount sufficient to cover all property acquired by the Contractor through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the County and the Contractor. The County shall maintain an equitable

interest in all property purchased under this Agreement or any previous agreement between the County and the Contractor.

The Contractor shall, where applicable, provide the County with a list (*Appendix E*) identifying all such property, including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the County and the Contractor. This list is to be provided to the County no later than January 1st of each year covered by this Agreement.

I. Inspection of Books and Records

The Contractor further agrees to make available its plans, facilities, and financial, administrative, and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OMH), Office of Persons With Developmental Disabilities (OPWDD) and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State agency. All examinations, inspections, audits, and visitations shall, in the absence of an effective waiver by the client(s), be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the Contractor's premises and, at the discretion of the County, in the presence of a Contractor representative.

J. Subcontract

The Contractor shall not enter into any agreement with any third party for the provision of Services without the prior written approval of the County nor assign the within contract without the prior written approval of the County. This provision does not prohibit the Contractor from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the County.

K. Regulatory Compliance

The Contractor shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Contractor that agencies and departments of New York State other than OMH, OASAS and OPWDD may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the Contractor must provide proof that wastes and recyclables generated in Oneida County by the Contractor or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority. Compliance with this requirement will become *Appendix C* of this Agreement to be known as Resolution 249 Compliance.

Appendix C must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or Contractor not withstanding their respective delineation in Appendix A of this Agreement. Furthermore, *Appendix C* must include a photocopy of an agreement between the contracting organizations or Contractor and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers their waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The Contractor pursuant to this Agreement must provide compliance with this section of the Agreement to the County prior to the final execution of this Agreement and provision of services.

As previously noted, the Contractor shall comply, where applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the Contractor and the provider individual or agency. As proof of compliance with 45 CFR 160 through 164, the Contractor shall append to this Agreement, where applicable, a copy of its updated Policy and Procedures Manual that addresses HIPAA compliance issues (*Appendix F*).

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The Contractor further agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment shall be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the agency's decision to file a report with the Central Register.

The Contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related illness.

The Contractor and any subsequent subcontractor agrees that any staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV-related information.

"This information has been disclosed to you from confidential records which are protected by New York State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

IV. MISCELLANEOUS PROVISIONS

A. Additional Appendices

Annexed hereto and made a part hereof as Appendices G/H/I/J/K/L/M/N are additional terms, covenants and conditions which the respective parties agree to be bound by and follow, where applicable, as part of the within Agreement. Unless otherwise indicated, such information should be submitted to the Department of Mental Health no later than the last business day in October of each year covered by this Agreement.

Appendix G – Disclosure Statements

Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.

Appendix H – Disaster Response Plan

The Contractor shall submit a copy of its Disaster Response Plan. In addition, the Contractor shall participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Contractor shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the County to assist in the training of all appropriate staff called to respond.

Appendix I – Accounting System & Financial Capability Questionnaire

Appendix J – Corporate Compliance Plan

The Contractor shall provide a copy of its Corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;

- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

Appendix K – Organizational Chart

The Contractor shall provide a copy of its Organizational Chart.

Appendix L – Service Utilization

Using the template provided, the Contractor shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served
Please note whether this expense is a Gross, Net or Average calculation.

Appendix M – Performance Measurement

Using the template provided, the Contractor shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

Appendix N – Miscellaneous/Other

B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)

The Contractor agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The Contractor further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the Contractor is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

C. Cooperation with local Shelter Plus Care (SPC) Program Sponsor

The Contractor agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated, sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

V. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Contractor fails to comply with legal, professional, County or State requirements for the provision of Services or with provisions of this Agreement, or if the Contractor becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the Contractor.

The County shall be released from any and all responsibilities and obligations arising from the Services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of this Agreement that are pursuant to, and after the Contractor's compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

VI. THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

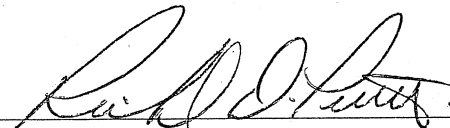
It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.

COUNTY BY:

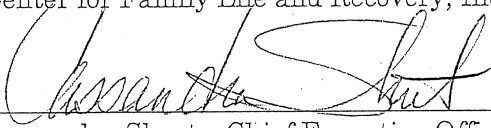
Anthony J. Picente, Jr.
Oneida County Executive
Date

Linda M. Nelson, Commissioner
Oneida County Department of Mental Health
Date

CONTRACTOR BY:



Richard Pratt, President
Board of Directors
Center for Family Life and Recovery, Inc.
Date 4/20/11



Cassandra Sheets, Chief Executive Officer
Center for Family Life and Recovery, Inc.
Date 4/20/11

Approved as to form only:
Oneida County Attorney

By: _____

Date: _____

APPENDIX A
CONTRACT BUDGET 2011
CENTER FOR FAMILY LIFE AND RECOVERY, INC.

	OMH	\$54,382.00	
	OMRDD		
	OASAS	\$79,627.00	
Total State Aid			\$134,009.00
County Funds			
Voluntary Contribution (Matched)			\$0.00
Unmatched Contribution by Agency (non-funded amt)			\$0.00
TOTAL FUNDING			\$134,009.00

Appendix B: Service/Program Narrative

I. General Agency/Organization Parameters

- A. State the mission of the agency/organization. The mission statement includes the overall purpose of the agency/organization and is the basis upon which its services, goals and objectives are defined. *Attach a copy of the Board Resolution or motion*, which the governing body has adopted or passed authorizing the **Contractor** to provide the specified Services and Programs under the conditions contained in this Agreement. Label this *Appendix B: Section IA*.
- B. The delivery of mental hygiene services in Oneida County is HIPAA-defined as an *Organized Health Care Arrangement* or an *Organized System of Health Care*. Included in this definition is “a clinically integrated care setting in which individuals typically receive health care from more than one health care provider.” Upon the final execution of this Agreement, the **Contractor** is explicitly agreeing to participate in the Oneida County Mental Health System of Care. List the written Business Associate and/or Chain of Trust agreements the **Contractor** has with other service providers that enhance the continuity of care and accessibility of needed services. Describe, **in detail**, how these agreements foster networking and support community integration through the use of generic community-based services. Attach a photocopy of these Agreements and label this *Appendix B: Section IB*.
- C. Attach a copy of the agency/organization’s overall Quality Assurance Program. Describe how the data gathered in *Appendix L* and *Appendix M* of this Agreement will be utilized. Also include how consumer and family satisfaction will be monitored by the **Contractor** and incorporated into the plan. Label this *Appendix B: Section IC*.

II. Service/Program Narrative Outline

NOTE: Please complete a separate Section II for each individual Service/Program covered under this Agreement as outlined in *Appendix A*.

- A. Describe the individual Service/Program by name, type and location, including the manner in which it will be provided by the **Contractor**. Include how the agency/organization’s overall Scope of Service (as outlined in Section II of the main body of this Agreement) encompasses the individual Service/Program. If State-licensed or certified, please include a copy of the current Operating Certificate.
- B. Explain, **in detail**, how the Services and Programs offered through this Agreement will support the goals of personal recovery and self-sufficiency. Also, where applicable, please describe how the **Contractor** values and utilizes employment as a recognized indicator of successful treatment and supportive services.

Center for Family Life and Recovery, Inc.
Program Narrative - Appendix B

Appendix B: (1) A

As of January 1, 2011 the Mohawk Valley Council on Alcoholism and Family Services of the Mohawk Valley has consolidated agencies. Our new agency is Center for Family Life and Recovery (CFLR). The name is new but the legacy and mission from both agencies is still strong! A main vision of Center for Family Life and Recovery is to prepare individuals and families for achieving success and make positive long-term life changes that promote recovery.

Mission: To improve the behavioral health of children, individuals & families through prevention, treatment support and recovery by providing:

- Counseling and family support
- Alcoholism and other addiction services
- Training and education
- Advocacy and mentoring services

(Motion attached)

Appendix B: (1) B

In accordance with the mission of the agency, Center for Family Life and Recovery (CFLR) serves as the primary source of referrals to the *Organized System of Health Care* in Oneida County. All of the agency's programs work exclusively with other service providers in the system, channeling individuals through multiple community based services. CFLR actively participated in the Oneida County HIPPA Compliance Team resulting in the Agency completing a HIPPA Compliant Chain of Trust Agreement and Technology Security Policy. It already had a confidentiality policy manual that was updated to make it fully HIPPA compliant. CFLR is certified by New York State Office of Alcoholism and Substance Abuse services (OASAS), is a participating member of the United Way of Greater Utica. In addition, CFLR is an affiliate member of the National Council on Alcoholism and Drug Dependency (NCADD). As an affiliate member of NCADD, CFLR is responsible for acting as an advocate for mental health issues alcoholic and other drug dependent persons and their families, for offering objective information and referral services for those seeking intervention and treatment services, and for providing education to children and their afflicted parents. CFLR connects individuals to 12 step-meeting groups such as Alcoholics Anonymous, Al-Anon, Co-dependent's Anonymous, Adult Children of Alcoholics (ACOA) groups, Narcotics Anonymous, Overeaters Anonymous, Gamblers Anonymous as well as mental health and substance abuse treatment providers. All calls and visits regarding client contact and meeting inquiries are confidential. Additionally the staff at CFLR network with other Health Care Services program staff by participating in numerous county planning initiatives, including the Mental Health Sub-committee on Alcoholism and Substance Abuse, the Dual Recovery Coordinating Council, Smoke Free Mohawk Valley, Communities That Care, Stop DWI Traffic Advisory Board, Upward Bound Advisory Board, CNY Regional College Consortia (co-chair), Kernan Community Coalition, Campus/Community Coalition, and Underage Drinking Coalition, School Resource Officer Coalition.

Programs of Center for Family Life and Recovery include:

Drinking Driver Program: A Department of Motor Vehicle approved program that offers education and rehabilitation for individuals convicted of DWUI/DWI. As of April 2011 NYS Department of Motor Vehicle and NYS Office of Alcohol and Substance Abuse Services will partner to change the curriculum standards of this program. The effect of this decision is to implement the evidence base program, "Prime for Life". All Drinking Driver Program instructors will be trained to facilitate the program. The Drinking Driver Program helps the participants examine the arrest experience and the reason for their arrest. Under the guidance of the Director and staff, the participants discuss the social, medical, legal, and driver safety problems caused by alcohol and other drug abuse. The program includes classroom education, screening, evaluation and treatment if warranted. Classes are available in Oneida, Hamilton, Herkimer, and Lewis Counties. Again, most, if not all of these individuals are referred to the Health System of Care for evaluation services.

Employee Assistance Program: Offers professional guidance to employees and family members when personal or work-related problems become difficult to manage alone. CFLR's Employee Assistance Program contracts with over 50 employers throughout the Mohawk Valley providing short-term interventions to resolve work-related or personal problems. Most, if not all of these individuals, are referred for Health Care Services.

Mohawk Valley Community College: CFLR has been providing education, intervention/referral services for the student population for several semesters. CFLR provides supervision and professional development mentorship to student interns enrolled in the Chemical Dependency programs as well as assessment and referral counseling services.

Direct referral calls: On a daily basis the Council receives requests for assistance from individuals suffering from addiction/other mental health illnesses seeking a referral source.

Prevention Resource Center: Provide technical assistance to current and new community coalitions. Assess needs and strengths of each coalition. Provide resources to coalitions to effectively implement evidence-base practices. Coordinate and educate the community in starting effective coalitions.

Sexual Offender Treatment Program: CFLR has collaborative relationships with the other service providers within our community, which are necessary for the provision of services under this program. These includes the New York State Division of Parole's Utica District Office, the New York State Office of Sex Offender Management, the Oneida County Probation Department, Prisoner Reentry Task Force, Department of Social Services and Child Advocacy Center, Center for Addiction Recovery, Human Technology Corporation's Mental Health Connections, ARC, the Resource Center for Independent Living, the Oneida County Family and County Courts, and the Utica City and local Justice Courts. In addition, one of the Programs co-facilitators is a provider for many different insurance companies and HMO's including Medicare and Blue Cross-Blue Shield. All of these collaborative arrangements further the Program's goal of increasing community safety by helping its participants to manage their sexually abusive thoughts and behaviors, to understand and work on resolving their underlying issues and to increase their capacity to meet their needs in functional ways and engage in productive and pro-social behaviors and activities. Collaboration with these entities includes consulting about consumers needs and unmet service needs in the community, coordination of service provision to

specific consumers and their families, exchanging information both about specific consumers and services and programs offered by the agencies, making and receiving referrals, and exploring the possibilities for developing collaborative programs, services and trainings.

In relation to the services provided under this Program, CFLR is recognized in the Oneida County Community as being the preferred recipient of referrals for the treatment of sexual abusers. In 2009, Family Services – now CFLR was chosen by the New York State Office of Mental Health to be the designated Treatment Provider for Oneida and Herkimer Counties for individuals released into the community under Civil Management Strict and Intensive Supervision and Treatment (SIST). CFLR maintains this program.

In 2010, Family Services now Center for Family Life and Recovery began contracting with the Oneida County Prisoner Reentry Task Force to provide Sex Offender Treatment Services (as well as other services) to parolees who meet their criteria. The contract has been renewed for 2010-2011. In the provision of these treatment services, CFLR collaborates closely with referral sources and other providers of community management supervision services to these consumers to maximize community safety. This involves the exchange of information about attendance and participation in treatment, compliance with court orders and probation and parole conditions, the presence of risk factors and danger signs, recommendations concerning visitation with children and the family reunification process when appropriate.

In addition, CFLR is able to refer the Program's consumers who experience multiple or co-occurring disorders to the Agencies it collaborates with for substance abuse treatment, psychiatric services and medication management and the management and remediation of developmental disability services which the Program itself does not provide. These other service providers also frequently refer their clients to CFLR for the services that this Program provides, which they do not.

Suicide Prevention: The mission of the Suicide Prevention is to increase awareness that there are alternatives to suicide and to empower youth, families, individuals of all ages and the community to access resources and support services. At this time Center for Family Life and Recovery has taken on this initiative from Family Services. The suicide prevention worked primarily with youth through a sub-committee. 2011 marks changes for this initiative. CFLR is looking to expand suicide prevention to all ages by providing community and school education programs as well as printed materials. CFLR may create a subcommittee or coalition for this initiative or find a working coalition that meets this mission and become a subgroup. CFLR is committed to the message but finding the most cost effective and efficient way to get the message out to the community.

All of the **School and Community Based Prevention Programs** (which will be described in detail in part II) offers a continuum of networking amongst after-school program settings, school districts and colleges throughout the Oneida County community. Serving as probable interventionists, preventions staff utilize the Health Care System as referral resources for children and families.

Center for Family Life and Recovery, Inc. will operate its contracted programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal Governments, as well as the conditions of this Agreement.

Center for Family Life and Recovery, Inc. agrees to the following:

Condition	Responsible Person/Time
○ Maintain trained staff	Associate Director/Clinical Services Coord.
○ Levels of service	Associate Director/Clinical Services Coord.
○ Books and records	Accountant/CEO: continuous
○ Annual audit	Accountant/CEO: continuous care
○ records/reports	Associate Director/Clinical Services Coord.
○ Fees and revenues	Associate Director/Clinical Services
○ claims and reports	Accountant/CEO: quarterly
○ Indemnification/insurance	CEO: annual
○ prohibition of discrimination	Associate Director/Clinical Services Coord.
○ County Planning Process	CEO: continuous
○ Management info. System	Associate Director/Clinical Services Coord.
○ Cooperation with CTC	CEO: continuous
○ CCSI	CEO: continuous

Demographics and other data that addresses Outcome and Quality Assurance issues will be collected and submitted to the Department of Mental Health in compliance with the requirements described in Section XXII of the main body of this Agreement. (As CFLR is not a licensed clinic, L53 and L52C data is not collected.) In addition, it will be included in the Agency's Overall Quality Assurance program and this Program's assessment process.

Sexual Offender Treatment Program: An Evaluation Monitoring Report is completed by the Program's treatment provider every six months for each participant, which assesses their success in achieving the Program's Outcome Measures. Each participant's confidential case record contains the consumer's individualized Treatment Plan that is approved by the Supervisor and reviewed every six months. Each treatment provider receives weekly clinical supervision that provides on-going assessment of the therapeutic interventions used and the attainment of outcomes. Group co-leaders meet on a weekly basis to plan and process group sessions. When treatment is completed, each consumer's case record is reviewed for Quality Assurance purposes. The data gathered which was mentioned above would be used as a part of all of these activities. Reports on the Program's Outcomes and activities are submitted to the Oneida County Department of Mental Health on a quarterly basis.

CFLR monitors' consumer satisfaction on an annual basis through the use of Attkisson CSQ8, which is validated Client Satisfaction Index.

The results of the 2009 survey for the consumers of the Sexual Offender Treatment Program are as follows:

- 75% rated the quality of services they received as good or excellent.

- 79% felt they got the type of service they wanted.
- 75% felt most or all of their needs were met.
- 81% would recommend the Program to a friend in need.
- 75% felt the services helped them to deal more effectively with their problems.
- 84% were very or mostly satisfied with the services they received.
- 78% would come back again if they needed help.

The Agency plans to continue to use the Attkisson CSQ8 to monitor consumer satisfaction for the Program covered under this Agreement.

Suicide Prevention Program: The targeted consumers of service is the community and those who attend the workshop. During 2010, two workshops were held and a third one is scheduled for December that will be co-sponsored with the Child Fatality Review Team Project and the total attendance for the year is expected to be about 200 people. Of this number, an estimated 80 different members participated. The agenda and focus of each workshop is developed with the input of the total subcommittee about their current learning needs related to the identification of youth at risk of suicide, the resources and supports available and ways in which to empower the utilization of these resources and supports. Certificates of participation are provided to those who attend these workshops and for some this meets some of their training requirements. At periodic planning meetings of the subcommittee, there is a review of the feedback from the last workshop and planning takes place for the development of the next workshop. There is no specific client data collected by the committee.

II. Service and Program Narrative Outline

The contractor provides the following programs and services to the Oneida County Community:

A. Center for Family Life and Recovery (CFLR) Services:

- CFLR website which provides updated information on drug/alcohol trends, treatment services and community awareness events, including, schools, families, employers throughout Oneida County and surrounding areas.
- A free video and print lending library, offering current information pertinent to the field of addictions as it relates to individuals and families. Needs assessment and consumer satisfaction surveys are distributed with the loaned materials.
- Public speaking engagements presented to civil, school, religious, workplace and post-secondary academic settings. The type of program being presented determines if pre-post testing will be utilized. Additionally, participant satisfaction forms are utilized and reviewed for future program enhancement.
- Community Health Fair participation.
- Community awareness forums, special nationally designated events such as Recovery Month and Alcohol Awareness Month take place at various locations throughout the county, including workplaces, schools and college campuses. (2010 – Alcohol Awareness Breakfast with 175 people in attendance and Recovery Classic Tournament with 110 people attending, family program).

- Professional development training programs certified by NYS OASAS, promoting treatment and prevention credentialing efforts. OASAS developed pre-post testing instruments; along with participant satisfaction surveys are utilized.
 - Confidential referrals to treatment, Alcoholics Anonymous and other self help support groups.
 - College programming and coordination of prevention efforts with three area colleges. This programming includes a tri-campus coalition, alcohol education classes, orientations, wellness days, assessment and referral.
 - Media awareness campaigns with a focus on underage drinking, and DWI awareness; utilizing all media outlets within the community.
 - Full service website that provides links to a variety of resources.
 - Sexual Abuse Treatment Program
 - Suicide Prevention and Education
- B. Please see appendix for Units of Service outcomes and appendix M for Performance Measurement.

II. Service and Program Narrative Outline continued

- A. **Employee Assistance Program:** This brief counseling/intervention/referral program services 51 agencies, and approximately seventeen thousand employees throughout Oneida and Herkimer Counties, averaging fifty-three individual and family contacts per month. Additionally, workplace seminars, critical incident debriefings and some counseling sessions are conducted in the workplace setting. All other EAP programming takes place at CFLR's main office.
- B. Brief counseling strategies used as interventions are based on the research findings of Drs. Prochaska, and DeClemente. This research has been incorporated into the National Employee Assistance model, which recommends the use of these techniques in EAP programs.
- C. The program uses consumer satisfaction surveys and needs assessment tools, both with individuals as well as with their employers, as a means of monitoring quality assurance. Quarterly visits with client companies along with mailers and newsletters requesting feedback, monitor needs assessment. Currently program maintains a 98% satisfaction rate.

II. Service and Program Narrative Outline continue

- A. **Drinking Driver Program:** Educational classes for individuals convicted of a drinking/drugging driving offense in Oneida and Herkimer Counties. Approximately twenty, seven week long cycles are offered throughout the calendar year, servicing on average, 400-500 individuals each year. Extra classes are added as needed. This program is offered at designated sites in Herkimer (BOCES), Rome (MVCC), Lowville (BOCES), Utica (MVCC) and Hamilton. Curriculum was designed by The Department of Motor Vehicles.

- B. This program is monitored by The NYS Department of Motor Vehicles, along with the Research Institute on Addictions (RIA) at Buffalo University. All student satisfaction surveys, along with research surveys completed by said students are sent to BU. Forms are designed by the RIA.
- C. The program has implemented a client satisfaction survey at each class that is implemented at the last class to monitor quality assurance and provide feedback to all CFLR on the quality of the instruction. In addition a pre-post test has been added to measure the educational quality and monitor effectiveness on impacting and decreasing recidivism of DWI occurrences.

II. Service and Program Narrative Outline continue

Oneida County Prevention Program

A. Program Content

CFLR will continue to implement evidence-based (research) model programs and practices that have been shown to reduce risk behaviors and increase protective factors leading to lower levels of youth problem behavior. The program content is delivered at various afterschool, in school and summer programs in Oneida County.

Evidence-Based Programs

Life Skills Training®- (ages 7-18) is a research-validated substance abuse prevention program proven to reduce the risks of alcohol, tobacco, drug abuse, and violence by targeting the major social and psychological factors that promote the initiation of substance use and other risky behaviors. This comprehensive program provides youth with the confidence and skills necessary to successfully handle challenging situations. Over 20 years of studies show that the program works with a diverse range of youth, and produces results that are long-lasting. Rather than merely teaching information about the dangers of drug abuse, *LifeSkills Training*® promotes healthy alternatives to risky behavior through activities designed to:

- Teach youth the necessary skills to resist social (peer) pressures to smoke, drink, and use drugs.
- Help youth to develop greater self-esteem and self-confidence.
- Enable youth to effectively cope with anxiety.
- Increase their knowledge of the immediate consequences of substance abuse.
- Enhance cognitive and behavioral competency to reduce and prevent a variety of health risk behaviors.

Program Sites

Advantage After-School Program at Kernan School (run through Catholic Charities)
 The Neighborhood Center – (includes children from Albany Elementary School, John F. Kennedy Middle School, and James F. Donovan Middle School)
 Rome Catholic School
 Boys and Girls Club Utica

Boys and Girls Club Rome
TBD BOCES District Middle Schools

Second Step Program – (ages 4-12) is the only research-based violence prevention program in the nation which reduces aggressive behavior in children. It encompasses preschool through fifth grade and is designed to promote social competence and reduce children's social-emotional problems. *Second Step* teaches children skills in three general areas (empathy, impulse-control and problem solving, emotion/anger management). More specifically, *Second Step*:

- Targets skill deficits putting children at risk not only for violence but also for substance abuse, suicide, and dropping out of school.
- Provides support for all children, either through direct skill development or indirect peer role modeling and reinforcement.
- Teaches age appropriate, positive emotion-management strategies and skills.
- Uses a combination of modeling, practice, coaching and positive reinforcement to teach children.
- Offers "transfer of learning" activities which help to integrate *Second Step* concepts into other parts of the school day, ensuring students are able to use the skills appropriately.

Program Sites

Hugh R. Jones Elementary School

4-6 BOCES District Elementary Schools – these sites to be determined in 2011

II. Service and Program Narrative Outline continue

Non-Model Programs

Non-evidence-based programming is conducted with the afterschool/summer prevention programs to reinforce the skills from the above curriculums and provide a hands-on approach. These are great morale boosters and offer opportunities for youth to celebrate positive and pro-social behaviors.

Drugosaurs – (ages 8-14) teaches youth to make smart and healthy choices by avoiding drugs. They learn general information about each drug -- street names, forms each can take, short- and long-term effects of use, and a consistent "Don't go extinct!" no-use message.

- Uses whimsical illustrations created by a licensed chemical-dependency professional to explain the realities of drug use.
- Creates awareness and recognition of substances and their abuse.
- Addresses health and social issues from a child's perspective.
- Teaches children avoidance and refusal skills.

Leader of the Pack – (ages 6-14) teaches youth about the dangers of smoking. The program takes a hands-on approach to teaching children about chemicals in cigarettes, what happens to the body when you smoke, and the general concept of addiction.

- Uses creative approaches to give children opportunities to see what their bodies would look and/or feel like using cigarettes.
- Creates awareness and recognition of the concept of addiction.
- Addresses personal and intrapersonal issues from a child's perspective.

- Provides children with communication tools to discuss tobacco use with others.

Program Sites

Advantage After-school Program at Kernan School (run through Catholic Charities)
 The Neighborhood Center
 Boys and Girls Club Rome
 Boys and Girls Club Utica

Drug Quiz Show (ages 12-15, grades 6-8)

CFLR is the Regional Coordinator for the Drug Quiz Show (formally known as the Rite Aid Drug Quiz Show). The Drug Quiz Show begins in September with the recruitment of teams, volunteers, advisors, coordination with Regional Office with the actual event taking place in March. Throughout this time the students meet with their advisors to study, prepare and practice for the Quiz Show. Some schools with more than one team have internal competitions to determine the team which will compete in March.

- Currently teams (JFK, Oriskany, Clinton, VVS, Camden) with additional teams each year.
- Event held the 3rd week in March at Mohawk Valley Community College.
- All Council staff and several volunteers from community agencies, law enforcement and government assist in making the event successful.
- **The Oneida County STOP-DWI Program took the role of a major sponsor and assisted formalizing a natural partnership.**

Participation in the Drug Quiz Show means having an opportunity to gain knowledge, practice skills, while enhancing the self-esteem needed to make healthy decisions regarding a variety of life issues, including the use of tobacco, alcohol, and other drugs. Students in grades 6, 7 and 8 can be expected to expand upon the assets they already have, enhancing their individual protective factors, resulting in greater personal resiliency.

More specifically, involvement in the Drug Quiz Show:

- Facilitates learning accurate, age-appropriate information about a variety of topics including tobacco, alcohol, other drugs, gambling, and bullying.
- Nurtures self-confidence and builds self-esteem.
- Enhances communication and decision-making skills, including dealing with peer pressure.
- Encourages goal setting and teaches responsibility/teamwork.
- Fosters “connectedness” with classmates, teachers, and community organizations.
- Provides opportunities for peer leadership and encourages good sportsmanship.
- Emphasizes important life skills such as stress management and the value of making a difference in others’ lives by sharing what they have learned.

October Red Ribbon Week (all ages)

Red Ribbon Week is the oldest and largest drug prevention campaign in the country. Red Ribbon Week generally takes place the last full week in October. CFLR and Oneida County Prevention Council celebrates Red Ribbon Week its annual fundraiser, the Red Ribbon Run-N-

Fun, a 5K run/walk with family activities. Outside community organizations and businesses are approached for involvement, including not only sponsorship and monetary donations but volunteering their time to make the event run smoothly.

- The 2010 Red Ribbon Run-N-Fun featured involvement by: US Marines, Utica Road Runners, the Roman Runners, The Young Scholars Program, The Utica Police Department, the Utica Fire Department, La Roma Pizzeria, Symeon's Restaurant, CNY Healing Arts Spa, Grimaldi's, Holland Farms, and the Bagel Grove.

Research Basis: developed by Dr. Debrah A. Shulman; data obtained were analyzed in consultation with Ruth V. Small, Ph.D. President of the SMALL Packages and Professor at the School of Information Studies at Syracuse University, Syracuse, NY.

- B. Please see appendix for Units of Service outcomes and appendix M for Performance Measurement.
- C. All Curriculums are best practices and approved by the New York State Office of Alcoholism and Substance Abuse Services, and are recommended by the Substance Abuse and Mental Health Services Administration. Our programming includes the Risk and Protective Factors Model developed at the University of Washington by David J. Hawkins, Richard Catalano and Janet Miller. Gilbert Botvin, PhD, who is Director of Prevention Research at Cornell University Medical College, developed the Life Skills Training®.

II. Service and Program Narrative Outline continue

- A. **Prevention Resource Center:** Provide technical assistance to current and new community coalitions. Assess needs and strengths of each coalition. Provide resources to coalitions to effectively implement evidence-base practices. Coordinate and educate the community in initiating and maintaining effective coalitions that connect businesses, parents, media, law enforcement, schools, faith organizations, health providers, social service and government agencies, and provide them with the information they need to highlight addiction prevention as the first step toward a healthier Oneida County. CFLR is a satellite site for the Prevention Resource Center coordinating and taking direction from Prevention Network in Syracuse who is the lead agency for the full regional project.
- B. This resource center is a best practice approved the New York State Office of Alcoholism and Substance Abuse Services and Community Anti-Drug Coalitions of America. Environmental risk factors like drug availability, poverty and lack of parental supervision can increase the likelihood of addiction. Positive relationships, strong neighborhood attachment and anti-drug use policies are preventive factors that decrease opportunities for addiction. Prevention science proves that decreasing risk factors, increasing protective factors and implementing environmental strategies brings about a change in the community attitudes and behaviors that drive alcohol and drug abuse and problem gambling behavior. The Prevention Resource Centers will coordinate the transfer of knowledge on preventive factors and environmental risk factors associated with the respective region as well as provide necessary training and technical assistance to support

local community coalitions in preventing alcoholism, drug abuse and problem gambling behavior.

- C. Outcomes will be monitored through Prevention Network, locally the Council will continue client satisfaction surveys to ensure quality programming and connectedness to the community and clients served.

- A. **Dual Recovery (MICA) Training Program:** The purpose of the Dual Recovery Training Program is to provide quality training opportunities that support the capacity of the local providers to respond effectively to the needs of individuals with co-occurring mental and substance abuse disorders. Consistent with this purpose, CFLR will manage the dual recovery training funds and provide program coordination with the assistance of the coalition (Dual Recovery Coordinating Council) that is comprised of key representatives from the community and agencies including but not limited to the follow; Catholic Charities, Upstate Cerebral Palsy (Dual Recovery Homeless Network), Professional Counseling Center, Insight House, Conifer Park, Tully Hill, Oneida County Department of Mental Health, McPike, Mohawk Valley Psychiatric Center and Central New York Services. The collaborative partnership that is the backbone of this training program is a subcommittee of the above coalition called, Dual Recovery Training, whose main function under the direction of the Council is to facilitate a pooling of resources, coordination of training efforts and enhances responsiveness to the current and emerging needs of the provider community around staff competencies. The Oneida County Dual Recovery Coordinator will continue to have access to the resources of the training program to be able to fulfill the goals of the charter document related to the competencies of the provider agencies.

Training activities will include full and half-day workshops and seminars on topics related to serving persons with co-occurring mental and substance abuse disorders. Instructors/presenters include recognized experts in the field of co-occurring disorders and local certified OASAS instructors. In addition to the in-person training CFLR will work with the coalition members to provide online training to meet the needs of all providers unable to attend daytime workshops. All training activities meet standard certification requirements allowing participants to receive continuing education credits.

- B. **Quality Assurance:** Quality assurance methods utilized in the Dual Recovery Training Program include: participant surveys and evaluations, provision of OASAS approved curriculum when available, ongoing monitoring, input and feedback by the County-wide Dual Recovery workgroup, pre/post testing at all programs and the oversight of the Dual Recovery Training Coordinator. The input of key agency representative and training participants is solicited on an ongoing basis to identify training priorities.
- C. **Research Basis:** The training curriculum includes documentation of related research findings. As the Oneida County Department of Mental Health continues to implement the CCISC (Comprehensive Integrated System of Care) model, which has been recognized by SAMHSA of the Federal Government as a best practice for system implementation for

treatment of ICOPSD. The training program will continue to offer training opportunities to providers that are consistent with the principles of the model.

II. Service and Program Narrative Outline continue

Sex Offender Treatment Program

Type: Self Help Program

Location: Assessment and Individual and Family Counseling sessions are provided at the Agency's main office in Utica as well as at its satellite offices in Herkimer and Rome, as is most convenient for the individual consumer. All of the Groups are provided at the Utica office.

Service Provision: For 2011, CFLR is planning to provide 17 hours of service per week to 40 different consumers. The Program's activities include assessments, individual and family therapy, and Sexual abuser Specific group therapy. Group therapy includes Introductory, Relapse Prevention and Aftercare groups.

Center for Family Life and Recovery's Sexual Offender Treatment Program is a best practice, research-based, comprehensive Program that follows the Practice Standards and Guidelines of the National Association for the treatment of Sexual Abusers (ATSA). The Program's target population traditionally has been adolescents and adults who have sexually abused Children and/or Adolescents or adults who could not give consent. However, CFLR is currently working with the New York State Division of Parole to be able to begin providing services to participants who sexually abused adults by means of force and/or coercion are not accepted. Individual, Group, and Couples/Family Counseling Modalities are provided according to the individualized needs of the participants, although group is the primary treatment modality. Program stages include Individual Assessment, Introductory Group, Relapse Prevention/Therapy Group and Aftercare/Maintenance. A holistic, Cognitive Behavioral approach is used combining principles of Relapse Prevention, Good Lives and Risk Responsivity and Needs Models

There is a focus on helping participants to manage their sexually abusive thoughts and behaviors, to understand and work on resolving their underlying issues and to increase their capacity to meet their needs in functional ways and engage in productive and pro-social behaviors and activities. Treatment objectives include: Increase acceptance of responsibility for committing sexual abuse; Completing the successful implementation of Relapse Prevention Plan; Demonstrating success in meeting needs and accomplishing life task and goals in a functional, pro-social manner; Developing and making progress in resolving personal victimization and trauma issues. The Program works closely with Probation and Parole as monthly meetings are held during which the treatment and community management issues of all participants are discussed. Payment is based on a sliding fee scale, although no one is refused services due to inability to pay. Some private insurances are accepted, although the Agency is not a Medicaid provider. Traditionally there are no waiting lists. There can be a waiting period for new members to be added to specific groups, although this generally does not exceed a few weeks to a month at the most. In order to maximize access, services are provided during the morning, afternoon and evening hours. The Agency also provides 7 day per week, 24 hour per day staff covered emergency services, which is available to all of its clients. The staff providing services

to the Sexual Offender Treatment Program are extremely knowledgeable, skilled and experienced, both with over 20 years experience treating people who have committed sexual abuse and one of whom is a Clinical Member of the National ATSA (Association for the treatment of Sex Offenders).

Please describe in detail how the services offered through this program will support the goals of personal recovery and self-sufficiency. Also, where applicable, please describe how the Contractor values and utilizes employment as a recognized indicator of successful treatment and supportive services.

In order to help support its consumers' efforts to achieve employment, this Program offers its services during a variety of times. There is a morning group for those who work during the afternoons and evenings and an evening group for those who work days. Individual sessions are scheduled according to the consumers' needs. In addition, the groups address the employment issues that are of particular concern to people who have committed sexual abuse such as which jobs are too high risk, how to answer employment application questions related to criminal history, how to discuss sexual abuser issues during job interviews and how to include their employment settings in their individualized Relapse Prevention Plans.

II. Service and Program Narrative Outline

A. Program Name: Suicide Prevention

Type: Advocacy Service Program

Location: Community Based Sites

Service Provision

A CFLR is evaluating and planning future workshops and educational events for the community for all ages.

B. The program promotes the public's awareness of youth whose emotional coping skills are overwhelmed. . The program promotes the public's awareness that there are effective treatment services to help individuals reduce their being emotionally overwhelmed. As people experience success in managing their emotional well being, they will experience personal recovery of their emotions and behavior and greater success in their employability and self sufficiency. The program focuses on schools and other community agencies as important gatekeepers for at-risk individuals and clarifies community resources that are available for the youth and family.

Center for Family Life and Recovery, Inc.


CFLR


401 Columbia Street, Suite 200
Utica, NY 13502
(315) 735-2236

Oneida County Agreement Resolution

RESOLVED, that the Board of Directors agree to enter into an agreement with Oneida County Department of Mental Health to provide specified services and programs specifically funded by OMH and OASAS under the conditions contained in the agreement.

Date: 3/31/11


CFLR Vice President, Board of Directors


CFLR Secretary

Appendix C: Resolution 249 Compliance

Service and Program Locations

Attach a list of all Oneida County locations where services and programs will be provided. This list should include all services and programs not withstanding their delineation in *Appendix A* of this Agreement. As required in Section XVIII of the Boilerplate language, attach a photocopy of the Agreement/Contract between the **Contractor** and the hauler of solid wastes and recyclables for each site. Include a certification statement from the Oneida-Herkimer Solid Waste Management Authority attesting that the hauler utilizes the facilities of the Authority in compliance with Resolution 249 of the Oneida County Board of Legislators.

ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Donald Gross, Chairman
Neil C. Angell, Vice Chairman
Harry A. Herfling, Treasurer
Vincent A. Casale
Alicia Dicks

James M. D'Onofrio
Barbara Freeman
Kenneth A. Long
Robert J. Roberts, III
James M. Williams

* Rec'd 4-26-11

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

April 25, 2011

Ms. Cassandra Sheets
Center for Family Life and Recovery, Inc.
502 Court Street
Utica, NY 13502

RE: SOLID WASTE HAULER CERTIFICATION OF COMPLIANCE

Dear Ms. Sheets:

Based upon the information you provided, this will certify your compliance with County solid waste management policy, specifically the May 26, 1999 Oneida County Board of Legislators Resolution #249. Your current solid waste hauler (**Waste Management of Utica**) is presently delivering your solid waste to an Oneida-Herkimer Solid Waste Management Authority facility for disposal.

In the event that you change your solid waste hauler you should immediately contact the Oneida-Herkimer Solid Waste Authority office for solid waste hauler compliance verification.

If you any questions please feel free to contact this office.

Sincerely,



William A. Rabbia
Executive Director

WAR/aag

Appendix D: Insurance Statement

Attach a copy of the Contractor's Certificate of Insurance that clearly lists Oneida County as an "Additionally Insured".

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2011

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

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

PRODUCER SKEELE AGENCY, INC. 26 Kellogg Road New Hartford, NY 13413	CONTACT NAME: CIC, CPIA, Michael Skeele
	PHONE (A/C, No, Ext): 315.797.3515 FAX (A/C, No): 315.797.2471 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Center for Family Life & Recovery Inc 401 Columbia Street Suite 200 Utica, NY 13502	INSURER(S) AFFORDING COVERAGE: PHILADELPHIA INSURANCE CO NAIC #
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 012511 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC		PHPK556535	05/22/2010	05/22/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK556535	05/22/2010	05/22/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB304604	05/22/2010	05/22/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ WC STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 SOCIAL SERVICES NON-PROFIT ORGANIZATION; FORMERLY FAMILY SERVICES OF MOHAWK VALLEY INC AND MOHAWK VALLEY COUNCIL ON ALCOHOLISM AND ADDICTION INC

CERTIFICATE HOLDER ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH 235 ELIZABETH ST UTICA, NY 13502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Skeele, CIC, CPIA
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Appendix E: Property

Where applicable, list all property (i.e. equipment, materials and supplies), including the year purchased and the cost, as specified and accounted for in the Budget.
Resubmit only when revised or updated.

Appendix F: HIPAA Policy and Procedures

Where applicable, attach a copy of the Contractor's
HIPAA Policy and Procedures.

Resubmit only when revised or updated.

HIPAA PROCEDURES MANUAL

Center for Family Life and Recovery, Inc.

April 14th 2003

Revision April 2011

This document contains the procedures to be followed by all workforce members and contractors Center for Family Life and Recovery, Inc. to comply with privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Questions concerning the contents of this document should be referred to Privacy Officer.

Privacy Procedures

Access Request Processing

Actions To Be Taken For All Access Requests

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Forward all requests for access or copying of protected health information to Privacy Officer the CFLR's "privacy official."
3. During the initial contact (or as soon as possible after the initial contact), inform the client or their personal representative that this organization requires that the request be submitted using our Request for Access to Protected Health Information form. **["Request for Access.doc"].** Provide the client with a copy of this form either in person or by mail or fax. If the client expresses concerns about completing a form, invite them to visit so you can assist them in completing the form.
4. Contact the client (or his or her representative) within 24 hours of receiving the written request. This contact will be to verify receipt of the request and it will be done in person or by telephone. **[Note: There is no HIPAA requirement that you notify the client of receipt of the request. You will probably want to do so as soon as possible in the interest of good client relations. There is a HIPAA requirement that you act on the request (provide access or inform the requestor that the request was denied) within 30 days.]**
5. Track the status of the request on the submitted Request for client Access to Protected Health Information form.
6. Review the request form as soon as it has been received. This review will determine:
 - The exact amount and nature of information requested, and where that information is kept.
 - Whether the requestor requires access, copies of the information, a summary of the information or some combination.
 - The format of the requested records.
 - The format of the requested copies, if any.

Completed within 10 working days of receipt of the request form.

7. Review the access request and determine if the request will be granted or denied. Document the grant or denial of access in the evaluation section of the Request for Access to Protected Health Information form. Send a copy of the evaluation section to the requestor by certified (receipt) mail. A request for access may only be denied for the following reasons:

The requested information includes psychotherapy notes ("process notes not included in the clinical record"). (non-reviewable).

The requested information was compiled in anticipation of or for use in a civil, criminal, or administrative proceeding. (non-reviewable).

An organization that is a correctional institution or is functioning on their behalf may deny access to inmates. (non-reviewable)

The information was obtained in the course of research that is in progress (non-reviewable)

The records are subject to the Privacy Act (see your privacy official if you have questions. This reason is non-reviewable)

The information was obtained by someone other than a health care provider under a promise of confidentiality and releasing it may reveal the source (non-reviewable)

The Clinician has determined, in the exercise of professional judgment, that the access may endanger the individual or someone else. (reviewable)

The information refers to another person (other than a licensed mental health care provider) and the provider has determined in professional judgment that the other person may be substantially harmed. (reviewable)

A personal representative made the request and a licensed mental health care provider has determined in the exercise of professional judgment that the provision of access is reasonably likely to cause substantial harm to the individual or someone else. (reviewable)

8. If the decision is made to grant the request, proceed to the "Actions to be Taken When an Access Request is Granted" procedure, below. Otherwise proceed to the "Actions to be Taken When an Access Request is Denied" section.

Actions To Be Taken When An Access Request Is Accepted

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY

REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING

2. Ensure that the response clearly states the charges incurred for copying or summary preparation (if any) and that payment must be made prior to or at the time of the access.
3. If the request is granted, determine a convenient time for access within one week of approval of the request. (Or at the earliest time convenient to the requestor.) The access *must* be granted within 30 days of the receipt of the request form.
4. Arrange for any records copying or transfer within one week of receipt of prepayment. In any case, any records copying or transfer *must* be completed within 30 days of receipt of the request form.
5. Calculate the total amount to charge for processing the request. This practice will charge .25 per page for copies of the information requested. This agency will also charge the value of postage used (if any) and \$20.00 an hour for consulting fees for preparations of summaries of protected health information, if a summary is requested. **[Note: HIPAA specifies the charges that may be imposed. They include the cost of materials, clerical time to do the copying (if any), postage and professional time needed to prepare summary reports (if any).]**
6. Be present when the client or their personal representative appears at the scheduled time and at all times when the requestor is reviewing any original records.
7. File all completed Requests and Responses in this organization's HIPAA Compliance file. Do *not* file with the client clinical record.

Actions To Be Taken When An Access Request Is Denied

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Ensure that the requestor is granted access to all information that is not subject to the grounds for the denial.
3. Determine if the grounds for denial are reviewable or not (a notation to that effect is in the determination step of the Actions to be Taken When Initially Processing an Access Request Procedure) and inform the requestor of your findings.
4. Arrange for a review of denied inspection requests if the client or their personal representative requests such a review. This review will be conducted by The CEO, Clinical Director and the Privacy Officer or another licensed health care professional who did not participate in the original review and denial.

5. Act only on review requests that are documented in writing. You may require the client to complete a new Request for client Access to Health Information for this purpose, or you may have the client add the review request to the original form.
6. Arrange for this review to be completed promptly after receipt of the review request.
7. Instruct the reviewer to document the results of the review in the review section of the Request for Access to Protected Health Information form.
8. File all completed Requests and Responses in this organization's HIPAA Compliance file. Do *not* file with the client clinical record.

Amendment Request Processing

Actions To Be Taken For All Amendment Requests

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING
2. All requests for amendment will be forwarded to the Clinical Director.
3. **(Note: the Clinical Director will conduct this step and all further steps.)** Contact the client (or his or her personal representative) who requests an amendment within 10 days of the request. Inform the client or their personal representative that this practice requires the request be submitted using our Request for Amendment form. **[See ("Request for Amendment")].** Provide the form in person, by mail, or by fax. If the requestor expresses concerns about completing a form invite them to visit so you can assist them in completing the form.
4. Track the status of each request in the evaluation section of the Request for Amendment form.
5. Schedule a time for the client or their personal representative to visit the practice and inspect the clinical record if so needed (see "Access Request Processing"). **[HIPAA does not require that you do this, however it may be beneficial to prevent someone trying to change information that is already correct.]**
6. Review the amendment information stated on the Request for Amendment form. Meet with the employee that client is working with to review the amendment.
7. Determine whether to accept or deny the amendment. **Note: An amendment may be denied only for one of the following four reasons:**
 - the information is accurate and complete as it is,**
 - the information did not originate at this organization,**
 - the organization is not part of a set of records for making decisions about the client or**
 - the information is not available for inspection for some other reason.**

Record your decision in the evaluation section of the Request for Amendment" form.

8. Forward a copy of the evaluation section of the Request for Amendment form to the

client within 5 days of completion, by certified receipt requested mail. [Note: HIPAA requires that you act on the amendment within 60 days of receiving the written request.]

Actions To Be Taken When the Amendment Request Is Accepted

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING
2. Insert the amendment into the clinical record (file) in a special section or tab titled "Amendments". Place a red label on the front of the file indicating that an amendment is in place.
3. Send a copy to the individuals or entities that the client or the client's personal representative has requested to be notified (if any).
4. Send a copy of the amendment to any other entities or business associates who may have received the incorrect information.
5. Notify appropriate staff of the amendment to ensure that accurate information is disclosed from this point forward.
6. File the original request and the response in this organization's HIPAA compliance file.

Actions To Be Taken When An Amendment Request Is Denied

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Ensure that the denial of amendment includes a statement of the requestors rights:
 - To request that the proposed amendment be included in all future disclosures
 - To file a statement of disagreement (a template is included in the statement of disagreement section of the Request for Amendment form)
 - To complain to the organization or to the department of health and human services.

3. File the original request and the response in this organization's HIPAA compliance file.
4. If the requestor files a statement of disagreement with the denial, file the statement with the original request and the response.
5. If the requestor files a statement of disagreement with the denial, compose a rebuttal using the rebuttal section of the Request for Amendment form and file it with the statement of disagreement. Provide a copy of the rebuttal to the requestor [**Note: the Agency is not required to file a rebuttal. If it does, it *is* required to provide a copy to the requestor.**]

Complaint Processing

Actions To Be Taken For All Complaints

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Inform The Privacy Officer the CFLR' privacy official immediately whenever you receive a privacy complaint from a client or the client's personal representative. Include, at a minimum:
 - the name of the complainant;
 - the date and time of the complaint;
 - the name of the staff member who received the complaint.
3. In addition to these reporting steps, send an interoffice "memo" as soon as possible after receiving the complaint to the privacy official to document the fact that a complaint was made.
4. **(Note: the privacy official or their designated representative will perform the following.)** Contact the client making the complaint within 48 hours of receiving notice from the staff. Contact them using the most efficient and immediate means available, preferably verbally, by telephone. Document the date and time of their response. If a voice mail is left, continue to pursue direct communication until it occurs.
5. Request that the client complete a written complaint form (if the original complaint was verbal or written in non-standard format). This form can be mailed to the client after the initial conversation, however request the client come to the office for a face to face communication with you so you can complete or modify the written report.
6. File the completed complaint form in the HIPAA complaint form file and not as part of the client's clinical record.

Actions To Be Taken When No Compliance Violation Is Found

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.

2. If you determine that there has been no violation of this organization's privacy policies, then document these findings on the complaint form. (*IMPORTANT: If, in the course of investigating the privacy complaint, you determine that the complaint is related to clinical or clinical care, report the situation immediately to our professional liability carrier as an incident.*)
3. Meet with the client and explain your findings; also provide the client with a written record of the complaint resolution.
4. Document the complainant's response (whether they are satisfied or dissatisfied with the disposition of the complaint) on the complaint form.
5. If the client is dissatisfied with the disposition of his or her complaint, refer this matter to our professional liability carrier as part of their early warning program; our legal counsel; clinical director and the CEO.

Actions To Be Taken When A Compliance Violation Is Found

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. If you determine that a violation of this organization's privacy policies has occurred, document this fact on the complaint form.
3. Meet with the CEO and the Clinical Director as soon as possible to review the violation and develop a remediation plan. Document the remediation steps on the complaint form and an action plan established to complete them. Advise the appropriate workforce members or other persons (if any) who bear responsibility for privacy policy violations and impose the appropriate sanctions on responsible personnel. (*IMPORTANT: If, in the course of investigating the privacy complaint, the privacy official determines that the complaint is related to clinical care, report the situation immediately to our professional liability carrier as an incident.*)
4. Meet with the client and explain your findings; also provide the client with a written record of the complaint resolution.
5. Document the complainant's response (whether they are satisfied or dissatisfied with the disposition of the complaint) on the complaint form.
6. If the client is dissatisfied with the disposition of his or her complaint, refer this matter

to our professional liability carrier as part of their early warning program;

to our legal counsel.

Report to the CEO on a weekly basis to report the status of the remediation plan until all corrective activities have been accomplished.

Confidential Channel Communication Request Processing

Actions To Be Taken For Confidential Communication Requests

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. All requests taken by staff will be forwarded to The Privacy Officer for handling.
3. **(Note: This step and all following steps will be carried out by the privacy official or their designate)** Ask the client or personal representative who requests an alternate confidential communication channel will be asked to complete the "Confidential Channel Communication Request" form. [**See Confidential Channel Communication Request**]
4. If there is sufficient time, attempt to review the completed form while the client is still present. If not, inform the requestor that the privacy official will review the form and contact the client within one week.
5. Review the request and decide if it will be granted or not. The HIPAA requirements are:

This agency may decide what is "reasonable" based on having a provision for payment, if any, and the provision of a specific alternative address, phone number, or means of contact.

If this agency is a health care provider and it can reasonably accommodate the confidential channel, the channel *must* be granted (a provider may not require an explanation of why the requestor is asking for a confidential channel).

6. As soon as possible after deciding to grant or deny the request, inform the requestor of your decision and provide them with a copy of the grant or denial in writing. Grant reasonable requests, although this grant may be contingent on the client's agreement to reimburse the practice for additional costs incurred to fulfill the request. Be certain to inform the client of any reasonable costs associated with granting their request. Deny any request that this organization cannot reasonably accommodate. Document grants and denials on the Response to Confidential Channel Request form. Document the date any request is granted in the space provided at the bottom of the Confidential Channel Communications Request form.
7. If the request is granted, place one copy of the Confidential Channel Request/Response form in the client's clinical record under a separate tab. Affix a blue label to the front of the file to indicate that an alternate communication channel is in effect. File an additional copy in this organization's HIPAA Compliance file. (Each request makes all previous requests obsolete. The client must be made to

understand that the new form should contain all confidential channel communications requests that are to be in effect - not just the most recent request. Old confidential channel communications request forms are to be kept in the HIPAA compliance file for a period of six years past the date on which they were last in effect.)

8. If the request is granted, meet with the appropriate workforce members to ensure that the request is implemented in their operational activities.

Disclosure Accounting Request Processing

Actions To Be Taken For Disclosure Accounting Requests

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Forward all requests for disclosure accounting to the Clinical Director
3. **(Note: the privacy official or their designated substitute will perform this step and all subsequent steps.)** Contact the client or personal representative who requests a disclosure accounting within 5 business days of the request. Inform the client or their personal representative that this practice requires the request be documented and submitted using our Request for Accounting of Disclosures of Protected Health Information form ("Request for Disclosure Accounting"). Provide the requestor with a copy of the form, and if the requestor expresses concerns about completing the form invite them to visit so you can assist them in completing the form.
4. Review the request form. This review will verify that the accounting is valid and for health information disclosures that are required to be accounted by HIPAA. Those disclosures are everything but:
 - Disclosures made to carry out treatment, payment and health care operations.
 - Disclosures made to individuals (clients or health plan members).
 - Disclosures made for the facility's directory or to persons involved in the individual's care.
 - Disclosures made for national security or intelligence purposes.
 - Disclosures made to correctional institutions or law enforcement officials.
 - Disclosures that occurred prior to the compliance date for this organization.
5. Review the request and determine if a law enforcement official has requested that disclosures to the law enforcement organization not be included in an accounting of disclosures at this time. If so, omit the relevant disclosures from the disclosure accounting.
6. Review the records and compile a list of every disclosure for the past six years subject to an accounting. Ensure that each entry contains:
 - The date of the disclosure
 - The name of the entity or person who received the protected health information and, if known, the address of such entity or person
 - A brief description of the protected health information disclosed
 - A brief statement of the purpose for each disclosure
7. If many disclosures were made to the same entity for the same purpose, it is permissible to group them together by providing the following:

The information provided in step 5 above.

How frequently or how many times the information was disclosed.

The date of the last such disclosure.

8. File the request and the disclosure accounting provided to the requestor in the organization's HIPAA compliance file.

Individual Permission

Actions To Be Taken When Obtaining Written Authorization

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Obtain an authorization form that matches the type of disclosure that will be made (for example, "authorization to share information," "transfer of records," "clinical research participation," etc.).
3. Confirm the identity of the person who will sign the authorization (if not known). If the person who will sign the authorization is a personal representative, confirm his or her relationship to the client.
4. Complete all parts of the particular authorization form that need to be completed (expiration date, etc.).
5. Provide a copy of the signed authorization to the individual or personal representative.
6. File a copy of the completed authorization in the client's file.

Actions To Be Taken When Obtaining Verbal Agreement

[The privacy official should train front and back office staff, including the clinicians, SCM, Case Planners and All Staff not to discuss or disclose any information pertaining to the client to any individual, except in an emergency, where the client has not objected to the disclosure, or if the client's treating clinician concludes, in the exercise of professional judgment, that the disclosure is in the client's best interest and will either: 1) assist the person to whom the disclosure is made to assist with the client's clinical care (such as to assist in disaster relief efforts related to the notification of family and friends of the client's location, general condition or death.)]

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY

REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT STUART CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.

2. Where feasible, seek a client's verbal agreement to release or disclose PHI to a family member or friend involved in the client's care before each such disclosure.
3. Whenever a client arrives with a family member or friend who is not a personal representative, ask the client if the client gives permission for the staff to inform the family member or friend of the client's condition or to share other information concerning the client.
4. If the client provides verbal agreement, document this in the clinical record. Record this under the HIPAA "family or friends granted permission". Include the date, time, name and telephone number of the family or friend in the record, as appropriate.
5. Do not discuss or disclose any information pertaining to the client to any individual who has not been granted permission and documented.

Information Disclosures

Actions To Be Taken For All Information Disclosures

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.

2. Determine whether or not the disclosure requires an authorization signed by the client (or the client's personal representative). All disclosures except the following must be authorized:

To the individual (client or health plan member) himself or herself, or to a personal representative of the individual (that is, to a person who has a legal relationship with the individual that establishes a right to make decisions concerning the health care of the individual).

To demonstrate compliance with HIPAA regulations (cooperation with the Department of Health and Human Services when it conducts compliance reviews or investigates complaints).

To cooperate with courts, public health authorities, law enforcement agencies.

For treatment, payment or health care operations.

3. Disclose only the minimum amount of information necessary to accomplish the purpose of the disclosure. Do *not* disclose an entire clinical record unless an entire clinical record is the minimum amount of information needed to accomplish your purpose. Note: The "minimum necessary" rule does not apply to:

Uses or disclosures for treatment purposes.

Disclosures to the Department of Health and Human Services for compliance review or complaint investigation purposes.

Disclosures to the individual (or to the individual's personal representative) concerning PHI that pertains to the individual.

Disclosures authorized by the individual.

Disclosures that are required by law.

Disclosures necessary for HIPAA compliance.

4. If the disclosure is to anyone who is unknown to you, determine first their name, function and authorization to access the information. Acquire copies of any necessary documents or permissions. (If the disclosure is to a personal representative, ensure that the relationship of the individual to the client is valid. (See the procedure on dealing with personal representatives.) Be aware of any restrictions on the individual's authority to obtain client information.)

5. If this disclosure is pursuant to an authorization signed by the individual or a personal representative of the individual, ensure that the authorization is valid. To be valid, an authorization must include:

A description of the information to be disclosed. (Do not disclose information beyond the bounds of this description.)

CFLR specifically named as being authorized to disclose the information.

The name of the person or organization specifically authorized to receive the information.

A description of the purpose for which the information will be disclosed. ("At the request of the individual" is sufficient purpose if the individual has initiated the authorization.) Note: This must be a single purpose; compound authorizations are not valid.

An expiration date or expiration event.

Signature of the individual to whom the information pertains. (If signed by a personal representative, a statement of the representative's authority to act on the individual's behalf must be included.)

The date on which the authorization was signed.

6. Determine whether or not the disclosure is "accountable." If so, make an entry in the disclosure accounting log. All disclosures are accountable except:

Disclosures made to carry out treatment, payment and health care operations.

Disclosures made to individuals themselves (or to personal representatives of the individuals).

Disclosures that were authorized by the individual (or the individual's personal representative).

Disclosures made for the facility directory purposes or to family, friends or other persons involved in the individual's care.

Disclosures made for national security or intelligence purposes.

Disclosures made to correctional institutions or law enforcement officials.

Disclosures of limited data set information.

"Incidental" disclosures (that is, unintended disclosures that occur in the course of making disclosures allowed by HIPAA).

Disclosures that occurred prior to the compliance date for this agency.

Actions To Be Taken When Making Routine Disclosures Of Information

Uses or disclosures for treatment purposes.
Disclosures to the Department of Health and Human Services for compliance review or complaint investigation purposes.
Disclosures to the individual (or to the individual's personal representative) concerning PHI that pertains to the individual.
Disclosures authorized by the individual.
Disclosures that are required by law.
Disclosures necessary for HIPAA compliance.

Actions To Be Taken When Making Non-Routine Disclosures

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Identify the purpose for which the disclosure will be made. Be as specific as possible. (For example, a business associate may suspect that some information that it maintains is incorrect and wants to "compare notes" with someone whom it believes has more up-to-date information.)
3. Identify the items of information required. Be as specific as possible.
4. For each item identified in the previous step, consider the effect of removing it from the disclosure. That is, think about whether the purpose of the disclosure would or would not be satisfied if the item were removed. If the purpose of the disclosure may be satisfied without the information, do not disclose the information.
5. Consider whether or not you should obtain an authorization from the individual to whom the requested information pertains.

Actions To Be Taken When Disclosing Information to Law Enforcement

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Disclose information if the disclosure is required by law. (Contact the clinical director if you are not sure whether this particular disclosure is "required by law.")

3. Do *not* disclose any information about an individual committing a crime if the information was obtained while the individual was seeking or undergoing treatment to reduce his or her tendency to commit the crime.
4. If the individual admits to participating in a crime or if the law enforcement official asks for help in identifying the perpetrator of a crime, you may only disclose the following information to the law enforcement authorities (except as required by a court order):
 - name and address
 - date and place of birth
 - social security number
 - date and time of treatment
 - description of distinguishing physical characteristics (height, weight, gender, hair, etc.)
5. Disclose information about the victim of a crime to law enforcement authorities only if:
 - The victim agrees
 - In the event of the victim's incapacity, the law enforcement official states that the information is needed for an immediate law enforcement activity, is needed to determine if a violation of law has been committed by someone other than the victim, is not to be used against the victim, and the disclosure is in the best interests of the victim (as decided in the professional judgment of the clinical care provider)
7. In the event the crime occurred on the premises, disclose all necessary and relevant information.
8. Report abuse, neglect, or domestic violence, the disclosure is required by law.
9. If the crime reported is one of abuse, neglect, or domestic violence, you *must* inform the individual that you have reported their information to law enforcement, *unless* a licensed provider, in their professional judgment, determines that doing so would endanger the individual.

Actions To Be Taken When Disclosing Information To Public Authorities

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Disclose all information required by law.
3. Disclose information about victims of abuse only to the appropriate authorities,

reporting is required by law; or reporting is allowed by law and is necessary to prevent further harm.

4. If you report abuse, neglect, or domestic violence to the authorities, you *must* inform the individual that you have done so *unless* a licensed provider, in their professional judgment, determines that doing so could endanger the individual.
5. Disclose information to avert a serious threat to health or safety only to those able to prevent or reduce the threat and only as necessary.

Actions To Be Taken When Disclosing Information For A Judicial Or Administrative Proceeding

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. If you are presented with a court order, grand jury subpoena, or administrative order, disclose all information specified in the order and only that information.
3. If you are presented with a lawyer's subpoena or discovery request, ensure that the lawyer has either:
 - Informed the individual to whom the information applies of the proceeding sufficiently to allow them to agree or object, allowed enough time for the individual to agree or object, and resolved any objections the individual might have.
 - The lawyer obtained an authorization signed by the individual. (You may only disclose the information allowed by the authorization, not the subpoena)
 - Obtained a court order restricting the use of the information to the proceeding and requiring all parties to return or destroy the information when the proceeding is over (this is known as a "qualified protective order")

If the lawyer has not done so, ensure that the privacy official at this agency has informed the individual and resolved any disputes, obtained an authorization or obtained a qualified protective order before disclosing any information. Disclose only that information described in the subpoena or discovery request or the authorization.

Actions To Be Taken When Disclosing Information To The Individual

This procedure is documented in the Procedures for Access Request section of this manual.

Actions To Be Taken When Disclosing Information To The Department Of Health and Human Services as Part Of A Compliance Review

This organization must cooperate fully with the Department of Health and Human Services (DHHS) when conducting compliance reviews. Answer all questions put to you by DHHS compliance investigators. Provide access to DHHS personnel to all requested records.

Actions To Be Taken When Disclosing Information About Deceased Individuals

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Disclose information about deceased individuals to law enforcement only when they are suspected to be victims of a crime (or required to by court order or for purposes of identifying the perpetrator of a crime).
3. In all other cases, treat deceased individuals exactly as living individuals for purposes of information disclosures.

Actions To Be Taken When Disclosing Information About Minors To Their Parents Or Guardians.

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Determine if the parent or guardian is a personal representative. See the privacy official or the Personal Representative section of this manual to make

that determination. If so, treat the parent or guardian as any other personal representative. If not, continue with the rest of this procedure.

3. Determine if state, local, case, or other applicable law requires that the information be disclosed to the parents or guardians. (See your privacy official, who may then consult an attorney) If so, disclose the information
4. Determine if state, local, case, or other applicable law explicitly permits the information to be disclosed to the parents or guardians. (See your privacy official, who may then consult an attorney) If so, disclose the information as necessary.
5. Determine if state, local, case, or other applicable law forbids the information to be disclosed to the parents or guardians. (See your privacy official, who may then consult an attorney) If so, do *not* disclose the information.

If state, local, case, or other applicable law is completely silent on the issue, a licensed professional must make a professional judgment whether to allow, disclose, or forbid the information.

Information Requests

Actions To Be Taken For All Information Requests

1. (Note: These activities are to be conducted by the staff member making the request.) FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Determine if your request for information is "routine" (carried out on a regular basis) or "non-routine" (special or unique requests)
3. Do *not* request an entire clinical record unless an entire clinical record is the minimum amount of information needed to accomplish your purpose.

Actions To Be Taken When Making Non-Routine Requests

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Identify the purpose for which the request will be made. Be as specific as possible. (For example, you may suspect that some information that you maintain is incorrect and you want to "compare notes" with someone whom you believe has more up-to-date information.)
3. Identify the items of information required. Be as specific as possible.
4. For each item identified in the previous step, consider the effect of removing it from the request. That is, think about whether the purpose of the request would or would not be satisfied if the item were removed. If the item is not necessary for the purpose of the request, do not request the information.
5. Consider whether or not you should obtain an authorization from the individual to whom the requested information pertains. **[Note: HIPAA requirements address uses and disclosures of information. The only control that HIPAA exercises on information that this agency receives is that for non-treatment purposes it must request the minimum information necessary.]**

Notice and Acknowledgement

Actions To Be Taken With Respect To Publication Of The Notice

1. (Note: The privacy official or designate will perform steps 1 through 7 in this procedure.) FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Maintain the notice ("Notice of Privacy Practices") and update it when changes occur.
3. Maintain all versions of the notice in this organization's HIPAA Compliance file.
4. Post the notice in the waiting room. Keep it in a laminated form on a clipboard that is attached to the wall of the waiting room in front of the reception desk
5. Also keep the notice in a laminated form in a "stand" on the receptionist counter top. This version will be the complete notice.
6. When the notice changes post the most current notice and distribute a copy to all established clients within 60 days.
8. Ensure that at least once every three years, all established clients are provided with a copy of the notice.
9. Keep 25 copies of the full notice available at all times for clinical staff.
10. As of the compliance date, April 14, 2003 provide the notice to all clients who have not previously been given the notice after they check in for their office visit. **[Note: HIPAA only requires that all clients receive the notice after the compliance date.]**
11. Advise clients who need to receive the notice and sign an acknowledgement to arrive early for their scheduled appointment.

Actions To Be Taken When Gaining Acknowledgement Of The Notice

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Provide each client receiving the notice with this agency's Acknowledgement of Receipt of Notice of Privacy Practices. The Acknowledgement is a separate page that is attached to every notice.
3. File the client's signed acknowledgement in the client's clinical record.
4. If the client refuses to sign the acknowledgement, contact the clinical director. The clinical director or privacy official will answer any questions or concerns the client may have.
5. *Never* condition treatment on refusal to sign the acknowledgement.
6. If the client continues to refuse to sign the acknowledgement, document the efforts to explain the notice and subsequent failure to obtain a signature on the Acknowledgement form.
7. Upon clients first visit to this agency provide them with a notice and ask them to complete the acknowledgement.
8. The presentation of the notice is a time when a client may request special privacy protections, alternate confidential communication channels, request to amend PHI, request a disclosure accounting, or request access to or copying of PHI. Forward all such requests to the privacy official.

Personal Representatives

Actions To Be Taken When Dealing With Personal Representatives

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.

2. Recognize the circumstances when a personal representative relationship exists. These circumstances include:

If the person has the authority to act on behalf of the individual in making health care decisions. (See Clinical Director if you have any questions. The Clinical Director will contact an attorney if necessary.)

The executor or administrator of a deceased person's estate is automatically a personal representative of the deceased individual.

A parent, guardian, or other person acting *in loco parentis* of an un-emancipated minor is automatically a personal representative unless:

The minor may lawfully obtain the treatment without parental consent and the minor, a court, or someone else who can lawfully consent to the treatment does so.

The parent assents to a confidentiality agreement between the minor and the provider.

3. Validate the personal representative relationship. If the nature of the relationship can be inferred from the circumstances (for example, when a parent brings a child in for treatment) you may treat such a person as a personal representative of the client. Otherwise, obtain verification of the relationship between the two (such as a power of attorney).
4. Restrict disclosures to personal representatives to those that are appropriate to the nature of the relationship between the personal representative and the client. For example, a power of attorney may specify limitations on the representative's authority to act on the client's behalf.
5. If the client informs you that he or she wishes another individual to act in the capacity of a personal representative, HIPAA allows you to discuss the client's case with this third party as someone who is "involved in the client's care," even though the third party may not be a "personal representative" in a legal sense. Disclosures to persons involved in the health care of others must be limited to those items that can be justified by the nature of the relationship.

Record Retention

Actions To Be Taken For Record Retention Purposes

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Stamp the front cover of all files in this agency's HIPAA compliance file with an ink stamp titled "RETAIN FOR SEVEN YEARS" and the date.
3. Stamp any related record that is not filed in this agency's HIPAA compliance file with the above-mentioned stamps. Examples are:
 - Records of disclosures that are subject to an accounting
 - Authorizations
 - Notices of privacy practices
4. Periodically, review the HIPAA compliance file and ensure that all file covers are appropriately stamped.
5. Starting on April 15, 2009, periodically review the files and discard those records that do not need to be retained (provided guidance from our professional liability carrier, legal counsel or state law does not suggest or require a longer retention period).

Regulatory Currency

Actions To Be Taken To Ensure Regulatory Currency

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Use the following information sources to remain current on regulatory changes and their impact:

Newsletters and seminars provided by our professional liability carrier.

Regular review of the HIPAA Resources page of our state clinical society as well as review of newsletters and email alerts from our clinical society.

Regular review of the DHHS HIPAA website
(<http://aspe.os.dhhs.gov/admnsimp/Index.htm>)

3. Within 30 days of becoming aware of a regulatory change, make changes to our policies, procedures and forms as appropriate to accommodate the regulatory changes.
4. Within one week of making the appropriate changes, train each member of the workforce who has a job function affected by the regulatory change.

Restriction Request Processing

Actions To Be Taken For Restriction Requests

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Forward all requests for restriction to the Privacy Officer the privacy official.
3. **(Note: The privacy official or their designated representative will complete this and all following steps in this procedure.)** Contact all clients or their representatives who request restriction of their health information. Inform the client or their personal representative that this practice requires the request be documented and submitted using our Request for Special Privacy Protections form. ("**Request for Special Privacy Protections.doc**"). If the client expresses concerns about completing the form invite them to visit so you can assist them in completing the form.
4. Track each request on the Request for Special Privacy Protections form.
5. Review the request form to verify the scope of restrictions and determine if these are uses or disclosures we are capable of restricting.
6. Document the grant or denial of restriction on the Response to Request for Special Privacy Protections form (which is incorporated into the Request for Special Privacy Protections form). Send a copy to the requestor.
7. If the request is granted, place one copy of the Request for Special Privacy Protections in the client's clinical record under a separate tab. Affix a green label to the front of the file to alert staff to the restriction. Where appropriate a note will be made on the actual location of protected health information. File a second copy in this organization's HIPAA Compliance file.
8. If the request is granted, meet with the appropriate workforce members to ensure that the request is implemented in their operational activities.
9. Only act on requests that are documented in writing, by you or by the client. Request that the client complete a new Request for Special Privacy Protections for any new or additional requests. (Each request makes all previous requests obsolete. The client must be made to understand that the new form should contain all restrictions that are to be in effect - not just the most recent request. Old restriction request forms are to be kept in the HIPAA compliance file for a period of six years past the date on which they were last in effect.)

10. Document any termination of restrictions on the original Request for Special Privacy Protections form. Fill out and send a copy of the Termination of Special Privacy Protection form (included in the Request of Special Privacy Protections form) to the client if their request is terminated, in whole or in part. File a second copy in this organization's HIPAA Compliance file. (This documentation must be retained for a period of six years past the date that it was last in effect.)

Training

Actions To Be Taken For Initially Training The Workforce

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Complete an up to date listing of staff and their job descriptions. This will include independent contractors, temporary office staff.
3. Determine the policies and procedures for which each job description must be trained.
4. Train each member of the staff in the topics which they must learn. Record each training session in the workforce training log.

Actions To Be Taken For Training New Workforce Members

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Give new staff as well as temporary staff a basic orientation in the policies and procedures related to their job function.
3. Ensure that new staff completes training within 1 week of their start date.
4. Make entries for each training session in the workforce training log.

Actions To Be Taken For Ongoing Training Of The Workforce

1. FOLLOW THIS PROCEDURE EXACTLY AS IT IS WRITTEN. IF, FOR ANY REASON, YOU CANNOT PERFORM EACH OF THESE STEPS AS DIRECTED, CONTACT CLINICAL DIRECTOR OR PRIVACY OFFICER BEFORE CONTINUING.
2. Keep up to date a quick training reference guide using a) the Microsoft PowerPoint™ training materials in the Training folder) the HIPAA Ready

Reference .

3. Include a HIPAA awareness-training component in the monthly staff meetings.
5. Maintain the workforce-training log.

Security Procedures

Backup and Restore

CFLR has two back up for the network server and the financial systems. Nightly the system backs up to the snap server and the financial computer backs up to a large memory box. The Privacy Officer backs up the system on a weekly basis and removes the back up from the building. If the need to restore the system arises, the technical consultant will install the back up. Off site locations will be responsible to back up their individual computer systems on a weekly basis.

Clearance and Termination

All new employees will read and sign the policy and procedures of our computers. Upon termination, their passwords will be removed immediately.

Compliance Certification

The Privacy Officer will randomly conduct on a monthly basis a walk through of work sites and randomly conduct computer audits.

Disaster Recovery

See Business Continuity Plan

Request for Accounting of Disclosures of Protected Health Information

Center for Family Life and Recovery, Inc.

Privacy Officer (315) 735-2236

As required by the Health Insurance Portability and Accountability Act of 1996 you have a right to request an accounting of disclosures of health information that pertains to you.

REQUEST SECTION

I, _____ (print name) hereby request an accounting of disclosures of my protected health information that have occurred over the last six (6) years.

Signature

Date

REQUEST PROCESSING SECTION

This section is to be completed by the reviewer:

Date received:	Reviewed by:
Chief Privacy Officer:	Review Date:

The requested disclosure accounting was processed on _____ (Date)

Signature

Date

Request for Special Privacy Protections

Center for Family Life and Recovery, Inc.

Privacy Officer (315) 735-2236

As required by the Health Information Portability and Accountability Act of 1996, you have a right to request that we restrict our uses and disclosures of your protected health information with respect to treatment, payment and health care operations. You also have a right to request that we restrict our uses and disclosures of your health information with respect to disclosures to members of your family and other relatives or close personal friends or other person you identify who are involved in your care or payment for your care, or to notify or assist in notifying those individuals of your location, general condition or death. This clinical practice does not have to agree to your request, but if we do, we will abide by our agreement until either of us terminates the agreement.

I hereby request special privacy protection for _____

(print client's name and address)

This is a complete list of all restrictions requested. All previous restriction requests are obsolete.

1 I do not want my health information be disclosed to any of the following (attach additional pages if needed):

Name	Address
_____	_____
_____	_____

1 I do not want my health information used or disclosed for any of the following purposes (attach additional pages if needed):

Signed: _____ Date: _____

Print Name: _____ Telephone: _____

If not signed by the client, please indicate relationship:

- parent or guardian of minor client
- guardian or conservator of an incompetent client
- beneficiary or personal representative of deceased client
- other (specify)

NOTE: By law, this restriction will not apply with respect to information necessary to provide emergency treatment, for uses or disclosures required by law, or for certain public health activities, judicial and administrative proceedings, law enforcement purposes, coroner investigations, organ or tissue donations, research activities, specialized government functions or workers' compensation activities.

Response to Request for Special Privacy Protection

Center for Family Life and Recovery, Inc.

Privacy Officer (315) 735-2236

Dear _____:

We received your request for special privacy protection.

This clinical practice agrees to the special protection you requested.

This clinical practice will grant your request in part, and agree to the following:

This clinical practice does not agree to the special protection you requested.

If a special protection was agreed to, it will continue until the agreement is terminated. If you wish to terminate this special protection, please notify us in writing. If we terminate this agreement, the termination will only be effective with respect to health information we create or receive after we notify you of the termination.

Sincerely,

Print Name

Date

Termination of Special Privacy Protection

Center for Family Life and Recovery, Inc.

Privacy Officer (315) 735-2236

Dear _____:

The special privacy protection we agreed to on _____
(date clinical practice agreed to protection) is hereby terminated because:

1 You requested that the special privacy protection be terminated, effective

(date)

1 This clinical practice is terminating the special privacy protection. This termination is effective with respect to health information this clinical practice receives or creates after you receive this notice.

Sincerely,

Print Name

Date

Appendix G: Disclosure Statement

Complete the attached form entitled "CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS".

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Center for Family Life and Recovery, Inc
401 Columbia Street, Suite 200, Utica, NY 13502

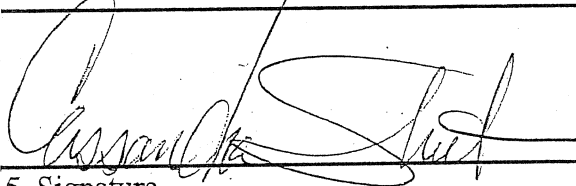
2. Application Number and/or Project Name:

Suicide Prevention Program, Sex Offender Treatment Program, Prevention Education Services, Dual Recovery Training

3. Grantee IRS/Vendor Number 27-4295905

4. Type/Print Name and Title of Authorized Representative

Cassandra Sheets CEO



5. Signature

4/20/11
6. Date

B. The grantee may insert in space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

502 Court Street, Suite 401
Utica, NY 13502

401 Columbia Street, Suite 200
Utica, NY 13502

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice finding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

Appendix H: Disaster Response Plan

Where applicable, attach a copy of the Contractor's
Disaster Response Plan.

Resubmit only when revised or updated.

INTRODUCTION

This Emergency Response Plan had been developed to safeguard consumers, staff, visitors, and other occupants of the Center for Family Life and Recovery, Inc. (CFLR) and to minimize possible danger to the structure and its contents that might result from the effects of fire or other emergencies or disasters. The plan is also designed to safeguard vital records and resources related to the agency's mission.

MEDICAL EMERGENCY PROCEDURES

Once you recognize any life-threatening emergency, including heart attack, cardiac arrest, stroke, and airway obstruction by a foreign body, you should immediately contact 911 and report the emergency. When reporting the emergency provide the following information:

1. Type of emergency
 2. Building address
 3. Location of the victim within the building
 4. Condition of the victim
 5. Any dangerous conditions
- Send another employee to the building entrance(s) to direct EMS personnel to the scene. begin CPR. (Only if trained and certified)
 - When Emergency Medical Service personnel arrive, transfer the person to them for advanced care.
 - Find out who the victim is and provide the information to the EMS personnel.
 - Comfort the victim and try not to move him or her until medical emergency personnel arrive.

EMERGENCY EVACUATION PROCEDURES

Emergency escape procedures and route assignments are displayed. In most cases, it is acceptable to state that upon activation of the fire alarm system the emergency escape procedure is simply to evacuate the building by the nearest exit and assemble at the pre-designated safe location outside the building. The plan should state that when the alarm sounds everyone must evacuate the building (except for designated personnel for whom specific procedures have been developed). Special consideration must be given for evacuation of individuals with disabilities.

FIRE EMERGENCY PROCEDURES

Upon discovering a FIRE:

- A) Remain calm
- B) Call 911 from a safe location-give address, location of the fire within the facility, and your name.
 - If the fire is small, fire extinguishers should be used to control the fire. Only employees trained to use fire extinguishers should put out a small fire.

- Basic operating instructions for Fire Extinguishers:
 1. START FROM A SAFE DISTANCE
 2. PULL THE PIN
 3. AIM AT THE BASE OF THE FIRE
 4. SQUEEZE THE TOP HANDLE OR LEVER
 5. SWEEP FROM SIDE TO SIDE
- In case of a major fire, do not attempt to extinguish the fire. Call 911 and activate the nearest alarm box, if available.
- Immediately exit the facility.
- Do not allow fire to come between you and the exit.
- C) Disconnect electrical equipment if it is on fire and is safe to do so.
- D) Immediately, notify the supervisor.
- E) Do not break windows.
- F) Do not open a hot door. (Before opening a door, touch it near the top. If it is hot or if smoke is visible, **DO NOT OPEN THE DOOR**)
- G) Do not attempt to save possessions.
- H) Follow instructions given by the Emergency Response Team at all times.
- I) Persons with disabilities and those assisting them should proceed to the nearest or designated emergency exit stairwell (area of rescue/refuge)
- J) Those unable to negotiate the stairs should remain in the emergency stairwell (area of rescue/refuge) until assisted out of the building by the Fire & Rescue Personnel.
- K) Move quickly, in an orderly fashion, to the nearest or designated emergency exit stairwell and then to the outside assembly area.
- L) Once outside of the building, move away from the structure. Go directly to the assembly area and report to your Site Monitor for a "head count".
- M) Do not return to the affected area until told to by appropriate authorities.
- N) Do not respond to the media.

FIRE EXTINGUISHERS

Fire extinguishers are located in the building, in public hallways, or other areas of common use, and at multiple locations on all floors. All fire extinguishers are inspected and maintained or replaced annually by contractor.

Dry Chemical Extinguishers (ABC)*. *ABC Extinguishers are used to respond to fires caused by the following classes of fuel:

- Class A- Wood, paper, cloth, trash, and plastics
- Class B- Flammable liquids: gasoline, oil, grease, acetone
- Class C- Electrical: energized electrical equipment

Supervisors are responsible to assure any employee who uses a fire extinguisher must be properly trained and that they should only use a fire extinguisher if they feel it is safe to do so. All employees will be provided basic operating instructions for fire extinguishers.

CONSIDERATIONS FOR INDIVIDUALS WITH DISABILITIES

Employees should be aware of individuals with disabilities at their site and ensure that they are successfully evacuated during an emergency. Appropriate evacuation procedures should be prearranged between the individuals with disabilities and the people assigned to assist them. In evacuations, these individuals should be treated as if they were injured. Carrying options include using a two-person, lock arm position or having the individual sit on a sturdy chair (preferably with arms) which is then lifted and carried.

NOTE: Individuals may have an unobservable disability that may or may not self-identify before an emergency. Such disabilities may include arthritis, a cardiac condition, chronic back problems, asthma, a learning disability, etc. These persons may need additional help during emergency situations. Request that all persons who feel that they may need special assistance notify the emergency director.

HOW TO ASSIST PEOPLE WITH DISABILITIES DURING EVACUATION

TO ALERT VISUALLY IMPAIRED PERSONS

- ◆ Announce the type of emergency
- ◆ Offer your arm for guidance
- ◆ Tell person where you are going, obstacles you encounter
- ◆ When you reach safety, ask if further help is needed

TO ALERT PEOPLE WITH HEARING LIMITATIONS

- ◆ Turn lights on/off to gain person's attention, or
- ◆ Indicate directions with gestures, or
- ◆ Write a note with evacuation directions

TO EVACUATE PEOPLE USING CRUTCHES, CANES, OR WALKERS

- ◆ Evacuate these individuals as injured persons
- ◆ Assist and accompany to evacuation site if possible, or
- ◆ Use a sturdy chair (or one with wheels) to move person, or
- ◆ Help carry individual to safety

TO EVACUATE PEOPLE USING WHEELCHAIRS

- ◆ Non-ambulatory persons' needs and preferences vary
- ◆ Individuals at ground floor locations may exit without help
- ◆ Others have minimal ability to move-lifting may be dangerous
- ◆ Some non-ambulatory persons have respiratory complications
- ◆ Remove them from smoke and vapors immediately
- ◆ Wheelchair with electrical respirators get priority assistance
- ◆ Most wheelchairs are too heavy to take down stairs
- ◆ Consult with person to determine best carry options
- ◆ Reunite person with the chair as soon as it is safe to do so

Employees with disabilities should:

- Meet with the emergency director to familiarize themselves with the Emergency Response Plan and their specific evacuation plan for employees with disabilities.
- Familiarize themselves with the location of fire extinguishers in their work area and abroad.
- Know the location of all emergency exits (area of rescue/refuge).
- Recognize the sound of the emergency e alarm and flashers.
- Proceed directly to the designated or closest emergency exit whenever the fire alarm is seen or heard.

BOMB THREAT PLAN AND PROCEDURES

All bomb threats will be taken seriously. All bomb threats are not legitimate and evacuation is not always required.

In most case, the fire alarm should not be activated in the event of a bomb threat.

RESPONDING TO BOMB THREATS

Employees must be instructed in what to do if a bomb threat call is received. A calm response to the bomb threat caller could result in obtaining additional information. This is especially true if the caller wishes to avoid injuries or deaths. If told that the building is occupied or cannot be evacuated in time, the bomb threat caller may be willing to give more specific information on the bomb's location, components, or methods of initiation.

When a bomb threat is called in, perform the following actions:

- a) Remain calm
- b) Attempt to keep the caller on the line as long as possible. Ask him/her to repeat the message. Record every word spoken by the person and use the telephone bomb threat checklist (Attachment II).
 - Ask for the exact location where bomb has been or is going to be planted.
 - Get as much information as possible about the caller, e.g., vocal characteristic, race, sex, group affiliation, why the bomb was placed.
 - Clues from background noises, which might indicate caller's identification and location.
- c) Immediately after the caller hangs up, report the threat to 911, your supervisor, and the Emergency Response Director.
 - Remain available, as law enforcement personnel will want to interview you.
 - Wait for further direction from the Emergency Response Director.
 - Do not spread rumors-direct all media or other inquiries to the office of the Executive Director.

When a written threat is received, perform the following actions:

- Remain calm
- Avoid handling it unnecessarily in order to preserve possible fingerprint(s), handwriting or typewriting, paper, and postal marks. These will prove essential in tracing the threat and identifying the writer.
- While written messages are usually associated with generalized threats and extortion attempts, a written warning of a specific device may occasionally be received; it should never be ignored.
- Contact the emergency director.
- Wait for further direction from the emergency director.
- Direct all media or other inquiries to the office of the Executive Director.

SUSPICIOUS OBJECT OR PACKAGE

Some Physical Characteristics of Suspicious Packages and letters include the following:

- | | |
|--|---|
| -Excessive postage | -Protruding wires or aluminum foil |
| -Handwritten or poorly typed addresses | -Excessive security material such as masking tape, string, etc. |
| -Incorrect titles | -Visual distractions |
| -Title, but no name | -Ticking sound |
| -Misspellings of common words | -Marked with restrictive endorsements, such as "Personal" or "Confidential" |
| -Oily stains, discoloration or odor | -Shows a city or state in the postmark that does not match the return address |
| -No return address | -Foreign Mail, Air mail and Special Delivery |
| -Excessive weight | |
| -Lopsided or uneven envelope | |

When a suspicious object or package is discovered:

- a) Remain calm
- b) The finder must not disturb or move the suspected object.
- c) Clear all persons from the immediate vicinity.
- d) Call 911
- e) Retreat to a safe distance and warn others to avoid the area. Be available to provide the whereabouts of the suspected object to the police.
- f) Wait for further direction from the Emergency Response Personnel.
- g) Do not spread rumors.
- h) Direct all media or other inquiries to the office of the Executive Director.

BOMB THREAT EVACUATION PROCEDURES

Upon notification of a bomb threat, the following should occur:

The Emergency Response Personnel will:

1. Notify 911

The Emergency Response Personnel, in consultation with the Police, will determine if an evacuation is warranted. The police and the Emergency Response Personnel will assess the threat and make a decision to:

1. Ignore the threat
2. Search and Evacuate
3. Evacuate immediately

2. If Search and Evacuate is warranted, the following actions should be taken:

- a) The Emergency Director will notify all personnel. Telephone communications may be reinforced by the use of the public address system and/or pager system. **Do not use cell phones or two way radios, as they may set off a suspect device.**
- b) Any suspicious items should be reported immediately.

3. If a suspicious object/item is located: Clear the area where the suspicious object is located, and then evacuate the rest of the building.

- a) Employees should take all personal belongings with them (i.e., car keys, coats, purse, and bags or backpacks). If a suspect item is found, the employee may not return to the building until it is found clear. This may take considerable time.
- b) All employees should exit through a designated route that has been checked for any devices, and proceed to their designated assembly area.
- c) Parking lots and garages should be avoided, as they may contain a vehicle bomb.

4. After the bomb disposal organization has disposed of the suspicious object or verified that it is harmless, initiate action to recall evacuees to their offices and work areas.

SUSPICIOUS LETTER/PACKAGE HANDLING PERTAINING TO SUSPECTED ANTHRAX INVESTIGATIONS

This document addresses the recent threats of anthrax exposure. Its purpose is to provide education and guidance for handling mail. By properly screening these incidents, it is believed public safety resources will be allocated more efficiently toward emergency situations.

Many facilities around the country have received suspicious letters in the advent of recent anthrax threats. Some of these letters have contained suspicious powders. However, the majority of the letters contained legitimate mail.

Facts about anthrax:

1. Anthrax organisms can cause infection in the skin, gastrointestinal system, or the lungs. To do so, the organism must come into contact with broken skin, be swallowed, or inhaled. Disease can be prevented after exposure to the anthrax spores by early treatment with the appropriate antibiotics. Anthrax is not spread from one person to another person.
2. For anthrax to be effective as a covert agent, it must be aerosolized into very small particles. This is difficult to do, and requires a great deal of technical skill and special equipment. If these small particles are inhaled, life threatening lung infection can occur, but prompt recognition and treatment are effective.

For those who handle mail:

Some physical characteristics of suspicious packages and letters include the following:

- Excessive postage
- Handwritten or poorly typed addresses
- Incorrect titles
- Title, but no name
- Misspelling of common words
- Oily stains, discoloration or odor
- No return address
- Excessive weight
- Lopsided or uneven envelope
- Protruding wires or aluminum foil
- Excessive security material such as masking tape, string, etc.
- Visual distractions
- Ticking sound
- Marked with restrictive endorsements, such as "Personal" or "Confidential"
- Shows a city or state in the postmark that does not match the return address
- Foreign Mail, Air mail and Special Delivery

In addition to physical characteristics, consideration should also be given to the listed factors to help determine the likelihood of a threat:

- Is there a common sense explanation to the letter?
- Have all reasonable explanations been exhausted?

For example, public safety personnel recently responded to a suspicious package that involved a letter from an unknown person in Florida. When prompted by questions from the officer, the citizen recalled

they had registered with a timeshare in Florida. The unknown name listed on the return address was in fact the sales agent, hence eliminating the suspicion or need for further action.

- Is there a specific known threat?
- Is there a consistent threat pattern?
- Has there been any past experience of legitimate threats?
- Is there any relationship to the government (domestic or foreign) security, military, social, or religious activities?

If the letter or package is suspicious and unopened:

1. Do not open the package. Immediately report the incident to your supervisor.
2. Do not shake or empty the contents of any suspicious envelope or package.
3. Place the envelope or package in a plastic bag or some other type of container to prevent leakage of contents.
4. If you do not have a container, then cover the envelope or package with anything (e.g., clothing, paper, trashcan, etc.) and do not remove this cover.
5. Then have everyone leave the immediate area and close any door, or section off the area to prevent others from entering (i.e., keep others away).
6. Wash your hands with soap and water to prevent spreading any powder to your face.
7. List all people who were in the room or area when this suspicious letter or package was recognized.

For opened packages which contain suspicious materials:

1. DO NOT PANIC: Immediately report the incident to your supervisor and call the police.
2. DO NOT try to clean up the substance. Cover the spilled contents immediately with anything (e.g., clothing, paper, trashcan, etc.) and do not remove this cover!
3. Then have everyone leave the room and close any door, or section off the area to prevent others from entering (i.e., keep others away).
4. Wash your hands with soap and water to prevent spreading any of the substance to your face.
5. Remove heavily contaminated clothing as soon as possible and place in a plastic bag or some other container that can be sealed. This clothing bag should be given to the emergency responders for proper handling.
6. Shower with soap and water as soon as possible. DO NOT use bleach or other disinfectant on your skin.
7. List all people who were in the room or area, especially those who had actual contact with the substance.

UTILITY FAILURE

In the event of a power outage, employees are to:

1. Remain calm.
2. Remain where you are.
3. If you are in an unlighted area, go cautiously to an area that has emergency lights.

4. If telephones are working at Court Street Office, call Property Management 736-7550 (during normal working days Mon.-Fri.) to report the outage.
5. If telephones are working at Columbia Street Office, call Property Management 797-4642 (during normal working days Mon.-Fri.) to report the outage.
6. If directed to evacuate, assist persons with disabilities and go to the designated assembly area.
7. Wait for further instructions from the Power Authority.
8. If you are in an elevator it will stop. Stay calm. Use the intercom or emergency button to alert security or other persons.

In the event of an extended power outage:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge and cause damage to electronics and affect sensitive equipment.
- In facilities with freezing temperatures should turn off the following lines in the event of a long-term power loss.
 - a) Standpipes
 - b) Potable water lines
 - c) Toilets
- Equipment that contains fluid that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

Upon restoration of heat and power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensation from forming on circuitry.
- Fire and potable water piping should be checked for leaks from freeze damage after the heat had been restored to the facility and water turned back on.

SEVERE WEATHER

Site Plans must address severe weather conditions. This must include the identification of severe weather "shelter areas" within buildings and procedures for notifying occupants of an emergency. The fire alarm system should not be used to warn occupants.

The Emergency Director will monitor weather conditions and reports for police Department's Emergency Management Division during periods of severe weather (i.e. blizzards, severe thunderstorms, tornadoes) or natural disasters.

The Emergency Director will notify the staff when weather conditions pose a possible threat to the safety of CFLR employees.

During high winds and/or tornadoes, the Emergency Director is responsible for locating employees to the lowest level in the facility and away from windows.

The safety of personnel shall be of the utmost importance. If there are fatalities or serious injuries employees, and/or damage to the leased property, call the Property Manager immediately.

National Weather Service Warnings

The National Weather Service broadcasts warnings, watches, forecasts, and other hazard information 24 hours a day.

Tornado:

When the National Weather service or other credible source issues a warning or, seek inside shelter. Consider the following:

- Move to:
 - Small interior rooms on the lowest site and without windows
 - Hallways on the lowest site away from doors, windows, and skylights
 - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Assist people with disabilities in finding a safe place
- Stay away from outside walls and windows
- Use arms to protect head and neck
- Remain sheltered until the tornado threats is announced to be over

Earthquake:

- Stay calm and await instructions from Emergency Response Director or designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the designated official.

Flood:

If indoors:

- Be ready to evacuate as directed by the Emergency Director or the designated official.
- Follow the recommended primary or secondary evacuation routes.

If outdoors:

- Climb to high ground and stay there.
- Avoid walking or driving through floodwater.
- If your car stalls, abandon it immediately and climb to higher ground.

Hurricane:

The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch is issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

Once a hurricane watch has been issued:

- Stay calm and await instructions from Emergency Response Director or designated official.
- Continue to monitor local TV and radio stations for instructions.

Once a hurricane warning has been issued:

- Be ready to evacuate as directed by the Emergency Director or the designated official
- Leave areas that might be affected by storm tide or stream flooding.

During a hurricane:

- Remain indoors and move to:
 - Small interior rooms on the lowest site and without windows
 - Hallways on the lowest site away from doors and windows-Rooms constructed with reinforced concrete, brick, or block with no windows.

Blizzard:

If indoors:

- Stay calm and await instructions from Emergency Response Director or designated official
- Stay indoors!
- If there is no heat:
 - Close off unneeded rooms or areas.
 - Stuff towels or rags in cracks under doors.
 - Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, lightweight, warm clothing, if available.

If outdoors:

- Find a dry shelter. Cover all exposed parts of the body.
- If shelter is not available:
 - Prepare a lean-to, windbreak, or snow cave for protection from the wind.
 - Build a fire for heat and to attract attention. Place rocks around the fire to absorb heat and to reflect heat.
 - Do not eat snow. It will lower your body temperature. Melt it first.

If stranded in a car or truck:

- Stay in the vehicle!
- Run the motor about ten minutes each hour. Open the windows a little for fresh air to avoid carbon monoxide poisoning. Make sure the exhaust pipe is not blocked.
- Make yourself visible to rescuers.
 - Turn on the dome light at night when running the engine.
 - Tie a colored cloth to your antenna or door.
- Exercise to keep blood circulating and to keep warm.

TERRORIST/ENEMY ATTACK

Should an act of terrorism occur:

Follow the instruction of the Emergency Director. If evacuation is necessary, employees should evacuate according to direction of the Emergency Director or other designated official. Employees should take essential personal possessions (coats, purses) when leaving workstations.

Employees should perform the following actions:

- Take immediate cover for protection against flying glass and debris.
- Leave cover only when directed to do so by the Emergency Director or Emergency Response Personnel.
- Proceed to the nearest main interior corridors of you facility and wait there for instructions from Emergency Response Team before processing further.
- Remain in the secure area until instructions are received from the Emergency response Personnel.

EXPLOSION EMERGENCY PROCEDURES

In the event of an explosion in the building, perform the following actions:

- Take cover under tables, desks or other objects that will give protection against flying glass or objects.
- Contact the Emergency Response Director and give location of the explosion.
- If the building is evacuated, occupants are to wait in the designated assembly area for instructions from the Emergency Response director.

CIVAL DISTURBANCES

No standard procedure can be established for all civil disturbances or demonstrations because they will vary in their nature and in the kinds of problems they present due to the character and number of the participants involved and the atmosphere in which they occur. Thus, any plan must have sufficient flexibility to fit the situation as it develops.

The Police Department will coordinate actions for handling civil disturbances and demonstrations. The Emergency Director will handle such matters in close cooperation with the Police Department in the area concerned.

CHEMICAL SPILL

This section is a description of the procedures to be followed in the event of a chemical spill or leak at an area surrounding the CFLR site. A chemical leak or spill may resemble a building maintenance problem, such as water from a broken pipe.

All employees are advised to exercise caution when approaching and investigating apparent maintenance problems, especially after normal working hours.

When chemical spill has occurred:

- Notify the Emergency Director, Property Management and follow their instructions.
- If toxic fumes are present, secure the area (with caution tapes or cones) to prevent other personnel from entering.

The emergency 911 numbers provides access to Police, Fire and Rescue, Hazardous Material Units, and ambulance services. Callers are instructed to stay on the line to provide details concerning the extent of the emergency situation in order to ensure appropriate response by emergency units.

DISRUPTIVE OR VIOLENT BEHAVIOR

When an employee witnesses disruptive or violent behavior in the workplace, they should:

- If possible, move calmly to area that is safe.
- Call **911**. When calling **911** be prepared to give specific information about the incident.
 - Your name
 - Address/building
 - Room location
 - Injuries
 - Number of individuals involved
 - Damage and extent of damage
- Stay on the line until the operator has given you instructions to hang up. Pay close attention to details of the incident and description of the person; write them down if possible.
- Alert personnel and supervisor immediately.
- Refer all media or other inquiries to the Executive Director's office.

WORKPLACE VIOLENCE

Employees and visitors may become aware of a violent act by the sounds of an explosion, gunfire, scuffling, or by observation of events that could only be intentional acts of violence. The person(s) who observe(s) these life-threatening acts should immediately call **911** and the site Emergency Response Director.

Different types of workplace violence require different actions:

Explosion-If an explosion occurs, building occupants should leave the building using the same evacuation plan and procedures as they would for a fire.

Gunfire-If you become aware of gunfire occurring in the building, take refuge in a room that can be locked. The room should also provide limited visibility to anyone that is outside of it. Secure the door and hide under a desk, in a closet or in the corner. Do not leave the room for any reason until police have searched the building and given you permission to leave the room.

Physical Threat-If someone's actions pose a physical threat to you, evacuate the area. Call **911**.

Hostage Situation-Immediately vacate the area, take no chances to endanger the life of the hostage. Call **911** and the Emergency Director immediately.

In the event someone is hurt and/or a fire is caused by these events, contact the Emergency Director and advise them of the particular information. If there is no answer, contact **911**.

EMERGENCY ASSEMBLY AREAS (EAA)

All sites must develop procedures that account for all personnel immediately following an evacuation. At a minimum, the plan should designate a safe area(s) outside the building. For small facilities with fewer than 20 occupants there should be a roll call at the designated safe area following an emergency

evacuation. For larger facilities, such a roll call system is impractical. For these facilities, all employees should assemble at the designated safe zones outside the building identified in the site plan as Emergency Assembly Areas (EAA).

The plan should direct individuals who have knowledge of any person(s) still inside the building do to injury or other cause to inform the emergency responders (e.g., Fire and Rescue Department or Police Department). These procedures should:

- Contain the requirements to account for and report the number of personnel evacuated.
- Provide a means for notifying the Emergency Response Director and emergency personnel when employees are missing.
- Including procedures for accounting for personnel performing critical operations.

CFLR INCLEMENT WEATHER OR OTHER EMERGENCY LEAVE POLICY

When extreme inclement weather or other emergencies occur, the CFLR Executive Director or his/her designee shall have the option to declare one of the following types of leave:

- a) Liberal Leave-may be declared by the CFLR Executive Director or his/her designee when it is deemed advisable to provide employees flexibility regarding to work due to inclement weather or other emergency. Liberal leave authorizes all employees to use their own leave to remain home from work or to leave work early without obtaining prior approval from their supervisor. Employees may use vacation, personal or sick leave or leave without pay for this purpose. Such leave is authorized only for the period of time designated by the CFLR Executive Director or his/her designee.

IMPORTANT TELEPHONE NUMBERS

FIRE-POLICE-AMBULANCE-EMERGENCY.....	911
Non-Emergency number.....	731-2000
Police Department.....	735-3301
NYS Police.....	736-0122
Sheriff Department.....	841-8500
HAZMAT Team.....	1-800-467-4922
Poison Control.....	1-800-222-1222
Oneida County Health Department.....	798-6400
Court Street Property Management.....	736-7550
After Hours.....	
Columbia Street Property Management.....	797-4642
After Hours.....	601-7430
National Grid.....	1-800-642-4272

Center for Family Life and Recovery Continuity Plan

Overview of the Business Continuity Plan

Purpose

Center for Family Life and Recovery increasingly depends on computer- supported information processing and telecommunications. This dependency will continue to grow. The increasing dependency on computers and telecommunications for operational support poses the risk that a length loss of these capabilities could seriously affect the overall performance of the Agency. Risk analysis identifies several systems as belonging to risk category I, comprising those functions whose loss could cause a major impact to the Agency within hours. It also categorized a majority of Center for Family Life and Recovery as Essential, or Category II – requiring processing support within a few weeks of an outage. This risk assessment process will be repeated on a regular basis to ensure that changes to our processing and environment are reflected in recovery planning.

Center for Family Life and Recovery administration recognizes the low probability of sever damage to data processing, telecommunications or support services capabilities that support the Agency. Nevertheless, because of the potential impact to Center for Family Life and Recovery, a plan for reducing the risk of damage from a disaster however unlikely is vital. Center for Family Life and Recovery Business Continuity Plan is designed to reduce the risk to an acceptable level by ensuring the restoration of Critical processing within 24 hours and all essential production (Category II processing within 2 weeks of the outage.

The plan identifies the critical functions of Center for Family Life and Recovery and the resources required to support them. The Plan provides guidelines for ensuring that needed personnel and resources are available for both disaster preparation and response and that the proper steps will be carried out to permit the timely restoration of services.

This Business Continuity Plan specifies the responsibilities of the Business Continuity Management Team, whose mission is to establish Agency level procedures to ensure the continuity of Center for Family Life and Recovery functions.

Assumptions

The plan is predicated on the validity of the following three assumptions:

- The situation that caused the disaster is localized to the data processing operations and systems at the main office 401 Columbia Street, Utica NY.; the building or space housing the functional area; or to the communication systems and networks that support the functional area. It is not a general disaster, such as an earthquake or the “Blizzard of 78” effecting a major portion of Upstate New York.

- The Plan is based on the availability of the back-up resources, as described in part IV. The accessibility of these, or equivalent back – up resources, is a critical requirement.
- The Plan is a document that reflects the changing environment and requirements of Center for Family Life and Recovery. Therefore, the Plan requires the continued allocation of resources to maintain it and to keep it in a constant state of readiness.

Development

Center for Family Life and Recovery Information Security Officer, with assistance from key Agency support areas, is responsible for developing the Agency Business Continuity Plan.

Maintenance

Ensuring that the Plan reflects ongoing changes to resources is crucial. This task includes updating the Plan and revising this document to reflect updates; testing the updated Plan; and training personnel.

Quarterly, the Business Continuity Management Team ensures that the Plan undergoes a more formal review to confirm the incorporation of all changes since the prior quarter. Annually, the Business Continuity Management Team initiates a complete review of the Plan, which could result in major revisions to this document. These revisions will be distributed to all contracted agencies, who exchange their old plans for the newly revised plans.

Testing

Testing the Business Continuity Plan is an essential element of preparedness. Partial tests of individual components and recovery will be tested on a regular basis.

Organization of Disaster Response and Recovery

The organizational backbone of business continuity planning at Center for Family Life and Recovery is the Business Continuity Management Team. In the event of a disaster affecting a Center for Family Life and Recovery location or its resources, the Business Continuity Management Team will respond in accordance with this Plan and will initiate specific actions for recovery. The business Continuity Management Team is called into action under the authority of the Executive Director and/or President of the Board. For the business continuity of Center for Family Life and Recovery systems, two groups are primary: the Business Continuity Management Team, and the Functional Area Recovery Management (FARM) Team for the area affected. In the event of a disaster, the BCMT provides general support, while the FARM Team is concerned with resources and tasks integral to running the specific functional area.

Initiation of the Agency Business Continuity Plan

Initiation of this Plan is the responsibility of the Executive Director or any member of the Business Continuity Management Team if the Executive Director is not available.

Dissemination of Public Information

The Executive Director or his appointment is responsible for directing all meetings and discussions with the news media and the public, and in conjunction with the Personnel Department, with Center for Family Life and Recovery personnel not actively participating in the recovery operation. (Putting out the fire)

Local Radio Stations to broadcast news to staff are:

WIBX

Lite 98.7

Big Frog 104

Local News Agency to broadcast news to staff :

WKTV News

Appendix I: Accounting System and Financial Capability Questionnaire

**Complete the attached ACCOUNTING SYSTEM
AND FINANCIAL CAPABILITY QUESTIONNAIRE.**



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE**

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend * public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (month, day, year) <p align="center">1/1/2011</p>	b. Principle officers <p align="center">Richard Pratt</p>	Titles <p align="center">President</p>
c. Employer Identification Number: <p align="center">27-4295905</p>	<p align="center">Kelly Walters</p>	<p align="center">Vice President</p>
d. Number of Employees Full Time: 42 Part Time: 41	<p align="center">David Wojnas</p>	<p align="center">Treasurer</p>

2. Is the firm affiliated with any other firm: Yes No
 If "yes", provide details: this is the first line
 this is the second line

3. Total Sales/Revenues in most recent accounting period. (12 months)
\$ 2661309

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? Yes No

a. If yes, provide name, and address of Agency performing review:
OASAS
1450 Western Ave
Albany, NY 12203

b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system: Manual Automated Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? Yes No Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? Yes No Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? Yes No Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? Yes No Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Sure
b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants? Yes No Not Sure

SECTION D: FUNDS CONTROL

1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified? Yes No Not Sure

SECTION E: FINANCIAL STATEMENTS

1. Did an independent certified public accountant (CPA) ever examine the financial statements? Yes No

2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued. Enclosed N/A

3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:

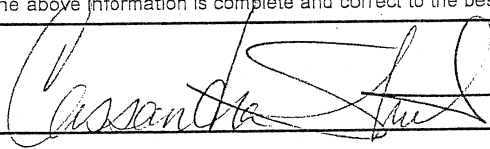
SECTION F: ADDITIONAL INFORMATION

1. Use this space for any additional information (indicate section and item numbers if a continuation)

SECTION G: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

1. Signature



b. Firm Name, Address, and Telephone Number

Center for Family Life And Recovery, INC
401 Columbia Street, Suite 200
Utica, NY 13502

a. Title

CEO

SECTION H: CPA CERTIFICATION

The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.

1. Signature

b. Firm Name, Address, and Telephone Number

a. Title

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810 - 7TH STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.

" I "



OASAS

Improving Lives

NEW YORK STATE
OFFICE OF ALCOHOLISM & SUBSTANCE ABUSE SERVICES
OFFICE SERVICES FOR PREVENTION, TREATMENT, RECOVERY

GOVERNOR
David A. Paterson

COMMISSIONER
Kathleen M. Carpenter-Palumbo

October 30, 2009

Ms. Cassandra Sheets
Executive Director
Mohawk Valley Council on
Alcoholism/Addictions, Inc.
5020 Court Street
Utica, New York 13502

Re: Mohawk Valley Council on Alcoholism/Addictions, Inc.
Final Report AL-09017

Dear Ms. Sheets:

The following is the final report on our review of the financial operations of Mohawk Valley Council on Alcoholism/Addictions, Inc. (Mohawk Valley Council), relative to its services funded by the NYS Office of Alcoholism and Substance Abuse Services (OASAS). This review was performed pursuant to OASAS' authority as set forth in Article 32, Section 32.15 of the NYS Mental Hygiene Law.

Background

Mohawk Valley Council is a multi-funded, not-for-profit corporation whose mission is: "...to serve as a community resource to increase awareness of alcoholism and other addictions and as a referral service to facilitate recovery."

During the period reviewed, Mohawk Valley Council provided Chemical Dependency Prevention services under its funding agreement with the Oneida County Department of Mental Health (OCDMH).

Services are provided at Mohawk Valley Council's facility located at 502 Court Street, Utica.

Scope of Review

Beginning August 3, 2009 and continuing through August 7, 2009, the Division of Quality Assurance and Performance Improvement – Bureau of Workforce Development and Fiscal Evaluation conducted an on-site review of Mohawk Valley Council's financial operations for the operating period January 1, 2009 to December 31, 2009. During this period, Mohawk Valley Council operated under a funding agreement with OCDMH, the Local Governmental Unit (LGU) under Approved State Aid Funding Authorization with OASAS.

The main objectives of our review were to ensure that your program's financial operations adhere to OASAS' guidelines and requirements, and provide recommendations for improvement in fiscal operations. To accomplish these objectives, we interviewed key fiscal and administrative staff and reviewed the program's accounting system, including books and records of revenues and expenditures, policies and procedures, as well as Mohawk Valley Council's internal control structure.

Results of Review

Maintenance of Written Fiscal Policies and Procedures

Finding:

Our review of Mohawk Valley Council's written petty cash policies and procedures found that the following items were not addressed:

- A method for approving and recording individual purchases (i.e., use of pre-numbered petty cash vouchers).
- A procedure for replenishing the fund and posting transactions to the general ledger.
- The procedure for reconciling the fund to the established fund amount, upon replenishment.

Recommendation #1:

To ensure the reasonable and proper expenditure of contract funds, Mohawk Valley Council officials should amend their written petty cash policies and procedure to address the items identified above.

Finding:

Our review revealed that Mohawk Valley Council's Administration-Accounting Procedures Manual did not address the policies and procedures for allocating administrative and shared program/site costs.

Recommendation #2:

Written administrative and shared program/site allocation policies and procedures should be developed and include the current guidelines specified in OASAS' Consolidated Fiscal Reporting and Claiming Manual - Appendix I - Agency Administration and Appendix J - Allocating Expenses for Shared Program/Site. To allow for an equitable and fair apportionment of these costs, Mohawk Valley Council officials should ensure that these procedures are appropriately implemented and enforced.

Budgeting and Reporting Practices

There are no findings/recommendations in this area.

Expenditure Transactions

Finding:

Our sample review of other than personal service costs included a transaction replenishing the petty cash fund (check #5276, dated 5/19/09). However, there was no evidence to support reconciliation of the fund to the established fund amount, upon replenishment.

Recommendation #3:

To ensure the reasonable and proper expenditure of contract funds, a reconciliation of the petty cash fund to the established fund amount should be conducted upon replenishment.

Ms. Cassandra Sheets
Page 3 of 3
October 30, 2009

Adherence to Federal SAPT Block Grant Requirements

There are no findings/recommendations in this area.

Maintenance of Viable Financial Position

There are no findings/recommendations in this area.

Comments of Officials

The findings contained in this report were discussed with Mohawk Valley Council officials during the course of our review and at the exit conference held on August 7, 2009. In addition, a draft copy of this report was issued to provider officials on October 6, 2009 for review and comment. Our review of their response, dated October 13, 2009, revealed that Mohawk Valley Council officials are in agreement with our findings/recommendations and implemented corrective action. A copy of Mohawk Valley Council's response is included as Appendix A.

Further Action Required

Implementation of Mohawk Valley Council's corrective action taken will be verified at our next fiscal review of the provider.

Thank you for the courtesies extended to our staff during this review.

Sincerely,



Randall Wolin
Fiscal Audit and Review Unit Manager

Enclosure

cc w/enc.: Charles W. Monson
Douglas Rosenberry
Richard Olm
Gerald Roe
Edward Freeman
Kathy Murphy
Pamela Nash
Beth Rinfret
Kevin Doherty
Becky Eisenhut, President of the Board of Directors
Linda M. Nelson, Commissioner, OCDMH
Files (Albany/NYC)

Appendix J: Corporate Compliance Plan

Attach a copy of the Contractor's Corporate Compliance Plan
(see pgs. 12-13 in the main body of this Agreement).

Resubmit only when revised or updated.

CENTER FOR
FAMILY 
AND **RECOVERY**
WHEN THERE'S **HELP**, THERE'S **HOPE**.

Employee Handbook

Center for Family Life and Recovery, Inc CFLR

Employee Welcome Message

Welcome new employee!

On behalf of your colleagues, I welcome you to CFLR and wish you every success here.

We believe that each employee contributes directly to CFLR's growth and success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe the policies, programs and benefits available to eligible employees. Employees should familiarize themselves with the content of the employee handbook as soon as possible, for it will answer many questions about employment with CFLR.

We hope that your experience here will be challenging, enjoyable and rewarding. Again, welcome!

Sincerely,

Cassandra C. Sheets, LMSW

CEO

Center for Family Life and Recovery

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Center for Family Life and Recovery

Employee Handbook

PURPOSE

The Employee Handbook reflects the employment between the employee and the Center for Family Life and Recovery (CFLR). In adopting the following set of personnel policies, the Board of Directors recognizes that effective personnel administration is founded on principles designed to ensure the dignity and rights of all staff members.

The Board of Directors of CFLR has adopted these policies and procedures so that the Board of Directors and the employees of the CFLR can achieve a mutual understanding of their respective obligations to each other.

It is the policy of this organization to conduct its business operations in a manner that demonstrates full compliance with employment law. To promote individual and corporate responsibility for a fair and legal business climate, we will uphold policies that support fair labor standards, fair labor relations, equal employment opportunity, and a safe working environment for our employees that enable us to carry out the mission of the CFLR.

If any section or provision of this policy is in breach of the laws or regulations of the United States or New York State, such section and/or provision will be superseded by the appropriate provisions of such law or regulations so long as the same is in full force and effect. All other sections and provisions of this policy shall continue in full force and effect.

Personnel Policies and Procedures have been developed by the Human Resources Committee and approved by the Board of Directors. The statements regarding CFLR's policies, practices, procedures and benefits are for information purposes only. This handbook does not constitute a contract for employment, either expressed or implied. CFLR adheres to the principle of employment-at-will which preserves the right of either the employee or the employer to terminate the employment relationship at any time, with or without cause.

SERVICES

Provide information and referral, community presentations, science based prevention education programs, employee assistance programs, drug free workplace seminars, and the NYS Drinking Driver Program.

LOCATION

The Center for Family Life and Recovery is located at 502 Court Street, Suite 401, Utica, NY 13502.

VISION

To be the premier resource to improve our community through the delivery of quality human service programs.

MISSION STATEMENT

It is the mission of the Center for Family Life and Recovery to improve the behavioral health of children, individuals & families through prevention, treatment support and recovery by providing:

- Counseling and family support
- Alcoholism and other addiction services
- Training and education
- Advocacy and mentoring services

CONFIDENTIALITY POLICY

It is the policy of CFLR to treat all information on each person/client served as confidential. No information will be given to another facility, professional and/or employer without the written consent of that person/client.

The release of confidential information regarding alcohol and drug abuse is governed by Federal Regulation and any re-disclosure of such information will be made only under the mandates of the Federal Regulation.

The client will be used as the primary source of information about himself and information sought should be limited to that which is essential for services.

If a staff member encounters a situation that involves suspected child abuse or neglect, or has a client who the staff person believes may be a danger to him/her or others, then mandated reporting must be made to the appropriate agency.

Any other information to be released to another source shall be done ONLY with the written permission of the client.

Written consents for release of information are valid only for six months from the signature date and must be specific to source and type of information to be released.

Records are to be kept in locked files and not left out in view.

The client may revoke permission in writing to CFLR to release information to any source at any time.

Staff, volunteers, interns, consultants, and board members are bound by this policy.

CFLR HUMAN RESOURCES COMMITTEE

Pursuant to the By-Laws of CFLR, the Board of Directors has a standing Human Resources Committee. The Human Resources Committee is responsible for the development of personnel policies and procedures. The CEO is responsible for the implementation of and adherence to these policies and procedures.

HUMAN RESOURCES PRACTICES REVIEW

The personnel practices are to be reviewed bi-annually by the Human Resources Committee, and its recommendations for additions or changes will be made to the Board of Directors. Any changes approved by the Board of Directors shall be brought to the attention of the employees of CFLR in writing so that they may continue to have a clear understanding of the rules and regulations that govern their employment.

EMPLOYMENT PRACTICES AND PROCEDURES

AT WILL EMPLOYMENT

This Policy and Procedures Manual is not a contract of employment. Any individual may voluntarily leave employment, or may be terminated at any time. Any oral or written promises to the contrary are not to be relied upon as a valid agreement by any prospective or existing employee.

FAIR EMPLOYMENT POLICY

Employment opportunity free from discrimination is the law, and all managers and employees are expected to comply to the fullest extent with the spirit and content of Equal Employment Opportunity regulations.

This policy prohibits discrimination based on race, color, gender, age, disability, religion, citizenship, national origin, veterans' status, military service, marital status, sexual orientation. This Policy is applicable to all matters relating to employee recruitment, hiring, compensation, promotion, transfer or termination, and shall cover both salaried and hourly-paid position.

Sexual harassment is a violation of Title VII of Civil Rights Act and New York State Law. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct is used as a basis for employment decisions, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. In addition, CFLR managers and employees must not condition employment opportunities on unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

In addition to sexual harassment specifically, CFLR does not tolerate any type of harassment between and among employees of CFLR.

If you believe that you have been treated in a way inconsistent with the CFLR's Fair Employment Policy, you should inform your supervisor immediately or Human Resources.

VIOLATIONS OF GRANT OR RULES OR REGULATION

It is the policy of CFLR that the entire staff complies with all rules and regulations of all funding sources and policies of CFLR. Employees may be reprimanded if a violation is found to be minor or unintentional, or otherwise affected by mitigating circumstances. Employees may also be reprimanded, suspended or terminated from employment for intentional, material or repeated violations of regulations, rules or grant conditions of any funding sources and the policies of CFLR, depending on the seriousness of the violation or violations.

EMPLOYMENT TERMINATION

To help achieve consistency throughout CFLR, terminations are generally handled in accordance with the following provisions:

TYPES OF TERMINATIONS

Termination refers to either voluntary resignations initiated by the employee or involuntary terminations initiated by CFLR.

RESIGNATIONS

In order to receive your accrued and unused vacation in your last paycheck, non-exempt employees who voluntarily resign are expected to give ten (10) working days advance written notice and exempt employees are expected to give twenty (20) working days advance written notice. Employees are expected to work through the notice period in accordance with business needs.

DISCHARGE

Involuntary employment termination initiated by the organization.

LAYOFF

Involuntary employment termination initiated by the organization for non-disciplinary reasons.

RETIREMENT

Voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Employee benefits will be affected by employment termination in the following manner: all accrued and vested benefits that are due and payable at termination are payable if proper notice is given (see Resignations), for cause and before six months of employment (see vacation at termination). Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

EXIT INTERVIEW

Every terminated employee will be offered an exit interview with a senior staff member at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as, the reason for termination, employee benefits, conversion privileges, repayment of outstanding debts to CFLR, or return of Agency-owned property. Suggestions, complaints, and questions can also be voiced.

An exit interview form shall be completed and sent to the Human Resources. Except in extraordinary circumstances, each exit interview will be held on the last day of employment.

PROGRESSIVE DISCIPLINE

The following is CFLR's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from effective leadership and fair supervision at all employee levels.

CFLR's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with CFLR is based on mutual consent and both the employee and employer have the right to terminate employment at will, with or without cause or advance notice, CFLR may use progressive discipline at its discretion.

Progressive action may call for any of one of the following verbal warning, written warning, termination of employment -- depending on the severity of the performance deficiency and/or the number of instances the infraction occurred. There may be circumstances when one or more steps are bypassed.

There are certain types of infractions that are serious enough upon a first offense to justify termination of employment. (Examples are but not limited to: breach of confidentiality, destruction of CFLR property, violation of sexual harassment and other discriminatory harassment policies, physical assault or threat of clients or co-workers)

It is our hope that it will seldom become necessary to discharge an employee for violations of rules or procedures or unacceptable performance. It is our goal, in this regard, to offer constructive criticism with courtesy and discretion. Depending on the severity of the conduct, disciplinary steps may be enforced by any and all of the following methods: verbal warnings, written warnings or discharge pursuant to the provisions set forth in this manual.

GRIEVANCE PROCEDURE

Whenever people are required to work together for an extended period of time, misunderstandings may occur. A Grievance Procedure has been developed to ensure that employees have a prompt and fair disposition of reporting complaints or problems.

A fast, fair resolution of any problem that may arise in the course of employment is the best for all concerned. So that all problems can be dealt with fairly and as quickly as possible, we ask that you follow the guidelines below if you have a problem or concern:

1. Discuss the problem with your immediate supervisor. We have found that most employee concerns can be satisfactorily addressed with a supervisor. A quick, fair resolution to any problem that may arise in the course of your employment is the best for all concerned.
2. If the problem is not resolved, the employee should make a written complaint known to their immediate supervisor within ten working days following the act or omission giving rise thereto, or within ten working days of the date on which the employee first knew of such act or omission if that date is later.
3. If the employee is not satisfied with the results of the supervisor's determination, the employee may submit a written complaint within five (5) working days from that determination to the CEO, who will review the matter with the immediate supervisor or any other parties concerned. In the case of a grievance filed by the CEO, the written complaint shall be submitted to the chair of the Human Resources Committee.

4. The CEO or the chair of the Human Resources Committee's decision will be final and will be communicated in writing to all involved parties.

Although the above steps represent the preferred method of reporting a work place concern, employees are welcome to use the channel of his or her preference. Employees are encouraged to file a report even if it is outside of the timeframe listed above. All complaints will be promptly and thoroughly investigated with appropriate levels of confidentiality. Retaliation of any kind against anyone who brings a complaint, opposes any alleged violation, or participates in an investigation/hearing concerning an alleged violation of this policy, whether the matter is being handled internal or before a government agency or court, is unlawful and against CFLR's policy.

RECRUITMENT

Applicant screening and employment interviews shall be conducted by the Hiring Manager. CFLR will endeavor to fill positions from within CFLR when appropriate. Printed information concerning job opportunities or openings must include a nondiscriminatory statement. All applicants are required to submit an application for employment. Opportunity for employment with CFLR shall be open to any person who can present satisfactory evidence of required skills and qualifications for the position to be filled.

HIRING STAFF

Upon completion of screening, interviews, and verification, which is conducted by the CEO or designee, the CEO will select the candidate most qualified for the position and provide notice as soon as possible to the candidate by a written offer, setting forth the terms and conditions of employment. Upon acceptance of the position by the selected candidate, the CEO will inform the Board of Directors.

HIRING RELATIVES

The employment of relatives (same or opposite sex)/domestic partners in the same area of an organization may cause serious conflicts and problems with perception of favoritism. Furthermore any disputes which occur outside of work may be carried into the workplace causing a negative impact on employee morale.

Although CFLR has no prohibition against hiring relatives (same or opposite sex)/ domestic partners of existing employees, we are committed to monitoring situations in which relatives/domestic partners work in the same area. In case of actual or potential problems, CFLR will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (domestic partners).

REFERENCE CHECKS

To ensure that individuals who join CFLR are well qualified and have a strong potential to be productive and successful, it is the policy of CFLR to check the employment references of all applicants, either by telephone, e-mail or regular mail correspondence.

Similarly, the Hiring Manager will respond in writing only to those reference check inquiries that are submitted to CFLR either by telephone, e-mail or regular mail correspondence. Responses to such inquiries will confirm only dates of employment, wage rates, and positions held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

IMMIGRATION LAW COMPLIANCE

CFLR is committed to employing only United States citizens and aliens authorized to work in the United States. CFLR does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with CFLR within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking information on immigration law issues are encouraged to contact the CEO. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

JURY DUTY

An employee called for jury duty will be excused from work as required by law. CFLR will pay the difference between an employee's regular wages and jury compensation received by the employees during jury duty up to a maximum of ten work days. Personal court appearances will be the responsibility of the employee to use paid time off or unpaid time to attend.

SNOW DAY or OTHER EMERGENCY POLICY

In the event of a business closing or delay, the Agency is committed to taking immediate and appropriate action to ensure the health and safety of employees. If the Agency declares a business closing or delay, CFLR will invoke the emergency preparedness and/or the business continuity plan.
PROCEDURE:

- Only the CEO or designee can officially declare a business closing or delay.
- As determined by the agency, employees essential to maintaining or restoring facility and/or system operations will be designated as Essential Functional Personnel. Only staff identified as Essential Functional Personnel will be authorized to access the premises of a declared closed facility.
- Essential Functional Personnel who are out of the office during a declared business closing or delay may be requested to report to work to support the service continuity and resumption plan.

Pay Guidelines;

- A. Full day Business Closing

- Non-exempt employees who were scheduled to be at work on an Agency declared full day business closing will be paid their normal base rate up to a maximum of two (2) business days.
- Exempt employees who work any part of the week in which the Agency has declared a full day business closing will be paid their regular weekly salary for the week in which the business closing occurred.

B. Early Release business Closing

- If the company declares a business closing after the start of the Agency's usual and customary normal business hours, nonessential non-exempt employees will be paid at their normal base rate of pay for the balance of the scheduled hours not worked that day.
- Exempt employees who work any part of the week in which the company has declared an early release business closing will be paid their regular weekly salary for the week in which the early release business closing occurred.

C. Late Arrival Business Delay

- If the Agency declares a late arrival business delay, the Agency will pay non-exempt employees their normal base rate for the scheduled hours lost due to the declared business delay.

If a non-exempt employee reports later than the declared business delay, the employee may choose to go unpaid, charge Paid Time Off or Vacation Time for the absence, or with CEO approval, make up the time within the same day or within the same pay week.

D. Additional Pay Guidelines

- If an non-exempt or exempt employee is scheduled to be away from work for any reason (e.g. vacation, paid time off, jury duty, death in family, short or long term disability, Workers' compensation), then the applicable pay policy for that specific time off plan applies.

If CFLR does not declare a business closing, or an early release business closing or a late arrival business delay, individuals may request and management may approve time off for the entire day, an early release or late arrival. In the case of an early release or late arrival, non-exempt employees may request to go unpaid or to charge their Paid Time Off for the absence, or with CEO approval, make up the time within that pay week.

Closing Announcements

WKTV, CFLR Answering System

EMPLOYMENT CATEGORIES

FULL TIME EMPLOYEES

A full time employee is defined as an employee hired to work 35 or more regularly scheduled hours per week. Business hours for CFLR are 8:30 am – 4:00 pm, Monday –Friday and extended hours until 8:00 pm on Wednesdays, 9:00 pm on Tuesdays and Thursdays with unpaid half hour lunch breaks. Schedules may vary within these business hours to accommodate client contacts.

PART TIME EMPLOYEES

A part time employee is defined as an employee hired to work 21 hours or less of regularly scheduled hours per week. Part time employees working six or more hours in one day are required to take an unpaid one half hour break.

EXEMPT (SALARIED) AND NON-EXEMPT (HOURLY) EMPLOYEES

Non-Exempt Employees are paid for all hours worked; including overtime pay for hours worked in excess of 40 in a week.

Overtime

Overtime provisions apply to non-exempt employees only

Non-Exempt employees must obtain management approval prior to working any overtime or for any time spent working on agency premises outside of their normal scheduled hours when the CEO has not required the employee to work. Furthermore, an employee that submits unauthorized hours, including overtime hours without prior management approval may be subject to disciplinary action.

Non- Exempt employees must be paid a premium rate of 1 ½ times the normal base rate of pay for hours worked over forty (40) hours in one (1) week.

When determining overtime hours, time worked is defined as time spent performing job duties and includes time not worked for vacation, PTO (Paid time off), jury duty, bereavement, company closing due to adverse conditions, volunteer community service- volunteer time- off (VTO), and holidays when scheduled to work.

Absences due to illness/disability are not considered time worked for purposes of computing overtime.

Non-Exempt employees are not allowed to “bank” time, accumulate or take time off in lieu of overtime pay (compensatory time).

Mandatory overtime may be required. Whenever feasible, management should give employees prior notification that overtime is required.

Exempt Employees

Deductions are not to be made from an exempt employee’s pay, except in the circumstances listed below as outlined by the Fair Labor Standards Act. The Agency may at its discretion decide not to make any such deductions.

Appropriate Deductions

- For absence from work for one or more full days for personal reasons, sickness or disability.
- For penalties imposed in good faith for infractions of safety rules
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions imposed pursuant to the written policy applicable to all employees.
- For full days missed in the initial or last week of employment.

- For unpaid FMLA leave, for a proportionate part of the full salary for time actually taken.

Effect of Improper Deductions from Salary

It is the duty and responsibility of any employee who feels that his/her pay practices do not comply with the above to contact his/her supervisor or Human Resources regarding the discrepancy. Human Resources will ensure that the situation is corrected and that any deductions found to be improper are reimbursed.

VARIABLE WORK SCHEDULES

Management, with appropriate notification, may modify an employee's work schedule when it is necessary to meet work requirements.

Advance management approval is required when an employee wishes to change work schedules.

Generally, an employee will be restricted to one schedule for a period of at least six months.

Management may require an employee to convert to another schedule if an employee is found to be abusing the privilege of a variable work schedule working a 35 hour work week.

SAMPLE VARIABLE WORK SCHEDULES (excludes unpaid meal periods)

- Five (5) days per week; seven (7) hours per day, for five (5) days
- Four (4) days per week; eight and $\frac{3}{4}$ (8.75) hours per day, for four (4) days
- Four (4) days per week; eight (8) hours per day for four (4) days , three (3) hours on fifth day

JOB DESCRIPTIONS

The duties and responsibilities of each position shall be described in appropriate detail so that employees are informed of their specific job requirements. Job performance standards and/or qualifications may be included where appropriate. The CEO will submit proposed job descriptions and performance standards for new positions to the Human Resources Committee for approval and implementation.

HUMAN RESOURCE FILES

CFLR maintains a human resource file for each employee. The human resource file includes such information as the employee's job application, resume, continuing education records, documentation of performance appraisals and salary increases, and other employment related materials.

Human resource files are the property of CFLR, and access is restricted. Generally, only supervisors and management personnel who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the CEO. With reasonable advance notice, employees may review their own human resource files in private in CFLR's conference room.

TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Federal and state laws require CFLR to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Altering, falsifying, tampering with employee time records or recording time on behalf of another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time records to certify the accuracy of all time recorded. The CEO or designee will review and sign the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the CEO or designee must verify the accuracy of the changes by initialing the time record.

PAYDAYS

All employees are paid semi - monthly. Pay dates are the 15th and 30th of each month. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off, such as a Saturday, Sunday or holiday, employees will be paid on the first day of work following the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation, unless arrangements have been made to mail the paycheck to the employee.

EMPLOYMENT ORIENTATION PERIOD

All new employees of CFLR will be subject to an orientation period.

The CEO or supervisor may conduct performance reviews of all staff members throughout the probationary period. If the performance of the staff member is found at any time to be unsatisfactory, the employment of the staff member may be terminated or the orientation period may be extended by the CEO. Upon the completion of three months of employment, the CEO shall review the performance of the staff member and make a determination whether the performance is satisfactory. If it is satisfactory, the orientation period shall end and a written notice to that effect shall be placed in the staff member's personnel file. If it is unsatisfactory, the CEO may terminate the services of the staff member or, in his/her discretion, extend the orientation period.

ABSENCE OR TARDINESS

Excessive tardiness and/or absence may result in disciplinary action, up to and including termination of employment.

In the event of unscheduled tardiness or absence, the Direct Supervisor must be notified within 30 minutes of the regularly scheduled start time.

ANNUAL PERFORMANCE EVALUATION

Each staff member will be objectively evaluated by their supervisor within the first three months of employment and, at a minimum, annually thereafter. All performance evaluations will be in writing.

Each employee will meet with their supervisor to discuss the evaluation, sign the evaluation and be given the option of providing written comments in response to the evaluation within one week of such meeting.

All employee evaluations, and any responses, will be reviewed by the CEO, or designee, and at the CEO's discretion will be reviewed with the employee. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal day to day basis.

COMPENSATION

Salaries at CFLR are based on experience in the particular area of employment, job related qualifications, and available funding. Salary increases are largely determined by funding sources and shall be set and approved by the Board of Directors annually, based on the fiscal status of CFLR as well as achievement of set annual performance goals.

EMPLOYEE CONDUCT AND WORK RULES

EMPLOYEE CONDUCT

To ensure orderly operations and provide the best possible work environment, CFLR expects employees to follow rules of conduct that will protect the interest and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

1. Theft or inappropriate removal or possession of agency or others property
2. Falsification of time keeping records or employee's application papers
3. Working under the influence of alcohol or illegal drugs
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace.
5. Fighting or threatening violence in the workplace
6. Boisterous or disruptive activity in the workplace
7. Insubordination or other disrespectful conduct
8. Violation of safety or health rules
9. Sexual or other unlawful or unwelcome harassment
10. Possession of dangerous or unauthorized material, such as firearms or explosives in the workplace
11. Unauthorized absence from work station during the work day
12. Unauthorized use of telephone or mail system
13. Unauthorized disclosure of confidential information
14. Violation of personnel policies
15. Habitual tardiness or unauthorized or excessive absences.
16. Unsatisfactory performance or conduct

17. Unlawful conduct: Violation of or refusal to comply with pertinent laws and regulations when such conduct impairs the efficiency of service or brings the CFLR into public disrepute.
18. Improper use of official position or authority for personal profit or advantage
19. Failure to adequately carry out assigned duties and responsibilities.

Dismissal, demotion, or suspension of an employee may be made for any cause including, but not limited to, those listed above.

SEXUAL AND OTHER UNLAWFUL HARASSMENT

CFLR is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to the CEO and/or the Personnel Committee of the Board of Directors. Employees can raise concerns and make reports without fear of reprisal.

Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image CFLR presents to the community.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. No jeans, sneakers or leggings are to be worn unless special circumstances warrant casual attire. Fridays traditionally warrant casual dress.

PERSONAL ATTIRE

This guideline defines the business attire standards necessary to reflect the Company's desired professional public image while also recognizing the need to maintain the employee's health, safety and comfort within the work environment. CFLR will provide reasonable accommodations to employees whose religious affiliation or disabling condition requires an exception to this policy.

GUIDELINES

Each employee's personal appearance should be appropriate to the business- work situation. Employees are expected at all times to present a professional businesslike image to clients, prospects, vendors, business/community partners and the general public. Acceptable personal appearance is an ongoing requirement of employment with CFLR and radical departures from appearance standards are unacceptable. These guidelines may be tailored to meet local community standards as determined by the regional leadership. Adherence to the following guidelines, unless modified by the regional leadership, will help ensure the proper balance between business image and employee health, safety, and comfort is maintained;

MEN:

- Blazers, suits, or sport coats (optional)
- Dress slacks
- Ties (optional)
- Dress shirts with buttons and collars

- Dress shoes

WOMEN:

- Dresses (appropriate sleeveless dresses are acceptable in summer months)
- Skirts
- Dress Capris
- Dress Slacks
- Blouses
- Dress Shoes
- Dress Sandals
- Sweaters
- Nylons or Stocking (optional in summer months)

Appropriate Casual Business Attire

MEN:

- Slacks, Chinos or Dockers
- Polo shirts with collars
- Oxford button-down shirts
- Sweaters and cardigans
- Loafers

WOMEN:

- Slacks
- Polo shirts
- Loafers/sandals
- Sweaters

Unacceptable Attire

- Plain or pocket T-shirts
- Cutoffs
- T-shirts with logos
- Athletic wear
- Thongs of any kind
- Blue denim jeans
- Spandex or Lycra such as biker shorts
- Tennis shoes
- Tank tops, tube tops, halter tops with spaghetti straps
- Deck shoes
- Underwear as outerwear
- Beach wear
- Midriff length tops
- Provocative attire
- Off-the-shoulder tops
- Workout clothes or shoes
- Evening wear

Enforcement

Program supervisors are responsible for monitoring and enforcing this policy. The policy will be administered according to the following action steps:

1. If questionable attire is worn in the office, the respective department supervisor/manager will hold a personal, private discussion with the employee to advise and counsel the employee regarding the inappropriateness of the attire.
2. If an obvious policy violation occurs, the program supervisor will hold a private discussion with the employee and ask the employee to go home and change his/her attire immediately.
3. Repeated policy violations will result in disciplinary action, up to and including termination.

Distribution

All employees will be provided with a copy of this policy.

Review and Revision

CFLR reserves the right to rescind and/or amend this and all policies, at any time

SOLICITATIONS

Soliciting memberships, subscriptions, distributing literature, circulating petitions, collecting dues and assessments, and all such similar activities during work time is prohibited.

SMOKING POLICY

For reasons of fire safety, improvement in our work environment and compliance with applicable laws, smoking by employees of CFLR is allowed ONLY in designated smoking areas outside the facilities. All CFLR facilities are smoke free.

DRUG AND ALCOHOL USE BY EMPLOYEES

As professionals and as representatives of CFLR charged with education and treatment to the community about appropriate attitudes regarding alcohol and other drug use, CFLR employees are required to maintain ethical and behavioral standards at all times.

Abstinence from alcohol is not a requirement of the staff; however, it is expected that staff will demonstrate appropriate and professional and ethical and legal conduct regarding use of alcohol and other drugs particularly with regard to public forums.

If it is demonstrated that any member of the staff has conducted themselves in an unethical or unprofessional manner regarding alcohol or other drug use, they may be asked to participate in a chemical dependency evaluation at another site. Refusal may be grounds for termination.

Counselors/educators will be prohibited from providing direct services while undergoing treatment evaluation. If a diagnosis of active chemical dependency is made, then the staff person would either

resign, be granted medical leave or be discharged until successful completion of a treatment program. Employees may be reinstated upon successful completion of the treatment program.

FIREARMS POLICY

Possession of firearms or other weapons is not permitted at any of our facilities.

BENEFITS

ELIGIBILITY

Full time employees of CFLR are eligible for benefits. Any part time employees who are regularly scheduled for more than 21 hours per week or more are eligible for benefits on a pro rata basis. Staff members working under a contract of an agency outside CFLR are only eligible for the benefits stated in the contract.

CHANGE OF STATUS

If you have a Qualifying Change in Status (QCS) event including, but not limited to, birth, adoption or death of a dependent; divorce, legal separation or annulment; or loss of coverage due to spouse's employment termination, you must report the change to Human Resources within 31 days after the QCS to initiate the enrollment change process. The change will be effective on the date of the QCS event or the date you become eligible for coverage, if this is later and will stay in effect for the remainder of the current calendar year or as long as you remain eligible. Any covered dependent must meet the dependent eligibility requirements. If you do not complete the enrollment change process by the required deadline, you must wait until the next annual open enrollment period to request changes in benefits coverage, which includes the addition of any newly eligible dependents, and your changes will not take effect until the plan year following such open enrollment period. Coverage changes must be appropriate and consistent with the QCS. For certain events involving a change in marital, family or employment status, only certain limited changes may be permitted. Change of address must be submitted to Human Resources within two weeks of moving.

HOLIDAYS

The following paid Holidays* will be observed:

New Year's Day	Floating Holiday
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	½ Day New Year's Eve

*A holiday which falls on a Saturday will be observed on the preceding Friday and a holiday which falls on a Sunday will be observed on the following Monday.

* Floating holiday must be used within the same calendar year.

VACATION

Policy

On the 1st pay period of the new payroll year, CFLR provides regularly scheduled full-time and part time employees working over 21 hours, with paid vacation time determined by the number of hours the employee is regularly scheduled to work each week times the number of weeks of eligibility. Employees on a Leave of Absence (LOA) must be at work at least one day in the new payroll year, to be eligible to receive their vacation eligibility for the new year.

Guidelines

In the first year of employment employees receive vacation on a pro-rated schedule based on their month of employment. New hires may use vacation only after six(6) months from hire date. All employees must request vacation time off at least two weeks in advance and receive supervisor approval. Should an employee give notice or leave employment before their sixth month anniversary no vacation time is earned.

6 months – 3 years completed employment	10 days
4 years – 8 years of completed employment	15 days
9 years – 17 years of completed employment	20 days
18 years and up of completed employment	25 days

Part time, more than 21 hours per week employees, will receive pro-rated vacation benefits. Part time employees working 21 hours or less per week will not be eligible for vacation benefits.

Vacation

- Renews for all eligible employees and is available on the 1st, payroll of the new payroll year.
- Must be requested in advance and approved by the immediate supervisor.
- Non-exempt staff may use vacation in week, day or 15 min. increments.
- Exempt staff may use vacation in week, day or 15 minute increments
- Is paid at the employee's current base/hourly salary rate, may not exceed the employee's scheduled hours for the day.

Vacation At Termination

Employees who resign and give notice of ten working days (non-exempt) and/or 20 working days (exempt) will receive a pro-rated payout of their current year's unused vacation time as of their last day worked. Any days taken over your current year's pro-rated allowance will be deducted from your vacation bank at termination prior to payout. With proper notice the remaining (after pro-ration) vacation bank balance will be paid out. **If an employee does not complete the required notice period the entire vacation bank is forfeited.**

Employees who are terminated under the following are not eligible for vacation pay;

- For cause
- As a voluntary resignation without proper notice, or
- Before six months of employment

Up to 3 days of vacation may be carried over to the next year with the permission of the CEO with the understanding the time will be used by May 1st of the year. An employee's unused time will be reported on CFLR's portal at the end of the year and it is the responsibility of the employee to obtain permission for carryover.

PERSONAL DAYS

Full time employees are granted up to 3 days per year. If employee is on payroll Jan. 1st - 3 days will be granted, April 1st - 2 days, July 1st - 1 day, Oct. 1st - Dec. 31st - 0 days.

Part time employee working more than 21 hours per week personal leave is pro-rated by % of time worked. An employee working more than 21 hours and on payroll Jan. 1st - 12 hours will be granted personal leave, April 1st - 8 hours, July 1st - 4 hours, Oct. 1st - Dec. 31st - 0 hours will be granted.

Personal days are to be used to conduct personal business, and are not to be used to extend vacation or holiday time. Personal days are not earned during an employee's unpaid leave of absence. In addition Personal days must be used in the course of the year and cannot be carried over or converted to sick time.

PERSONAL SICK TIME (PST)

Current Active employees on the first payroll of the new year will be eligible for 12 PST days based on the employee's regularly scheduled hours. Employees can use PST for their own personal illness, injury, or medical appointment or that of an immediate family member (spouse or domestic partner, children, domestic partner's children, parents parents-in-law, siblings) or any other individual residing in the same household or for whom the employee has legal guardianship. In addition, employees may use PST to cover the first five workdays of their approved disability and if an employee is approved for intermittent FMLA he/she must use all PST days available.

PST can be accumulated to a maximum of 90 days. PST with pay is not granted until after the first 3 months of employment. Part time employees working more than 21 hours per week earn sick leave on a pro-rated basis. Medical excuse is required after absence of five consecutive working days.

Accumulated sick leave is not reimbursed to the employee at termination.

Sick time may not be used to extend vacation or holiday time. An employee who has a pattern of sick leave use associated with vacation or holiday time will be requested to bring a medical excuse.

Sick leave days are not earned during periods of an employee's unpaid leaves of absence.

Employees are insured in New York State for non-occupational disability benefits. An off-the-job injury or illness is covered under this insurance and benefits are payable, after a waiting period of seven days, for up to 26 consecutive weeks of disability.

SICK TIME BANK

Purpose: the aim of the Sick Time Bank (STB) is to assist its members through periods of severe financial crisis due to prolonged illness of members when their own sick leave, compensatory or other creditable time has been exhausted.

Rules:

1. To join, applicant must donate two (2) sick time days at the time of initial formation of the STB or upon joining, followed by the donation of one (1) sick time day in January of each year.
2. Other than upon the initial formation of the STB, employees may only make application to join during the month of December each year. No employee is considered a member of the STB until two (2) days of sick leave have been donated to the STB.
3. Requests for days from the STB may only be granted after all possible days off are exhausted; i.e., sick time days, vacation, compensatory time, personal time, etc.
4. Applications for STB credits must be made at least ten (10) days prior to the employees accumulated time expiring.
5. All requests must be accompanied by a doctor's statement.
6. The maximum usage for crisis assistance will be based upon the length of service with the agency at the time of the request, in accordance with the following schedule:

First year	15 days
Second year	20 days
Third year	25 days
Forth year on	30 days

7. Each request for withdrawal will be reviewed on an individual basis by the STB Committee, which shall have the right to inspect the employee's work attendance records and previous use of time credits before a decision is made. The purpose of the STB is not to offer additional time off with pay, unless warranted and all employees are advised to use their sick time prudently. If abuse is noted, the STB Committee shall have the right to approve or deny applications for withdrawal and their decision will be final.
8. At such time that the member returns to work or that the physician has stated that the individual is capable of resuming the duties of his/her position, any unused days will be returned to the Bank.
9. Use of the STB is for the use of the member who is ill.
10. If a member withdraws from the STB, his/her days donated to that point shall remain in the STB and not be given back to the employee.
11. Any balance in the STB remaining on December 31 of each year shall be carried over to the STB for the following year.
12. A committee consisting of one (1) employee chosen by the staff each December, the CEO and the Human Resources Director shall comprise the STB Committee. The decision of the Sick Bank Committee is the discretion of the Committee and is final.

MILITARY LEAVE

An employee called to active military service will be granted leave without pay for the entire time of service as required by law.

BEREAVEMENT LEAVE

CFLR recognizes the emotional impact of a death in the family, as well as the necessity for making arrangements, travel time, etc. It also acknowledges that time necessary for bereavement leave will vary among employees, depending upon circumstances and individual need.

Special leave with pay of up to three (3) days may be granted to an employee in the event of death of immediate family member.

IMMEDIATE FAMILY DEFINITION

The term "immediate family" for purposes of this policy refers to spouses, domestic partners, parents, guardian, step-parents, foster-parents, grand-parents, great grandparents, step-grandparents, children, step-children, grandchildren, step-grandchildren, sisters, step-sisters, brothers step-brothers, foster son, foster daughter, parents-in-law, sons/daughters-in-law, brothers/sisters- in-law, or family members residing in the same household. Or any relative who was a permanent resident of the employee's household at the time of death.

In addition, the CEO may grant, in writing and at their discretion, additional bereavement time for up to three (3) days.

LEAVE OF ABSENCE

All requests for leave of absence shall state in writing the specific reason for the leave and proposed length of absence. Approval is granted by the CEO based on workload and financial considerations.

An employee on leave of absence will not accrue benefits. An employee with less than twelve months of service is not eligible

Family and Medical Leave: CFLR will abide by the Family and Medical Leave Act, which would enable an eligible employee up to 12 weeks unpaid leave.

The CEO may grant a leave of absence without pay to an employee after one year of continuous employment for a period not to exceed six (6) months. For leaves of absence exceeding twelve (12) weeks, the CEO cannot guarantee the employee that his/her previous position will be available upon return. Individuals not returning at the expiration of leave will be considered as having forfeited the right to continued employment, unless prior written arrangements have been made and approval granted by CFLR.

NYS DISABILITY COVERAGE

CFLR provides disability coverage to employees under the statutory provisions of New York State law. As part of its obligations under New York State and Federal Law, CFLR provides insurance for employees who are unable to work because of off the job disability or sickness for up to 26 weeks.

WORKERS COMPENSATION BENEFITS

CFLR provides a comprehensive workers compensation insurance program at no cost to employees. This program covers any injury or job related illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform Human Resources immediately. No matter how minor an on- the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither CFLR nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by CFLR.

UNEMPLOYMENT INSURANCE BENEFITS

Employees are protected by New York State Unemployment Insurance Laws. Upon termination of employment, the employee may be eligible for New York State Unemployment Benefits.

SOCIAL SECURITY

CFLR matches the employee contribution to this fund dollar for dollar. With these contributions made by you and CFLR, you are entitled to disability benefits, a lump sum payment to your beneficiary in the event of your death, and monthly income and Medicare benefits upon your retirement. Benefit levels vary with your history of earnings and changing rules.

RETIREMENT

CFLR currently offers a 401K plan whereby the employee can make contributions and the agency will make contributions as are consistent with its fiscal policy for that year. Employees are eligible for the plan the first of the month after hire date. For the first year this is an employee contribution only and you will not be eligible for any contributions made by the agency until after completing one year of employment

EMPLOYEE ASSISTANCE PROGRAM FOR EMPLOYEES OF CFLR

CFLR will pay for up to three visits to a licensed practitioner for any employee who is experiencing a personal problem which is interfering with their sense of well being or their job performance.

If you think that you will be in a counseling setting for more than three sessions, we suggest you choose someone who accepts our health insurance for ongoing coverage.

HEALTH INSURANCE

CFLR provides Health Insurance coverage to eligible employees. CFLR contributes to the individual cost at a rate of 47% of the current year's monthly premium. Family coverage is available to employees at an additional expense. Part-time employees working more than 21 hours per week will be eligible to receive pro-rated health coverage with the employee contributing the difference in cost through payroll deduction. Part time employees working 21 hours or less per week are not eligible for health coverage. CFLR may, in its discretion, change the requirements and terms of its health insurance plan.

OTHER AVAILABLE BENEFITS

There are other elective benefits available through the Agency, which is paid for by the employee, not the Agency. Please contact Human Resources to obtain a more detailed list of the benefits.

LIFE INSURANCE

CFLR will provide term life insurance to all full time employees working at least 35 hours per week. The amount of group life insurance is one times the yearly regular compensation of the employee. This benefit will be offered after one year of service at no cost to the employee.

LONG TERM DISABILITY COVERAGE

CFLR will provide long term disability coverage to full time, 35 hour a week employees, at no cost to the employee. Eligibility begins on the first of the month following twelve months of full time employment.

PROFESSIONAL DEVELOPMENT

CFLR recognizes that professionals in this field need to keep skills and knowledge current and up to date. Every opportunity will be given to each employee to develop his or her professional skills.

All employees are expected to secure the necessary training required to keep their certificates current.

Approval to attend all training and conferences will be at the discretion of the CEO.

Consideration will be given based upon financial viability and the relevance of the training to the staff person's immediate job responsibilities.

If a person attends training or a conference that CFLR has paid for, and leaves employment (by their choice) within three months of conference, the cost of the training/conference will be deducted from termination pay.

TRAVEL REIMBURSEMENT

Employees who wish to attend any training, convention, conference or seminar must submit a written request to their immediate supervisor with a copy to the CEO.

All business/training travel must be approved by the CEO. Employees whose travel plans have been approved are responsible for making their own travel arrangements. When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business/training travel objectives will be reimbursed by the CFLR as follows:

1. Privately Owned Vehicle Mileage Reimbursement: Mileage reimbursement is based on \$.40 per mile and calculated upon an official table of distance to and from the city of departure. Employees who travel locally during the course of performing their job duties will be reimbursed at the IRS rate or the rate approved in their appointed contract.
2. Allowable Reimbursements: CFLR shall reimburse the employee with receipts for the following allowable items: tolls, parking and other ground transportation.
3. Lodging: CFLR will pay for reasonable overnight lodging expenses for personnel required to travel on CFLR business.

USE OF EQUIPMENT

Equipment is essential to accomplish our job duties and is expensive and difficult to replace. When using CFLR property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, including computers, internet, or telephones, that appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Office equipment, telephones, fax machine, computers, copiers and other equipment items are strictly for business use only. Personal use of office supplies and/or equipment is not permitted. All files stored in the office or on the computer are the property of CFLR. Personal use of telephones for long-distance and toll calls is not permitted. Employees should practice discretion in using company telephones when making local personal calls and may be required to reimburse CFLR for any charges resulting from their personal use of the telephone. The use of CFLR postage for personal correspondence is not permitted. Personal cell phone use is permitted on an emergency basis. Cell phones are a distraction in the workplace, employees are asked to turn off ring tone while in the office and cell phones should be put away.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

RECEIPT OF POLICIES AND PROCEDURES

I have received a copy of the Policies and Procedures of CFLR including appendices. I agree to abide by the policies and procedures contained therein. I understand that the policies and benefits explained in the manual may be updated, modified or deleted at any time.

I also understand that neither this manual nor any other communication by a management representative is intended to, in any way, create a contract of employment or to limit the CFLR's discretion to discipline or terminate employment. However, I do recognize that all members of management are dedicated to ensuring that all policies and practices are administered fairly, and that they are available to answer questions as necessary.

Date: _____

Print Name: _____

Signature: _____

APPENDIX 1

CONFIDENTIALITY FORM

The Center for Family Life and Recovery, Inc. strictly adheres to a policy of confidentiality. Clients have the right to protection of personal information and their relationship with CFLR. All staff, volunteers, students are governed by this policy.

CFLR's policy and procedures are as follows:

1. The release of confidential information is governed by Federal Regulation and re-disclosure will be done so only under the mandates of regulations. HIV related information would be released only under the mandates of NYS law.
2. The client will be used, as the primary source of information about him/herself and information sought should be limited to that which is essential for service.
3. Any information released to another source can be done only with the written permission of the client.
4. Written consents for release of information are valid for a maximum of six months and must be specific to source and type of information released.
5. Records are not to be left out in view at any time.
6. Records not in use are to be kept in a locked file cabinet.
7. CFLR staff are required to know the NY State mandates for reporting suspected cases of child abuse and when to act accordingly.
8. Disciplinary action may be taken by the CEO for violations of this policy, up to and including termination.
9. Program and agency information may not be given to another person or agency without permission of the CEO.

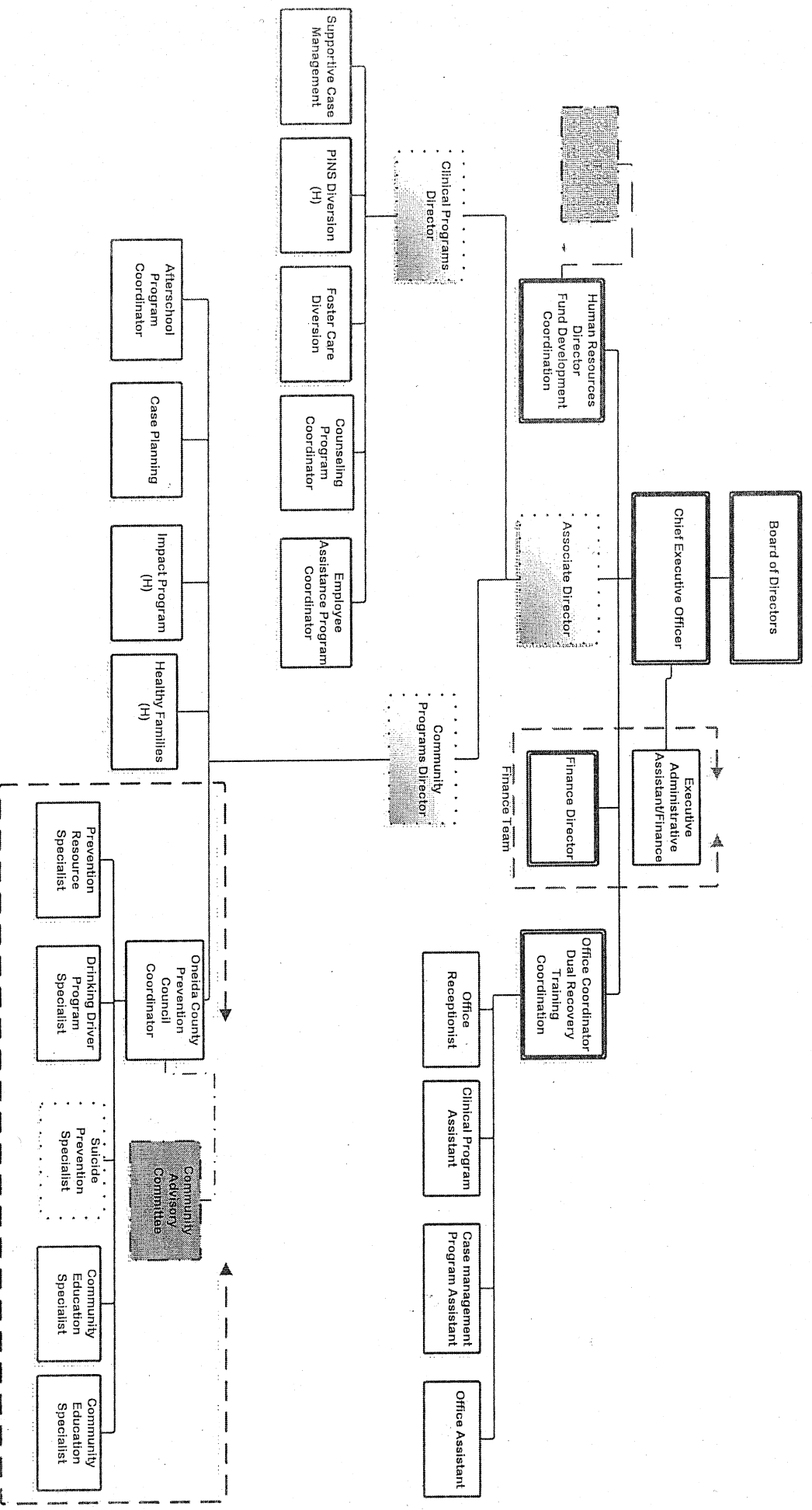
I have read and understand the Confidentiality Policy of the Center for Family Life and Recovery, Inc.

Signature

Date

Appendix K: Organizational Chart

Attach a copy of the Contractor's Organizational Chart.
Resubmit only when revised or updated.



Oneida County Prevention Council

Appendix L: Service Utilization

USING THE TEMPLATE PROVIDED (SEE ATTACHED), PLEASE SUBMIT THE FOLLOWING PROGRAM-SPECIFIC INFORMATION:

- TOTAL ANNUAL (SPECIFY YEAR) UNITS OF SERVICE FOR EACH CONTRACT PROGRAM. REMEMBER TO CLEARLY DEFINE WHAT YOU MEAN BY A “UNIT OF SERVICE”.
- UNDUPLICATED COUNT OF TOTAL NUMBER OF PERSONS SERVED ANNUALLY (SPECIFY YEAR) IN EACH CONTRACT PROGRAM.
- OF THOSE PERSONS SERVED, ANNUAL (SPECIFY YEAR) COST PER PERSON IN EACH CONTRACT PROGRAM. PLEASE SPECIFY IF THIS COST IS A GROSS, NET OR AVERAGE CALCULATION.

ADDITIONALLY, YOU ARE EXPECTED TO REPORT THE ABOVE DATA TO OCDMH ON A YEAR-TO-DATE (YTD) BASIS AT LEAST QUARTERLY.

RESPONSIBLE STAFF SHOULD BE IDENTIFIED AND A PHONE NO. PROVIDED.

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - Center for Family Life and Recovery (CFRLR)

CONTRACT YEAR X 2011 2012 2013

CONTRACT PERIOD X Q1 Q2 Q3 Q4 Annual

SERVICE UTILIZATION

<u>SERVICE/ PROGRAM</u>	<u>SERVICE/ PROGRAM CODE</u>	<u>TOTAL NO. OF PERSONS SERVED (UNDUPLICATED)</u>	<u>TOTAL NO. OF SERVICE UNITS</u>	<u>DEFINITION OF SERVICE UNIT</u>	<u>COST PER PERSON SERVED</u>	<u>COMMENTS</u>
Information & Referral	5550 (00)	1279	124 Phone Calls; 1155 Website Hits	Incoming phone calls, website hits	5.00 (average)	CFRLR strives to increase community utilization of services, promoting both the website and phone number providing increased community awareness.
Outreach & Media	5550 (00)	580,075 (based on information from radio, television, newspapers, social media outlets and email distribution lists)	13 Media Mentions (two television, one radio, six print newspapers, one online newspaper, one other media), three email bulletins	Agency and program mentions in local media (television, radio, print), email bulletins and newsletters.	0	The newly created CFRLR seeks to become more visible within the community utilizing local media to create understanding of the new agency's programs and services.
Evidence Based Programs	5550 (00)	362	Four cycles completed, 10 cycles began, and 115 classes held	Number of completed and current programs and sessions	8.00 - 10.00 (average)	CFRLR's Oneida County Prevention Council continues to expand and offer programs in more locations and settings.
Non-model programs	5550 (00)	0	0	Number of completed and current programs and sessions	6.00 - 7.00 (average)	CFRLR's Oneida County Prevention Council has been using a "Leader of the Pack" tobacco prevention program since tobacco is the leading cause of preventable death in the United States.
Mohawk Valley Community College	5550 (00)	396	10 activities	Education sessions and planning meetings	7.00 (average)	CFRLR's Oneida County Prevention Council continues to work with MVCC to educate students about alcohol and other drugs and provide assistance creating environmental changes.

Speaking Engagements	5550 (00)	392	5 events	Education sessions	5.00 - 6.00 (average)	CFLR's Oneida County Prevention Council educates the community about alcohol and other drugs.
Drug Quiz Show	5550 (00)	100	1 event	Drug Quiz Show event March 18, 2011	7.00 (average)	CFLR's Oneida County Prevention Council works with schools to engage students in this fun and educational program.
Underage Drinking	5550 (00)	0	0	Collaboration meetings and educational events	5.00 - 6.00 (average)	CFLR's Oneida County Prevention Council continues working on preventing underage drinking within the community.
Health Fairs	5550 (00)	80	1 event	Health Fairs	5.00 - 6.00 (average)	CFLR attends community events.
Coalitions & Community Partnership Building Meetings	5550 (00)	131	29 meetings	Meetings & Conference Calls	5.00 - 6.00 (average)	CFLR's Oneida County Prevention Council remains committed to building partnerships within the community to achieve goals.
Dual Recovery Training	5550 (00)	172	2 trainings	Training Programs	Varies	Training Coalition is focusing on implementation of Evidence Based Practices in enhancing professional talent in the community. The cost and time commitment increases with this practice.
Self-Help Sex Offender Treatment Program (SOTP)	2770 (00)	52	607.5	1 hour of assessment, individual, family and/or group therapy	233.53	

Appendix M: Performance Measurement

PLEASE INCLUDE YOUR PERFORMANCE MEASUREMENT PLAN SPECIFIC TO THE PROGRAMS AND SERVICES OUTLINED IN THIS CONTRACT. IT SHOULD CONTAIN ANY RELEVANT PERFORMANCE MEASUREMENT ACTIVITIES, INCLUDING ANY INDICATORS (INPUT/PROCESS/OUTPUT/ OUTCOME) DEVELOPED OR EXPECTED TO BE DEVELOPED DURING THE TERM OF THE CONTRACT AND ANY DATA COLLECTION METHODS USED.

USING THE TEMPLATE PROVIDED (SEE ATTACHED), YOU ARE EXPECTED TO SUBMIT TO OCDMH A QUARTERLY PERFORMANCE MEASUREMENT REPORT SHOWING THE RESULTS OF ANY INDICATORS/MEASURES IN PLACE DURING THE PRECEDING THREE-MONTH PERIOD. A CUMULATIVE ANNUAL PERFORMANCE MEASUREMENT REPORT SHOULD ALSO BE PROVIDED.

AGENCY STAFF RESPONSIBLE FOR THIS TASK SHOULD BE IDENTIFIED BY NAME AND PHONE NO.

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - Center for Family Life and Recovery (CFLR)

CONTRACT YEAR X 2011 2012 2013

CONTRACT PERIOD X Q1 Q2 Q3 Q4 Annual

PERFORMANCE MEASUREMENT

<u>SERVICE/ PROGRAM</u>	<u>DOMAIN</u> ACCEPTABILITY ACCESSIBILITY APPROPRIATENESS COMPETENCE CONTINUITY EFFECTIVENESS EFFICIENCY SAFETY	<u>INDICATOR/ MEASURE</u>	<u>QUARTERLY/ ANNUAL RESULTS</u>	<u>TYPE</u> INPUT PROCESS OUTPUT OUTCOME	<u>PRIORITY</u> HIGH MEDIUM LOW	<u>BENCHMARK</u>	<u>DATA COLLECTION SOURCE(S)</u>	<u>TITLE(S) OF RESPONSIBLE STAFF</u>
Information & Referral	Safety	1) CFLR will increase information/ referral and website services provided in 2011 by 200 people. 2) CFLR will complete a community satisfaction survey using Survey Monkey to 500 community members in order to set future satisfaction goals.	In this 1st Quarter, 1) CFLR's goal of 25% (947 persons) has been exceeded (1155 this Quarter). 2) Community satisfaction survey not yet implemented.	Output	High	1) CFLR will be at 25% of the total goal by the end of 1st Quarter, and will increase by 25% at the end of each Quarter. 2) CFLR will have 50% of surveys completed by 3rd Quarter and an additional 50% completed in the 4th Quarter. 3) A 2012 satisfaction goal will be completed in the 4th Quarter from the survey results.	Calls recorded by staff, website hits recorded using software. Increases will be measured against 2010 Mohawk Valley Council on Alcoholism/Addictions data collected.	Samantha McCarthy [Oneida County Prevention Council Program Coordinator], CFLR staff

<p>Outreach & Media</p>	<p>Safety</p>	<p>1) CFLR and it's Oneida County Prevention Council (OCPC) will become more visible in the community by creating an agency newsletter and informational email bulletins on current drug trends to be viewed by 230 people by the end of the 4th Quarter. 2) CFLR will increase visibility through local media and submit press releases/ articles for every event as well as inviting media to attend in order to increase media mentions and be featured 20 times in 2011. 3) CFLR's OCPC will increase its reach to the public using a social networking site.</p>	<p>In this 1st Quarter, 1) CFLR released two email bulletins on current drug trends. 2) CFLR submitted seven press releases/articles to local media. CFLR's goal of being mentioned five times per Quarter was exceeded as the agency was featured 11 times this Quarter on radio, television, print newspaper, and online. 3) Social networking site not yet completed.</p>	<p>Output</p>	<p>High</p>	<p>1) Newsletter and email bulletin will be at 25% of its goal at the end of 2nd Quarter and will increase by 25% each following Quarter. 2) increase media mentions and be mentioned 5 times Quarterly. 3) Social Networking page will have 50 fans by the end of the 4th Quarter.</p>	<p>Newsetter and email bulletin monitored through an email list of recipients. Media mentions monitored by all staff and collected when possible.</p>	<p>Samantha McCarthy [Oneida County Prevention Council Program Coordinator], CFLR staff</p>
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Evidence Based Programs	Safety	<p>1) CFLR's Oneida County Prevention Council (OCPC) will remain with at least 11% Evidence Based Practices in 2011 [as required by OASAS].</p> <p>2) Life Skills Training Program - OCPC will complete 7 programs cycles in 2011. 3) OCPC seeks to increase in-school programming of Life Skills Training in 2011 to include 2 new schools. 4) OCPC seeks to increase in-school programming of the Second Step Program in 2011 to include 2 new schools. 5) OCPC will complete 4 Second Step Program cycles in 2011.</p> <p>6) Evidence Based programs will show an increase in students' knowledge from pre to post test in 85% of students and will maintain a high level of client satisfaction for programming.</p>	<p>In this 1st Quarter, 1) According to OASAS, the OCPC ends this Quarter at 69% Evidence Based Practices. 2) OCPC started four cycles of the Life Skills Training Program with one completed. 3) No new schools have started programming this Quarter. 4) The Second Step Program started in two new schools this Quarter (Waterville and Clinton). 5) OCPC has started 10 cycles of the Second Step Program in these two schools and is continuing one session at Hugh R. Jones in Utica.</p> <p>6) Programs show an increase in students' knowledge from pre to post test and maintain a high level of satisfaction in 90% of students.</p>	Output	Medium	<p>1) OCPC will be informed by OASAS of current percent of EBP. 2) In the 1st Quarter, OCPC will complete 3 Life Skills Training programs and 2 programs each in the 3rd and 4th Quarters. 3) OCPC will begin Life Skills Trainings in both new locations by the end of Quarter 3.</p>	Percentage of EBP calculated by OASAS. Pre/Post Testing and monthly reporting by staff.	Samantha McCarthy [Oneida County Prevention Council Program Coordinator], CFLR staff
Non-Model Programs	Safety	<p>1) OCPC will complete 3 non-model programs in 2011 focusing on tobacco and other drug prevention. 2) Non-model programs will show an increase in students' knowledge from pre to post test in 85% of students and will maintain a high level of client satisfaction for programming.</p>	<p>In this 1st Quarter, 1) No non-model programs have been completed.</p>	Output	Low	<p>1) OCPC will complete 100% of non-model programs by the end of the 3rd Quarter. 2) OCPC staff will continually have students complete pre and post tests as well as satisfaction surveys for participants and faculty at event program completed.</p>	Pre and post testing. Satisfaction surveys.	Samantha McCarthy [Oneida County Prevention Council Program Coordinator], CFLR staff

<p>Mohawk Valley Community College</p>	<p>Safety</p>	<p>1) OCPC will complete eight Alcohol Education Class sessions for alcohol policy violators per year. 2) OCPC will show an increase in students' knowledge of alcohol and binge drinking using pre and post testing in 85% of students. 3) OCPC will assist in delivery of two Alcohol Awareness Weeks on campus per year. 4) In 2011, OCPC will reach 3,000 students through presentations and one to one contact. 5) OCPC will maintain a high level of satisfaction for services provided.</p>	<p>In this 1st Quarter, 1) Three Alcohol Education Class sessions have been completed. 2) 100% of students completing both pre and post tests showed an increase in knowledge in one or more areas. 3) OCPC started facilitating planning meetings for the 2nd Quarter Alcohol Awareness week.</p>	<p>Output</p>	<p>High</p>	<p>1) OCPC will complete four Alcohol Education Class sessions by the end of May. 2) OCPC will facilitate completion of pre and post tests and behavioral surveys for each cycle of Alcohol Education Classes. 3) OCPC will facilitate delivery of two Alcohol Awareness Week activities in Quarters 2 and 4. 4) OCPC will provide educational speaking events in all 4 Quarters.</p>	<p>Samantha McCarthy [Oneida County Prevention Council Coordinator], Marion Brenon [Prevention Specialist]</p>
<p>Speaking Engagements</p>	<p>Safety</p>	<p>1) In 2011, OCPC will provide 12 speaking engagements to educate the public about alcohol and other drugs or train on programming and will service 700 persons. 2) OCPC will maintain a high level of satisfaction for services provided.</p>	<p>In this 1st Quarter, 1) Five speaking engagements were provided (including one Second Step Program facilitator training) servicing 392 persons. 2) High levels of satisfaction are continually shown on program evaluations.</p>	<p>Output, Outcome</p>	<p>Medium</p>	<p>1) OCPC will provide six speaking engagements in the first two Quarters and six speaking engagements in the last two Quarters. 2) Staff will continually ask participants to complete satisfaction surveys at each program completed.</p>	<p>Samantha McCarthy [Oneida County Prevention Council Coordinator], Marion Brenon [Prevention Specialist], Jillian Zegarelli [Prevention Specialist]</p>

Drug Quiz Show	Safety	<p>1) At least one new school will be recruited to participate in the 2011 Quiz Show. 2) At least five schools will participate in the 2011 OCPC Quiz Show. 3) OCPC will continue to recruit new schools and expand participation yearly. 4) OCPC will solicit community involvement from outside agencies to assist with program costs. 5) OCPC will maintain a high level of satisfaction for services provided.</p>	<p>1) One new school which did not participate in last year's Quiz Show participated this year (Donovan). 2) Six schools participated in the 2011 Quiz Show. 3) Recruitment continues. 4) OCPC partnered with Oneida County's STOP DWI Program who acted as a lead sponsor for the event and KISS-FM who provided all three Moderators, more than three other community agencies volunteered. 5) High levels of satisfaction were reported from all participants completing evaluations.</p>	Output	Medium	<p>1) OCPC will reach out to at least one school that did not participate in the Oneida County Quiz Show last year. 2) OCPC will have participation of at least five schools in 2011. 3) OCPC will solicit community agency and business contributions to engage more people and save on costs. 4) Staff will ask participants to complete satisfaction surveys.</p>	Registration Sheets, Completion Surveys, Donation Sheets, Program Evaluations	Samantha McCarthy [Oneida County Prevention Council Coordinator], Marion Brenon [Prevention Specialist]
Coalitions and Community Partnership Building Meetings	Safety	<p>1) In 2011, OCPC will be involved with nine community coalitions to foster community level change. 2) OCPC will apply for a Federal Drug Free Communities Grant in partnership with the Oneida County Communities That Care Coalition.</p>	<p>In this 1st Quarter, 1) OCPC maintains involvement with six existing community coalitions. 2) Completed and submitted a Federal Drug Free Communities Grant with the Oneida County Communities That Care Coalition.</p>	Output	High	<p>1) Create a grant for partnership with Oneida County Communities That Care for a Drug Free Communities Grant by the end of the 2nd Quarter.</p>	Meeting Attendance Sheets, Emails	Samantha McCarthy [Oneida County Prevention Council Coordinator], Marion Brenon [Prevention Specialist], Sara Haag [Community Development Specialist]

Self-Help Sex Offender Treatment Program (SOTP)	Safety	<p>1) 85% of participants will not commit further acts of sexual abuse. 2) 60% of participants will acknowledge committing sexual abuse. 3) 75% of participants will demonstrate increased knowledge about sexual abuse and its impact on others. 4) 75% of participants will be able to identify the most significant factors and underlying issues contributing to committing sexual abuse.</p>	<p>In this 1st Quarter, 1) 100% of participants did not commit further acts of sexual abuse. 2) 93% of participants acknowledged committing sexual abuse. 3) 93% of participants demonstrated increased knowledge about sexual abuse and its impact on others. 4) 90% of participants were able to identify the most significant factors and underlying issues contributing to committing sexual abuse. 5) 100% of participants completed an Individualized Relapse Prevention Plan.</p>	Outcome	High	<p>1) 85% of participants will not commit further acts of sexual abuse. 2) 60% of participants will acknowledge committing sexual abuse. 3) 75% of participants will demonstrate increased knowledge about sexual abuse and its impact on others. 4) 75% of participants will be able to identify the most significant factors and underlying issues contributing to committing sexual abuse.</p>	<p>Police, Parole, Probation, DSS Reports; Verbal Discussions; Written Relapse Prevention Plan</p>	<p>Stuart Joseph LCSW-R [Clinical Supervisor], Bonnie Zweifel LMSW [Counselor]</p>
		<p>5) 75% of participants will complete an Individualized Relapse Prevention Plan. 6) 75% of participants will discuss experiences of implementing the Relapse Prevention Plan. 7) 75% of participants will demonstrate an increase in victim empathy and identify at least three ways in which their abuse affected their victim.</p>	<p>5) 100% of participants completed an Individualized Relapse Prevention Plan. 5) 100% of participants discussed experiences of implementing Relapse Prevention Plans. 7) 95% of participants demonstrated an increase in victim empathy and identified at least three ways in which their abuse affected their victim.</p>			<p>5) 75% of participants will complete an Individualized Relapse Prevention Plan. 6) 75% of participants will discuss experiences of implementing the Relapse Prevention Plan. 7) 75% of participants will demonstrate an increase in victim empathy and identify at least three ways in which their abuse affected their victim.</p>		

<p>Advocacy Youth Suicide Prevention</p>	<p>Effectiveness</p>	<p>1) Continue to hand out suicide prevention materials such as yellow ribbon cards affecting 50 persons. 2) Complete a survey of at least 100 people with regard to needs in the community for suicide prevention for all ages. 3) Create partnerships within the community and schools to provide educational programming and raise awareness in at least one school.</p>	<p>Input</p>	<p>High</p>			<p>Cassandra Sheets [CEO], Marion Brenon [Prevention Specialist]</p>
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SUBMITTED BY: Samantha McCarthy, CPP

DATE: April 14, 2011

Appendix N: Miscellaneous/Other

List/attach any additional information considered relevant to this Agreement.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

EARLY INTERVENTION PROGRAM

Phone: (315) 798-5249 Fax: (315) 731-3491

May 12, 2011

Anthony J. Picente Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20 11 - 182

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

Under Section 2541 of Chapter 428 of the laws of 1992, municipalities are to provide payment for evaluations and services rendered to eligible children with disabilities aged 0 through 2 years.

Enclosed please find four (4) copies of an Agreement between Children's Therapy Network and the Oneida County Health Department, Early Intervention Program for the reimbursement of services for the period July 1, 2011 through June 30, 2014

The Health Department will receive reimbursement from Medicaid, third-party insurance and the New York State Department of Health.

We anticipate Children's Therapy Network's annual caseload to be approximately 400 children at an estimated annual payment of \$1,012,466.70

Please contact me if you have any questions or require additional information.

Sincerely,

Gayle D. Jones, PhD, MPH, CHES
Director of Health

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 5/23/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Early Intervention A2970.19512, A2970.495115

NAME AND ADDRESS OF VENDOR: Children's Therapy Network
171 Intrepid Lane
Syracuse, NY 13205

VENDOR CONTACT PERSON: James M. Horn, Managing Member

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with individuals and agencies that are qualified to provide evaluations, service coordination and services according to Public Health law Article 25 Title II-A Subpart 69-4 Early Intervention Program

CLIENT POPULATION SERVED: The Early Intervention Program is a NYSDOH program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities.

The services available to every eligible Early Intervention children are: audiology, speech pathology, physical therapy, occupational therapy, and vision service. Services are provided by qualified professionals through: Home and community-based visits, facility or center-based visits, parent-child group, Family support groups, or group developmental intervention.

PREVIOUS CONTRACT: three (3) YEARS with two 6 month extensions: July 1, 2007 through June 30, 2011

***AVERAGE ANNUAL PAYMENT:** \$866,061

AVERAGE POPULATION SERVED: 338

THIS CONTRACT: three (3) YEARS: July 1, 2011 through June 30, 2014

***ESTIMATED ANNUAL PAYMENT:** \$1,012,466.70

ESTIMATED POPULATION SERVED: 400

_____ **NEW** _____ **X** _____ **RENEWAL** _____ **AMENDMENT**


Contract to Exceed \$50,000.00? Yes _____ **X** _____ No _____

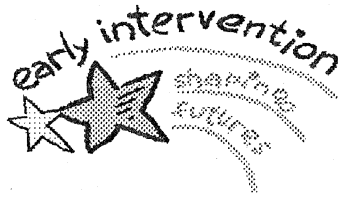
FUNDING SOURCE: Total and/or partial reimbursement is through Medicaid (60.6% /\$613,554.82) and/or third party insurance (8.2% / \$83,022.27). The balance is submitted to NYS Department of Health for 50% reimbursement. Rates are set by New York State Division of Budget. Amount of reimbursement is child specific. Anticipated annual net county cost for this provider is \$167,057.01 (16.5%).

SIGNATURE: Patricia Meyer, Early Intervention Program Supervisor

DATE: March 16, 2011

* - Contract is for three (3) year period.

Reviewed by:	
Brian Miga, Esq.	
Date:	3-29-11



**Municipal Contract
For
The Early Intervention Program
Under Title II-A of Article 25 of the Public Health Law**

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Early Intervention Services Agreement

This Agreement (**Agreement**) is between **Oneida County**, acting through its duly constituted Department of Public Health, located at 185 Genesee St, Utica, New York and **Children's Therapy Network** an individual or sole proprietorship (business/not-for-profit) corporation, partnership or state-operated facility organized under the laws of the State of New York, having its principal place of business, **171 Intrepid Lane, Syracuse, NY, 13205**

The parties hereto desire to make available to the County Early Intervention Services for Children with Special Needs (Early Intervention Services), as defined in Exhibit D, or as applicable, Early Intervention Provider Services (Early Intervention Provider Services), as defined in Exhibit D, collectively hereinafter referred to as Services. Sufficient funding exists in the Oneida County Operating Budget.

Total Cost of Agreement: The Total Cost of the Agreement shall be in accordance with rates set forth in paragraph 1 of Exhibit B and paragraph 21 of Exhibit D.

Term of Agreement: July 1, 2011 through June 30, 2014 unless sooner terminated or extended as provided in Exhibit A of the Agreement.

Terms and Conditions: Shall be as set forth in Exhibits A through J, attached.

In Witness whereof, the parties hereto have executed this agreement as of the latest date written below.

MUNICIPALITY – ONEIDA COUNTY

DATE: _____ BY: _____
ANTHONY J. PICENTE JR.
ONEIDA COUNTY EXECUTIVE

DATE: 4-1-11 BY: _____
APPROVED PROVIDER

Approved as to Form ONLY
ONEIDA COUNTY ATTORNEY

BY: _____
Brian Miga, ESQ.

Exhibit A
General Terms and Conditions

1. Definitions:

The following terms shall have the meaning defined below for the purposes of this agreement.

- a. **Act:** means Title II-A of Article 25 of the New York State Public Health Law (PHL), which covers the Early Intervention Program for Infants and Toddlers with Disabilities and Their Families (Program), and any amendments thereto during the term of this agreement. Terms not defined herein shall have the meanings provided in the Act and Regulations thereunder or, in the absence of definition herein or therein, shall have the meanings designated by the Early Intervention Official (EIO).
- b. **Agency Contractor:** means incorporated entities, sole proprietorships, partnerships, and state-operated facilities approved to provide early intervention services in accordance with Regulations having contracts with the county.
- c. **Agreement:** means the basic contract provisions as set forth in this document, together with appendices attached hereto and incorporated herein.
- d. **Assistive Technology Devices:** means those devices as defined in Regulations.
- e. **Audit:** means an examination and/or verification of financial records or accounts by the county or the NYSDOH or appropriate designee.
- f. **Authorization or Service Authorization:** means written notification from the county which gives the contractor permission to perform and bill for payment from the county for a particular early intervention service (screening and evaluation, service coordination, provider services and assistive technology devices) and the date(s) for which said services are authorized.
- g. **Bill:** means a request to the county for payment for contract services rendered, on a document in a paper or electronic format prescribed by the county, to the county from the contractor.
- h. **Child:** means an "Eligible Child" or a "Referred Child", as appropriate in the context.

- i. **Claim:** means a request for reimbursement to the NYSDOH from the county, for contract services rendered, on a document in a paper or electronic format prescribed by the NYSDOH.
- j. **Commissioner:** means the Commissioner of the New York State Department of Health.
- k. **County:** means the county agency responsible for the administration of the Early Intervention Program within the municipality or the City of New York.
- l. **Days:** means calendar days, unless otherwise specified.
- m. **Early Intervention Official (EIO):** means the appropriately designated municipal official and an appropriate designee of such official who is responsible for the Early Intervention Program within the county.
- n. **Early Intervention Services:** has the same definition as in PHL Section 2541 and the Regulations, except that, for the purposes of this agreement, it may include respite services.
- o. **Early Intervention Provider Services:** means Early Intervention Services other than Service Coordination, Screenings and Evaluations.
- p. **Eligible Child:** has the same definition as in PHL Section 2541 and the Regulations.
- q. **Evaluation:** has the same definition as in PHL Section 2541 and the Regulations.
- r. **Evaluator:** has the same definition as in PHL Section 2541 and the Regulations.
- s. **Individual Contractor:** means individuals who are qualified personnel approved to provide Early Intervention Services in accordance with Regulations having contracts with the county.
- t. **Individualized Family Service Plan (IFSP) or Interim Individualized Family Service Plan:** has the same definition as contained in PHL Sections 2541, 2545 and 2546 and the Regulations.
- u. **Initial Service Coordinator:** means the service coordinator designated by the Early Intervention Official in accordance with the Regulations.
- v. **Medical Assistance Program or Medicaid:** means the program authorized by Title II of Article 5 of the New York State Social Service Law.

- w. **Monitoring:** means a program review conducted by the county or NYSDOH or appropriate designee for the purpose of determining regulatory compliance and areas for quality improvement.
- x. **Multidisciplinary:** means the involvement of two or more professionals from different disciplines who are trained to utilize appropriate methods and procedures, at least one of whom shall be a specialist in the area of the child's suspected delay or disability, to conduct screenings and evaluations to determine eligibility for the Early Intervention Program.
- y. **Natural Environment:** has the same definition as in PHL Section 2541 and the Regulations.
- z. **NYSDOH:** means the New York State Department of Health.
- aa. **NYSED:** means the New York State Education Department.
- bb. **Ongoing Service Coordinator:** means the service coordinator selected by the parent at the IFSP meeting or thereafter and designated in the IFSP or amendments thereto.
- cc. **PHL:** means New York State Public Health Law.
- dd. **Parent:** means the parent of an Eligible or Referred Child or other person authorized to give parental consent under the Act or Regulations on behalf of an Eligible or Referred Child.
- ee. **Program:** means the Early Intervention Program.
- ff. **Provider:** means an Individual or Agency approved by the NYSDOH or NYSED to perform screenings, evaluations, service coordination and/or early intervention services as required under Article 25 of the PHL and may refer either to the contractor, or a third person, as appropriate.
- gg. **Qualified Personnel:** means those individuals who are approved to deliver services to the extent authorized by their licensure, certification or registration as defined in Regulations.
- hh. **Record:** or Early Intervention Program record means any information recorded in any way, maintained by the EIO, designee, or approved evaluator, service provider or service coordinator as contained in Regulations.

- ii. **Referred Child:** means a child thought to be an Eligible Child under PHL Section 2544 who has been referred to the Early Intervention Official as provided by the Act.
- jj. **Regulations:** means the NYSDOH Regulations related to Early Intervention, Subpart 69-4 of Subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules, and Regulations of the State of New York, as the same may be in effect or amended during the term of this agreement.
- kk. **Respite Services:** means respite services to eligible children and their families pursuant to PHL Section 2547 and in accordance with the Regulations.
- ll. **Screening:** means those instruments, procedures, family information and observations, and clinical observations used by an approved evaluator to assess a child's developmental status to indicate what type of evaluation, if any, is warranted.
- mm. **Services:** means, as applicable, the provision of Service Coordination, Screenings and Evaluations, and Early Intervention Provider Services to Eligible Children, Referred Children and families of Eligible Children.
- nn. **Service Coordinator:** means the person defined in PHL Section 2541(16) and Regulations, who is assigned or chosen by the parent to provide Service Coordination and may refer to either the contractor or a third person, as appropriate.
- oo. **Service Coordination:** means the services provided by a Service Coordinator as defined in PHL Section 2541.
- pp. **State:** means the State of New York.
- qq. **Supplemental Evaluation:** means physician or non-physician supplemental evaluations as defined in Regulations.

2. Contractor Responsibilities:

The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement, as more particularly provided in Exhibits A through J. The Contractor agrees to abide by NYSDOH and County written policies and procedures and utilize forms and procedures established by the NYSDOH and County related to work performed in accordance with this Agreement as provided to the Contractor.

3. Inconsistent Provisions:

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit, and over any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing and signed by both parties, except to the extent that provisions of this Exhibit A are specifically referred to and amended or superseded by exhibits or amendments.

4. Term and Termination of Agreement:

a. Term of Agreement:

The Term of this Agreement shall be as set forth on page four of this Agreement; provided, however, that this Agreement shall be deemed terminated immediately upon the Commissioner's revocation of approval for the Contractor to provide the services described herein.

b. Termination for Cause by County:

The County shall have the right to terminate this Agreement, in whole or with respect to any identifiable part of the Program, effective immediately in cases of imminent danger to the health and safety of Eligible Children, Parents and/or staff, or, at its option, effective at a later date specified in the notice of such termination to the Contractor, on the following basis:

- i. if the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement;
- ii. if the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source;
- iii. upon the conviction of an Individual Contractor or principal of an Agency contractor of a criminal offense by any court of competent jurisdiction, or action on License by the NYSDOH or NYSED;
- iv. if an Agency Contractor knowingly fails to act upon the conviction of an employee or employees of a criminal offense or action on license by the NYSDOH or NYSED;
- v. upon failure of the Contractor to cooperate with an audit, programmatic monitoring and/or quality improvement monitoring by the County or NYSDOH or its respective designee;
- vi. upon failure of the Contractor to implement recommendations resulting from monitoring by the County, NYSDOH, or NYSED that are necessary to bring the Contractor into compliance with the Act and Regulations;

vii. if the Contractor engages in any act which constitutes an unacceptable practice under the Medical Assistance Program as enumerated in Title 18 of the New York Code of Rules and Regulations Section 515.2 (a) and (b)(1) through (b)(15).

c. Termination for Convenience by County:

If the County shall deem it in its best interest to terminate this Agreement, it shall have the right to do so upon ninety (90) days prior written notice. The notice shall contain specific reason(s) for such termination.

d. Termination for Convenience by Contractor:

If the Contractor shall deem it in its best interest to terminate this Agreement, it shall have the right to do so upon ninety (90) days prior written notice. Should the Contractor choose to exercise this option, it shall, together with any notice of termination, provide the County with a Plan and Timetable for the orderly transition of Services, and a copy of any proposed notification to Parents, transporters, employees or subcontractors, which shall be issued only by the County. The notice of termination and transition plan shall be submitted to the County and the NYSDOH not less than ninety (90) days prior to the termination of the Agreement.

e. Release/Payment:

The County shall be released from any and all responsibilities and obligations arising from the Agreement, effective as of the date of termination, but the County shall be responsible for payment of all bills for authorized Services provided by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

f. Notices:

All notices regarding termination shall be sent to the parties as provided in paragraph 23, entitled "Notices and Contact Persons," of this Exhibit A. All notices of termination shall contain the specific date on which the Contractor shall cease providing Early Intervention Services.

The County shall notify the NYSDOH immediately when the Agreement is terminated either in whole or in part. When the Agreement is terminated in part, the County shall provide specifics to the NYSDOH regarding the limitations and/or parameters of the partial termination of the Agreement.

g. Re-negotiation and Interim Renewals:

i. Automatic Six (6) Month Renewal and Payment:

In the event a successor agreement is not executed by the parties on or before June 30, 2014 or either party fails to give the other party at least thirty (30) days written notice prior to June 1, 2014 of its intent not to renew this Agreement, then, notwithstanding anything contrary herein, this Agreement shall be extended automatically for a period of six (6) months.

ii. Discretionary Six (6) Month Renewal and Payment:

In the event a new agreement is not executed by the parties on or before December 30, 2014 or either party fails to give the other at least ninety (90) days written notice prior to September 30, 2014 of its intent not to renew this Agreement, then, notwithstanding anything to the contrary herein, this Agreement may be extended for a second period of six (6) months, at the County's option.

In the event the Contractor provides (90) ninety days written notice of its intent not to renew this Agreement, it shall provide the County with a Plan and Timetable for the orderly transition of Services, and a copy of any proposed notification to parents, transporters, employees or subcontractors, which shall be issued only by the County. This Plan and Timetable must be submitted at the time of the (90) ninety-day notice.

h. Temporary Suspension of Provider Enrollment of Children

i. The Contractor shall provide services to the extent allowed by his/her/its capacity to the entire County for which he/she/it has NYSDOH approval and will not exclude services for an Eligible Child due to circumstances such as travel time, neighborhood in which the Eligible Child resides or receives services or other issues unrelated to the Contractor's capacity.

ii. In the event circumstances occur giving the County the right to terminate this Agreement under paragraph 4.b. of this Exhibit A, in lieu of termination, the County may temporarily suspend enrollment or service delivery privileges for a period of not more than six months or until the Contractor comes into compliance with the Act and Regulations. The EIO shall notify the NYSDOH in writing of any suspension, including the reason(s) for suspension and length of time of the suspension. The NYSDOH pursuant to Section 12 of the Public Health Law and/or County may also levy fines of up to \$2,000 per violation of provision of the Act or Regulations. Upon the failure of the Contractor to comply with the Act and Regulations,

the NYSDOH may disqualify the Contractor as an approved provider of Early Intervention Services.

5. Qualifications and Licenses:

a. Qualifications:

The Contractor specifically represents and warrants that, in the case of an Individual provider, he/she has and shall possess, and that, to the extent applicable for Agency providers, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required New York State approvals, authorization(s), certification(s), registration(s), license(s) or permit(s) required by the State, County or local authorities for the Services (collectively called license). The Contractor shall immediately notify the County and NYSDOH in writing of any disciplinary proceedings filed against the holder of any License by the New York State Education Department or the New York State Department of Health or other issuer of a License of which the Contractor is or should be aware. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the County and NYSDOH. It is understood that the Contractor shall not be reimbursed for any Services rendered after the effective date of termination of such License.

b. Documentation of Professional Standards:

Contractors that are Agency providers shall make sufficient investigations to ascertain and maintain on file appropriate records that demonstrate that all professionals employed or contracted and all paraprofessionals employed by the Contractor meet the standards specified by the New York State Department of Health and the New York State Education Department. The Contractor shall review original and renewal registrations and/or certifications for all individual professionals providing Services that require Licenses and/or Certifications and obtain copies thereof. Contractors that are Individual providers shall maintain records that demonstrate that he/she meets the standards specified by the NYSDOH and the NYSED. Such documentation shall be kept, maintained, and available for audit and inspection by the County and/or NYSDOH or the respective designee. The Contractor shall submit copies of licenses and/or certificates to the County with contract initiation/renewal for all persons providing and expected to provide services and, as new professionals are hired to provide services, submit copies of their license/certificate prior to providing services.

- c. Central Register of Child Abuse and Maltreatment:
- i. All Early Intervention Providers, including Evaluators, Service Coordinators and Service Providers must report suspected cases of child abuse and/or maltreatment to the New York State Central Register of Child Abuse and Maltreatment whenever they believe that there is reasonable cause to suspect that a child is or has been abused or maltreated. Individuals in those professions required under Article 6 Title 6 of New York State Social Services Law on Child Protective Services to report cases of suspected child abuse or neglect (mandated reporters), must call the Mandated Reporter's number (1-800-635-1522) of the State Central Register of Child Abuse and Maltreatment. All other individuals who are not mandated reporters must call the State Central Register of Child Abuse and Maltreatment at 1-800-342-3720, when, based on their observations, they believe that there is reasonable cause to suspect abuse, maltreatment or neglect.
 - ii. Under Section 424-a of New York State Social Service Law, as amended by Chapter 578 of the Laws of 1997, EIOs are required to obtain clearance from the State Central Register of Child Abuse and Maltreatment (SCR) of any Individual Contractor who will have the potential for regular and substantial contact with a Referred or Eligible Child. Individual Contractors shall provide the EIO with all necessary information to allow for clearance from the SCR.
 - iii. All Agency Contractors are required to complete SCR clearance on any person who is being actively considered for employment, their employees or subcontractors that meet the standard of having the potential for regular and substantial contact with the Referred or Eligible Child. The Contractor shall adhere to the procedures established by the Office of Children and Family Services, including processing fees, in accessing the New York State Central Register of Child Abuse and Maltreatment (SCR), as per Chapter 578. Nothing shall prevent the County from requiring a fee from the Individual Contractor in reference to processing and adhering to State requirements. The Contractor shall submit copies of SCR clearance to the County with contract initiation/renewal for all persons providing and expected to provide services and, as new professionals are hired to provide services, submit copies of their SCR clearance prior to providing services.
 - iv. If an individual screened through the SCR is the subject of an indicated report, then the Contractor shall notify the EIO in writing

immediately. Failure of the Contractor to immediately remove the indicated subject from contact with Referred or Eligible Children may result in immediate termination of this Agreement, as well as such other sanctions as may be provided by applicable law, rule or regulation.

d. **Copies of Federal, State or Local Evaluations/Reports:**

On an annual basis, the Contractor shall provide to the EIO a listing of all Evaluations of and reports on the Contractor related to the Early Intervention Program or programs co-located with the Early Intervention Program conducted by the State Departments of Health, Education or by any other Federal, State or local agencies during the preceding twelve months. Copies of all reports and replies or responses thereto by the Contractor shall be provided to the EIO upon request.

6. Compliance with Law:

The Contractor and its officers and directors, partners, trustees or other members of its governing body and personnel, employed or contracted, shall render Services under this Agreement in compliance with all applicable local, State, and Federal laws, regulations, rulings and requirements of law.

7. Offset of Arrears or Default:

The Contractor warrants that it is not, and shall not be during the Term of this Agreement, knowingly in arrears to the County or State for taxes or upon debt or contract and is not, and shall not be during the Term of this Agreement, in default as surety, Contractor or otherwise on any other obligation to the County or State, and the Contractor agrees that the County may withhold the amount of any such arrearage or default from amounts payable to the Contractor under this Agreement.

8. Confidentiality:

a. **Confidentiality of Information:**

The Contractor expressly agrees to preserve the confidentiality of all electronic and/or hard-copy data and information, both historical and current data, shared, received, collected, or obtained as a result of this Agreement. No disclosure, re-disclosure or release of such data or information is to be made, permitted, or encouraged by the Contractor or, for Agency providers, its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The Contractor further agrees that its employees, subcontractors and assignees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to

all the penalties prescribed by law. The Contractor further agrees to implement such procedures for safeguarding information, as the County shall require.

All information related to services provided under this Agreement shall be confidential pursuant to Title 34 of the Code of Federal Regulations Part 99 (Family Education Rights and Privacy Act), Title 34 of the Code of Federal Regulations Section 300.560 through 300.576 (with the modifications specified in Section 303.5[b], Title 34 of the Code of Federal Regulations), Part 303 Individuals Disabilities Education Act, New York State Public Health Law Article 25 and 27F, Article 5 Title 11 Section 367-b(4) of the New York State Social Services Law, 42 U.S.C. Section 1396a(a)(7) [Section 1902(a)(7) of the Federal Social Security Act], Article 33 Section 33.13 of the NYS Mental Hygiene Law, and regulations promulgated under such laws including 42 CFR Part 2 pertaining to Alcohol and Substance Abuse Services. Such information, including information relating to services under this Agreement, shall be used or disclosed by the Contractor only for a purpose directly connected with performance of the Contractor's obligations.

Contractors, including Individual Early Intervention providers with home offices, must have and implement appropriate procedures to ensure the confidentiality of personally identifiable information and to document access to children's early intervention records in accordance with these requirements. At a minimum, the Contractor must:

- i. Have a designated individual responsible for ensuring the confidentiality of personally identifiable information in children's early intervention records (in the case of self-employed Early Intervention providers, that Early Intervention provider is responsible for this function).
- ii. Ensure that all early intervention records containing personally identifiable information are maintained in secure locations. Any Early Intervention provider who travels to a variety of locations to deliver Services must ensure the security and confidentiality of early intervention records when off-site.
- iii. Ensure that when early intervention records contain information about multiple children, a parent who requests access to his/her child's record only receives the record(s) pertaining to that child/family.
- iv. Maintain a record of any individual who accesses children's early intervention records, the purpose for which the record was accessed and a copy of authorization for consent (with the exception of the parent, employees of the municipality, early intervention providers, or Department staff or designees).

- v. Assure that all employees and subcontractors, consultants, and volunteers are informed about and are required to adhere to the confidentiality policies and procedures.
- vi. Adhere to all legal requirements that protect early intervention records containing sensitive information (such as sexual or physical abuse, HIV status, treatment for mental illness, the child's parentage, etc).
- vii. Ensure the confidentiality of all information maintained in an electronic format.

b. Contractor Responsibilities Regarding AIDS and HIV- Related Information:

- i. The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or HIV-related illness or HIV infection or laboratory tests performed on an individual for HIV-related illness.
- ii. The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with Part 403 of New York State Social Service Law and Section 2782 of Public Health Law, are fully informed of the penalties and fines for re-disclosure in violation of State law and regulations.
- iii. The Contractor fully agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

This information has been disclosed to you from confidential records, which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure.

c. Maintenance of Records:

The individual case records for each Eligible Child participating in the Early Intervention Program conducted pursuant to the Agreement shall be kept and maintained in a confidential manner in compliance with all applicable laws, regulations and guidelines of Federal, State and local governments and their agencies, including requirements that apply to professions licensed, registered, or certified under State Education Law.

The Contractor shall continue to maintain the confidentiality of individual case records and safeguard such records against destruction, as set forth above, after termination of this Agreement or any subsequent agreements, until final disposition of such case records is made in accordance with all applicable laws, regulations and guidelines. The Contractor and County shall establish a mutually agreed upon procedure for maintenance of all records in the event of the termination of the Agreement or dissolution of the agency.

At a minimum, the Contractor shall preserve and retain all records for each Eligible Child under this Agreement in readily accessible form during the term of this Agreement and for a period of six (6) years from the date that care, services, or supplies were provided to the Child and family.

Individual Contractors who are Qualified Personnel in the fields of medicine, physical therapy, occupational therapy, speech language pathology, audiology, and nursing must retain records in accordance with the laws and regulations that apply to their profession. All professionals are required to maintain a record for each Referred or Eligible Child which accurately reflects Early Intervention Services provided to the Referred or Eligible Child.

All provisions of this Agreement relating to record maintenance and retention shall survive the termination of this Agreement and shall bind the Contractor until the expiration of the period commencing with termination of this Agreement or if an audit is commenced by the County or NYSDOH, until the completion of the audit, whichever occurs later. If the Contractor becomes aware of any litigation, claims, financial management review or audit that is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, financial management reviews or audit findings involved in the record have been resolved and final action taken.

9. Gratuities:

The Contractor warrants and represents that (a) it has not been asked to pay, nor has paid, any illegal consideration, whether monetary or otherwise, in connection with the procurement of this Agreement; (b) it has not solicited or it has not employed any person to solicit or procure this Agreement, and has not made, and shall not make, any payment in any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this Agreement; and (c) it has not offered or given any gratuity to any official, employee or agent of Oneida County or New York State or of any political party, with the purpose or intent of securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

10. Conflict of Interest:

The Contractor represents and warrants that neither it nor, in the case of Agency providers, any of its directors, officers, members, partners, employees or subcontractors, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of the services hereunder. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it.

No elected official or other officer or employee of Oneida County, nor any person whose salary is payable in whole or in part from the Oneida County Treasury, shall participate in any decision relating to this Agreement which affects his/her own personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Independent Contractor:

The relationship of the Contractor to the County shall be that of an independent Contractor. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that neither the Contractor nor in the case of an Agency provider, any of its officers, directors, employees or subcontractors will hold itself or themselves out as, or claim to be, an officer or employee of the County by reason of this Agreement, and that neither it nor any of them will, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership credits.

12. Insurance:

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the County. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:
 - i. Commercial General Liability insurance including contractual coverage, in an amount no less than \$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage per occurrence.
 - ii. Automobile Liability insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than

\$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage occurrence.

- iii. Professional Liability insurance in an amount not less than \$1,000,000 per incident and \$3,000,000 aggregate.
 - iv. In the case of Agency providers, Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State Laws and Regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the New York State Workers' Compensation Board of coverage or exemption from coverage pursuant to Sections 57 and 220 of the NYS Workers' Compensation Law. In accordance with Article 5-A Section 108 of NYS General Municipal Law, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Contractor shall furnish to the County certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements. In the case of commercial liability insurance, said certificates or other evidence of insurance shall name the County of Oneida as an additional insured. All such certificates or other evidence of insurance shall provide for the County of Oneida to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies or other evidence of insurance and notices shall be mailed to the County at the address at the head of this Agreement or at any such other address of which the County shall have given the Contractor notice in writing.

13. Indemnification:

The Contractor shall indemnify and hold harmless the County, its consultant (if any), employees, agents and other persons from and against all losses, claims, costs, judgments, liens, encumbrances and expenses, including attorney's fees, by reason of liability imposed by law, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts or omissions or negligence of the Contractor, its agents, employees or subcontractors or of other persons, in connection with the services described or referred to in this Agreement, even if such injuries to persons or damage to property are due, or are claimed to be due, to passive negligence of the County, its employees, agents or subcontractors or other persons, except only in cases of

the County's sole active negligence. This provision shall survive the termination of this Agreement.

14. Nondiscrimination in Employment:

In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment or in the selection of subcontractors on the basis of age, race, creed, color, national origin, sex, disability, genetic predisposition or carrier status, sexual orientation or marital status.

15. Nondiscrimination in Services:

- a. The Contractor, in providing Services under this Agreement, shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, genetic predisposition or carrier status or marital status:
 - i. Deny an individual any Services or other benefits provided under the Program;
 - ii. Provide any Services or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the Program;
 - iii. Subject an individual to segregation or separate treatment in any manner related to his/her receipt of any Services or other benefits provided under the Program;
 - iv. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Services or benefits provided under the Program;
 - v. Treat an individual differently from others in determining whether or not the individual satisfies any eligibility of other requirements or conditions, which individuals must meet in order to receive aid, care, Services, or other benefits provided under the Program.
- b. The Contractor shall comply with the requirements of the Civil Rights Act of 1964, as amended; with 44 CFR Part 7, entitled "Nondiscrimination in Federally Administered Programs"; and with 45 CFR Parts 84 and 85, entitled "Non-Discrimination on the Basis of Handicap in Program Activities Receiving or Benefiting from Federal Financial Assistance."

16. Nonsectarian Declaration:

The Contractor agrees that all Services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no Services performed under the Program will discriminate on the basis of religious belief. Furthermore, the Contractor agrees that all Program Services are and will be available to all eligible individuals regardless of religious belief or affiliation.

17. Cooperation on Claims:

The Contractor agrees to render diligently to the County any and all cooperation, without additional compensation, that may be required to defend the County against any claims, demand, or action that pertain to this Contractor that may be brought against the County in connection with this Agreement.

18. Assignment/Subcontracting:

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due thereunder, other than as collateral for working capital loans incurred for the operation of the Agreement, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect; provided, however, that such consent shall not be required for subcontracts with any subcontractor whose identity, home and business street addresses, licensure and professional qualifications shall have been submitted to and accepted by the County; and provided further that any such subcontract shall be subject to the terms of this Agreement and that no such subcontract shall reduce or affect the obligations and liabilities of the Contractor under this Agreement.
- b. If the Contractor enters into any subcontracts for the performance of work pursuant to this Agreement, the Contractor agrees that it shall assume sole and complete responsibility for fulfilling all obligations set forth herein and must guarantee the work of any subcontractor or consultant as if it were its own. The Contractor is responsible for the acts and omissions of any subcontractor and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it. In addition, the Contractor understands it shall not in any way be relieved of any responsibility under this Agreement by any subcontract.
- c. No subcontract, nor any amendment thereto, between the Contractor and any other entity for the performance of any Contract Services shall be effective for the purposes of this Agreement unless it contains provisions specifying:

- i. the incorporation by reference of this Agreement and any Appendices thereto;
- ii. that the work performed by the subcontractor must be in accordance with the terms of this Agreement;
- iii. that nothing contained in such subcontract shall impair the rights of the County or the Eligible and/or Referred Child;
- iv. that nothing contained therein, or under this Agreement, shall create any contractual relation between the subcontractor and the County;
- v. that the subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Agreement;
- vi. that all records, case files, and any and all other documentation of Contract Services by the subcontractors will be stored and available as specified in this Agreement.

19. Investigations:

The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the County or State of New York governmental agency or authority that is empowered directly or by designation to compel attendance of witnesses and to examine witnesses under oath, or conducted by a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is subject of the investigation, audit or inquiry.

20. No Implied Waiver:

No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

21. Merger; No Oral Changes:

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties.

22. Provider Publications:

All marketing and advertising materials developed, issued, and disseminated by State-approved providers shall be submitted to the County for review and approval. In addition this material must be available for inspection upon monitoring by NYS Bureau of Early Intervention and/or its agent. The County or the State may review and consider the appropriateness and accuracy of, marketing and advertising materials at any time, including upon a provider's submission of an application to the State for reapproval as an EIP provider.

State-approved providers must adhere to New York State Early Intervention Program (EIP) – Basis for Marketing Standards. These marketing standards are issued, pursuant to the Department's authority under Section 2542(3) of the NYS PHL, to ensure that primary referral sources adequately inform parents or guardians of children suspected of having a disability or at risk for disability about the Early Intervention Program.

23. Notices and Contact Persons:

- a. Any communication, notice, bill for payment, report or other submission necessary or required to be made by the parties regarding this Agreement shall be deemed to have been duly made upon receipt by the County or the Contractor or their designated representative at the following address or at such other address that may be specified in writing by the parties:

For the Oneida County Department of Health:
185 Genesee St., 4th floor
Utica, New York 13501,
Patricia Meyer, Early Intervention Program Supervisor

Notices and Other Submissions:
Oneida County Department of Health,
185 Genesee St., 4th floor
Utica, New York 13501,
Patricia Meyer, Early Intervention Program Supervisor

Bills for Payment:
Oneida County Department of Health
185 Genesee St., 4th floor
Utica, New York 13501,
Greg Rizzo, Principal Account Clerk, and;

For the Contractor:
At the address set forth on page four of this Agreement, to the attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

- b. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).
- c. Any communication or notice regarding indemnification, termination or litigation shall be deemed to have been duly made upon receipt by the parties at the following addresses, or at such addresses that may have been specified in writing by the parties:

For the County:

Oneida County Department of Health,
185 Genesee St., 4th floor
Utica, New York 13501
Patricia Meyer, Early Intervention Program Supervisor

For the Contractor:

At the address set forth on page four of this Agreement, to the attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

24. Severability:

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Exhibit B

Financial Terms and Conditions

1. Payment for Services Upon Submission of Bills:

The Contractor is prohibited from billing directly the Medical Assistance Program, and/or private insurance plans or other Third Party Payment sources for Services rendered to Referred and/or Eligible Children pursuant to this Agreement, with the exception of durable medical equipment that may be billed directly to the Medical Assistance Program. In accordance with the procedures set forth by the County and any other directives issued by the County, Contractors shall bill the County for all Authorized Early Intervention Services rendered by the Contractor to Referred and/or Eligible Children no less than thirty (30) but in no instance more than ninety (90) days from the date of the provision of such Services.

Unless otherwise specifically provided for in this Agreement, all reimbursements under this Agreement for individual Referred and/or Eligible Children as set forth in the Act and Regulations, shall be at the applicable rates established or approved by the NYSDOH.

The County agrees to pay the Contractor no less than quarterly for Services provided pursuant to this Agreement, upon receipt of bills in such form as prescribed by the County and after approval by the County. Bills shall be documented by sufficient, competent and evidential matter. Payment under this Agreement shall not duplicate payment from any other source(s) for Contractor Services pursuant to this Agreement. Payment by the County shall be made within 60 days after approval by the Comptroller of the County of Oneida.

2. Solicitations Prohibited:

The Contractor shall not solicit or accept payment for any Services rendered pursuant to this Agreement from any person or entity except the County. Furthermore, the Contractor shall not render Services on a private basis to children receiving Services from the Contractor under this Agreement.

3. Requirements Prior to Payment:

- a. No bills shall be payable until the Contractor complies with all requirements in this Agreement.
- b. To the extent applicable, the Contractor shall submit to the County copies of the following on an annual basis:
 - i. Certificate of Incorporation;

- ii. Day Care permit, if required;
- iii. By-laws;
- iv. Operating Certificate or License;
- v. NYSDOH approval and amendment letters;
- vi. Signature samples of document signers;
- vii. Insurance Certificates and Fidelity Bonds (See "Insurance" of Exhibit A); and,
- viii. Names, addresses and professional titles of the Board of Directors, if applicable.

4. Payment Subject to Maintenance of License:

The Contractor shall not be entitled to compensation for any portion of the term of this Agreement during which it fails to maintain any required License and NYSDOH approval. The Contractor shall reimburse the County for any compensation received for such portion of the term.

5. Taxes:

The charges payable to the Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.

6. Payment Contingent Upon Receipt of Aid:

If any state or federal government department or agency should fail to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the term of this Agreement because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied, and the County's obligation shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor, the Contractor agrees promptly to reimburse the County the amount of the balance due the County by check to the order of the Oneida County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

7. Fiscal Records Retention:

- a. The Contractor agrees to retain all records, including case files, relevant to this Agreement for six (6) years from the date that care, services, or

supplies were provided to the child and family, except that any records subject to a longer retention period, pursuant to a New York State records retention schedule and/or as license or certification requires, shall be retained for such longer period. Federal, State and/or County auditors and any persons duly authorized by the County and/or NYSDOH and their respective designee shall have full access and the right to examine any of said materials during said period.

- b. All books, records, and case files of the Contractor, including those with respect to the delivery of Contract Services, shall be kept separate or identifiable from those relating to other activities of the Contractor, and shall be made available to the County, NYSDOH, or their respective designee.

8. Financial Audits and Programmatic Monitoring:

- a. All payments made under this Agreement are subject to audit by the County, the NYSDOH or their respective designee, and the State. If the Contractor fails to cooperate with an audit by the County or NYSDOH or their respective designee, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties or take whatever other action is available to it, including, but not limited to, removing children receiving services or suspending new child placements until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the NYSDOH or the County or duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Oneida County Treasurer or shall submit a proposed plan of repayment to the Comptroller, or the County or NYSDOH may recoup overpayments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.
- b. The Contractor further agrees that personnel duly authorized by the NYSDOH and its respective designees, the County Comptroller, or the State shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under this Agreement. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.
- c. The Contractor shall be subject to programmatic and quality improvement monitoring by the County and NYSDOH or its respective designee. If the Contractor fails to cooperate with programmatic and quality improvement monitoring by the County or NYSDOH or their respective designee, the

County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties or take any other action available to it until such cooperation is forthcoming. In carrying out programmatic and quality assurance monitoring of the Contractor, the County shall act to terminate this Agreement in whole or in part or otherwise cite the Contractor for non-compliance, or to levy a fine of up to \$2,000 due to the Contractor's failure to comply with standards in this Agreement, Public Health Law and the Regulations. In the event that the County is unable to issue a report on a quality assurance monitoring visit of the Contractor within ninety (90) days after an exit interview with the Contractor, or the date that the Contractor provides documents requested by the County pursuant to quality assurance monitoring visit, whichever is later, the County will inform the Contractor in writing of the anticipated date of the issuance of said report.

- d. Contractors receiving in excess of \$100,000 in reimbursement (both Department and Medicaid funding) pursuant to this Agreement shall be annually audited by an independent certified public accountant. The audit period shall encompass either the contractor's entire fiscal or calendar year. The Contractor shall retain the independent certified public accountant and shall be responsible for the full payment for the audit services, including the cost of all reports furnished. The audit report shall be submitted to the NYSDOH on an annual basis.

**Exhibit C
Variable Terms Specific to the County**

None; unless signed below by the Contractor and the County Attorney's Office, with the variable terms set forth below or attached hereto. If attached such Variable Terms consist of 62 pages.

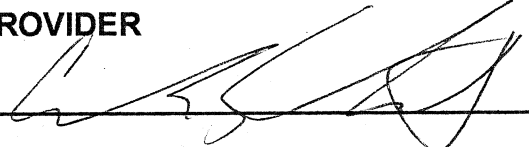
APPENDIX B

- C 1. Billing Tool I with Protocol
- C 2. Billing Tool II with Protocol
- C 3. Child's Ongoing Service Coordination Record with Protocol
- C 4. Child's Record Sheet with Protocol
- C 5. Session Notes with Protocol
- C 6. Progress Notes with Protocol
- C 7. Evaluation Information Forms with Protocol
- C 8. Evaluation Report Forms with Protocol
- C 9. Physician Assessment
- C 10. Voucher with Protocol
- C 11. List of Providers/Evaluators with Protocol
- C 12. NYSDOH Early Intervention Program Memorandum 2001-01
- C 13. Waste Management
- C 14. Health, Safety and Sanitation
- C 15. Corporate Compliance

MUNICIPALITY – ONEIDA COUNTY

DATE: _____ BY: _____
ANTHONY J. PICENTE JR.
ONEIDA COUNTY EXECUTIVE

APPROVED PROVIDER

DATE: 4-1-11 BY: 

Approved as to Form ONLY
ONEIDA COUNTY ATTORNEY

BY: _____
Brian Miga, Esq.

**Oneida County
Early Intervention Program
Billing Tool I (OCHD – 9005)**

Purpose: To compile data required to bill the county for ongoing service coordination and evaluations. Billing Tool I form is a suggested format. You may use your own format with prior approval from Oneida County.

Functions:

1. Summarizes information from the Child's Ongoing Service Coordination Record by authorization number.
2. Organizes and summarizes evaluations performed for a child by authorization number.
3. Lists total claimed for payment of service coordination and evaluations performed by a provider.
4. Provides documentation required to process bills by the County and facilitates payment.
5. ICD9 & CPT codes must be entered.

Completion Requirements:

1. All information requested at the top of the form must be completed.
2. For evaluations, authorized and completed evaluations are to be indicated by child, date of completion and authorization number.
3. For ongoing service coordination claims, the date of service does not require completion only the total units and cost according to the authorization number for service as summarized on the Child's Ongoing Service Coordination Record.
4. Pages are to be subtotaled and the total claimed is to appear on the last page completed.

Submission Requirements:

1. The completed form is to be submitted attached to all of the Child's Ongoing Service Coordination Records which have been summarized on the Billing Tool.

Payment for Services:

1. Payment for services will be made according to the results of the audited Child's Ongoing Service Coordination Record, Billing Tool I and the status of completion of the evaluation and required documentation.
2. Claims made without the attachment of the Child's Ongoing Service Coordination Record will not be paid, when payment for service coordination is requested.
3. No payment will be made for claimed services or evaluations performed before authorization.
4. Any service coordination or evaluations claimed for payment on the Billing Tool which are rejected may be resubmitted according to the procedure stated within the Child's Ongoing Service Coordination Record, Evaluation Information and

Evaluation Summary protocol with the exception of those services provided without authorization.

5. Adjustments of claims will be made on the form and voucher before approval for payment.

**Oneida County
Early Intervention Program
Billing Tool II (OCHD – 9006)**

Purpose: To compile data required to bill the county for services provided. Billing Tool II form is a suggested format. You may use your own format with prior approval from Oneida County.

Functions:

1. Summarizes and organizes information from a Child's Service Record by authorized service number.
2. Lists total claimed for payment of services by a provider.
3. Provides documentation required to process bills by the County and facilitates payment.

Completion Requirements:

1. All information requested at the top of the form must be completed.
2. Information pertaining to a Child's Records Sheet must be transferred as it applies to the authorization number for that service.
3. The service type is to be coded as indicated at the bottom of the form. In the event a code does not exist, the provider should develop one and identify it with those provided on the form.
4. Pages are to be subtotaled and the total claimed is to appear on the last page completed.

Submission Requirements:

1. The completed form is to be submitted attached to all of the Child's Record Sheets which have been summarized on the Billing Tool.

Payment for Services:

1. Payment for services will be made according to the results of audited Child's Record Sheets, Billing Tool II and the status of other required documentation.
2. Claims made without a Child's Record Sheet will not be paid.
3. Any services claimed for payment on the Billing tool which are rejected by audit of the Child's Record Sheet may be resubmitted according to the procedure stated with the Child's Record Sheet protocol.

Adjustments of claims will be made on the form and voucher before approval for payment.

ONEIDA COUNTY EARLY INTERVENTION BILLING TOOL II
Data Required for Billing County

Provider's Name _____
 Tax ID Number _____
 Contract Number _____
 Phone Number _____
 Period Claimed From: _____ to _____

Child's Name	Authori- zation #	Service Type	Date(s) of Service	Home/Comm Facility-based (H or C)	Developmental Group	Rate Per Session _____	# Sess	Amount Due
						\$		
Subtotal								
Total Costs Pages _____ to _____								

*Cost equals rate times units.
 **Service Type Codes (e.g.)
 AUD=Audiology
 DG = Developmental Group
 FTA=Family Training Adaptive
 FTC=Family Training Cognitive
 FTE=Family Training Emotional
 FIT=Family Training Communications
 FTS=Family Training-Social/Emotional
 FTP=Family Training Physical
 FTO = Family Training Other
 OT=Occupational Therapy
 PT= Physical Therapy
 SI = Special Instruction
 SSH=Instruction for Speech/Hearing Impaired
 SV = Instruction for Visually Impaired
 SLP = Speech/Language Pathology

**Oneida County
Early Intervention Program
Child's Ongoing Service Coordination Record (OCHD 9032)**

Purpose: To assure documentation and verification of billable activities of authorized ongoing service coordination according to the IFSP.

Functions:

1. Provide an instrument for quality accordance monitoring of the provision of ongoing service coordination by the service provider and County.
2. Identifies the time involved in performing ongoing service coordination activities.
3. Records the billable activities provided.
4. Serves not only as a record for billing, but also as documentation for the child's record and evidence in support of fulfillment of the IFSP.

Completion of Requirements:

1. Fill in Child's Name, Period of included on record (5/1/98 to 5/31/98), Authorization Number for service and the date on which the authorization expires. When service authorization expires within the period of the record, additional authorizations may be indicated on the same record.
2. Activities are to be recorded by date, including the amount of time involved in the described activity.
3. For each activity convert the time to units and place an "x" in the units of service coordination for each activity.
4. Calculate the total units per activity and transfer to the total column.
5. Calculate the total units for the column.
6. Utilizing the current rate unit for service coordination calculate the amount to be claimed for units provided.

Submission Requirements:

1. Attach completed Child's Ongoing Service Coordination Record to Billing Tool I.

Payment for Services:

1. Payment for services will be made according to the results of the audited Child's Ongoing Service Coordination Record and Billing Tool I.
2. Claimed services not meeting the Billable Service Coordination Activities will be rejected and will not be eligible for resubmission.
3. Service provided without authorization is not billable and will not be paid.

**Oneida County
Early Intervention Program
Child's Service Record (OCHD 9004)**

Purpose: To assure documentation and verification of the provision of authorized services according to the IFSP at the time services are provided.

Functions:

1. Provides an instrument for quality assurance monitoring by the provider for the services provided.
2. Serves to increase awareness, and involvement of families, caregivers and other responsible persons in the delivery of services as identified in the IFSP.
3. Identifies services as required for submission for payment.
4. Provides documentation required for the County to audit and process bills submitted for payment of services.

Completion Requirements:

1. Each individual providing an early intervention service with the exception of service coordination must document the service provided and secure the verifying signature at the time intervention is completed, in a legible manner.
 - a. For individual intervention models, the verifying Signature is that of the caregiver of service provision. The caregiver is defined as responsible family member, day care provider, direct supervisor of interventionist or the interventionist from whom the child is released to receive individual intervention.
 - b. For group intervention models, the verifying signature is to be that of parent when present for the intervention, the direct supervisor of the individual performing the group model who can verify that the child was present and received services needed to meet the objectives in the child was present and received services needed to meet the objectives in the child's IFSP.
2. All information requested at the top of the form must be completed.
3. Information required per column for each row is to be included.
4. At the bottom the grand total for units of service and charges are to be calculated.
5. No write-overs or whiteout allowed on the Child's Service Record. Instead, draw a line through the error, print the correct information next to it and have the parent initial the correction.

Submission Requirements:

1. The form is to be complete, submitted with original signatures, attached to Billing Tool II on to which totals are transferred and submitted with the voucher requesting payment for such services.

Payment for Services:

1. Payment for services will be made according to the results of Audited Child's Record Sheet, Billing Tool II and the status of other required documentation.
2. Any charges for services that are rejected may be resubmitted when rejected for the following reasons:
 - a. Lack of information in spaces above and below the table on Child's Service Record (CSR).
 - b. Lack of service model code on CSR.
 - c. Lack of service location on CSR.
 - d. Lack of other required documentation when submitted in a timely manner as indicated within Submission Requirements of that document.
 - e. (1E) Date of service on bill does not correspond with the date on the therapy notes and the date of service on the CSR.
 - f. (1F) No note for the date of service.
 - g. (1G) Center based verifying signature not identified.
3. Any charges for services that rejected may not be resubmitted when rejected for the following reasons:
 - a. Date of service is missing or a date in which service was not provided is indicated.
 - b. The interventionists' signature is missing for a particular service date.
 - c. The verifying signature is missing.
 - d. Services were not provided.
 - e. Services were provided without authorization.
 - f. Improper use of white out.
 - g. Untimely submission.
 - h. Billed twice on the same day within the same discipline.

Early Intervention Program Session Notes

Purpose: To document the child's activities during intervention session's progress toward meeting objectives of the IFSP.

Functions:

1. Provides a quality assurance tool for the provider, family and service coordinator.
2. Allows for the monitoring of the delivery of service.
3. Updates the family and service coordinator regarding the child's or family's progress as assessed by the individual providing intervention.
4. Informs family and service coordinator about intervention activities in which the child or family have been engaged.
5. Document needs, concerns or recommendations as identified by the interventionist or family.

Completion Requirements

1. The report is to consist of copies of documented session notes for services provided in accordance with the IFSP. (The agency keeps the original.)
2. The format of the report may be chosen by the provider and must include at minimum the following information.
 - a. Child's Name
 - b. Child's Birth Date
 - c. Period of Intervention
 - d. Type of Intervention
 - e. Intensity (time interval per intervention).
 - f. Frequency (number of times per week, month) of intervention.
 - g. Location of Intervention: Early Intervention Center, Childcare, Home, etc.
 - h. Dates of encounters.
 - i. Short descriptions of activities and progress for the month as pertains to IFSP objectives (things a parent would want to know about their child and family member might want to know about their progress).
 - j. Recommendations for change.
 - k. Comments explaining concerns of family or interventionist, especially those related to missed appointments, changes in disabling condition or health and other circumstances affecting development or service delivery.
 - l. The interventionist's name and signature.

Submission Requirements:

1. Each interventionist must submit a progress report or session notes for each child and family with the voucher no later than 21 days after the end of the month in which the services are provided.

2. Reports are not required for service coordination, respite and selected other family support. A sample report design is attached for reference.

Payment for services:

1. Those services included with request for payment for which session notes are not completed as required or not included with the voucher will be rejected.
2. Portion of bills rejected may be resubmitted for payment when accompanied by the session notes.

NAME OF AGENCY
SESSION NOTE

CHILD'S NAME: _____ REPORT DATE: _____

CHILD'S ADDRESS: _____

DATE OF BIRTH: _____ CHRONOLOGICAL AGE: _____ SEX: _____

THIS REPORT COVERS PERIOD FROM _____ TO _____

SESSIONS/ WEEK: _____ MINUTES/VISIT: _____ LOCATION: _____

DATES SEEN IN THERAPY: _____ TYPE OF SERVICE _____

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

NOTE/PROGRESS TOWARDS OBJECTIVES:

DATE: _____ TIME: _____

Providers Signature/ Credentials and Date

DATE: _____ TIME: _____

Providers Signature/ Credentials and Date

DATE: _____ TIME: _____

Providers Signature/ Credentials and Date

Early Intervention Program Progress Notes

Purpose: To document the child's progress toward meeting the IFSP objectives.

Functions:

1. Provides a quality assurance tool for the provider, family and service coordinator.
2. Allows for the monitoring of the delivery of service.
3. Updates the family and service coordinator regarding the child's progress as assessed by the individual providing intervention.
4. Informs family and service coordinator about intervention activities in which the child has been engaged.
5. Documents progress and/or recommendations as identified by the interventionist.

Completion Requirements

1. The report is to consist of copies of documented session notes for services provided in accordance with the IFSP.
2. The format of the report may be chosen by the provider and must include at minimum the following information.
 - a. Child's Name
 - b. Child's Birth Date
 - c. Report Date
 - d. Type of Intervention
 - e. Type of Report
 - f. Progress towards targeted outcomes
 - g. Recommendations / Comments
 - h. The interventionist's name and signature.
3. Standardized scores are required when available and appropriate for Annual Reviews (although they are welcome with all reports). Include dates, observations, assessments performed, tools and methodology used and results.

Submission Requirements:

1. Each interventionist must submit a progress report for each child receiving services and shall submit a copy to the Child's Service Coordinator and Parent.
2. Reports are not required for service coordination, respite and selected other family support. A sample report design is attached for reference.

NAME OF AGENCY
PROGRESS NOTE
Sample Format

CHILD'S NAME: _____ **REPORT DATE:** _____

DATE OF BIRTH: _____ **DISCIPLINE:** _____

THIS REPORT IS A: 6 Month Progress Report Annual Review Other

NOTE/PROGRESS TOWARDS OBJECTIVES: (Summarize progress made to date. Indicate recommendations for continuation of outcomes or suggest new and appropriate objectives).

Target Outcome:

Progress:

Target Outcome:

Progress:

RECOMMENDATIONS/COMMENTS: (Include recommendations for continuation or change in frequency or duration of services or suggestions for additional testing etc.).

SERVICE PROVIDER NAME: _____

SERVICE PROVIDER TITLE: _____

SIGNATURE: _____

**Oneida County Early Intervention Program
Evaluation Information (Core and Supplemental)**

Purpose: To document the eligibility determination and development status of children participating in the Early Intervention Program (EIP), as well as organize information stated in the Evaluation Summary.

Functions:

1. Identifies the type of evaluation performed by the approved Evaluator.
2. Indicates the provider involved in determining the results of the evaluation.
3. Reports any diagnosis reported in documentation referenced or determined during the evaluation.
4. Designates the developmental status of the appropriate functional area(s) and the method for determining each.
5. Collects required data for reporting to NYSDOH.

Completion Requirements:

1. The Evaluator must complete all sections of the forms except the date received by program.
2. Only one delay code is to be used per domain – such that subsets of a domain are averaged to determine an applicable code.

Payment for Services:

1. Bills for authorized evaluations will not be paid until we are in receipt of all paperwork. The required paperwork for Core Evaluations is: the original evaluation worksheet (2 pp), the original evaluation summary with signatures, the consent to evaluate, the child's physical with immunizations, and the original typed evaluation report with signatures. The required paperwork for Supplemental Evaluations is: the original supplemental evaluation worksheet (1 pp), the consent to evaluate, and the original supplemental evaluation report with signature(s).
2. Bills for authorized evaluations submitted for payment before the appropriate paperwork is received by the Program will be rejected.
3. Rejections may be re-billed once the appropriate paperwork is complete and received by the Early Intervention Official.
4. Any evaluation performed before authorization is not eligible for payment.

CHILD'S NAME _____

Date of Core: ____/____/____

Date Received ____/____/____

EARLY INTERVENTION EVALUATOR

PROVIDER: _____

PHONE: _____

CONTACT PERSON: _____

FAX: _____

INDIVIDUALS INVOLVED IN CORE EVALUATION

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

Check if Bilingual Evaluation Performed.

Family Assessment Offered & Refused

Language _____
(Summary of Evaluation must be translated.)

Family Assessment Completed & copy to be forwarded

DISCIPLINES INVOLVED IN CORE EVALUATION

Occupational Therapy

Audiologist

Physician Assistant

Physical Therapy

Nurse

Pediatrician

Special Educator

Nurse Practitioner

Psychologist

Speech/ Language Pathologist

Nutritionist

Social Worker

Physician

METHOD: P - Informed Clinical Opinion T - Standardized Test

DEVELOPMENTAL STATUS CODES

A - No Delay (development within acceptable ranges)

B - 2.0+ SD below the mean (sufficient alone for eligibility)

C - 1.5+ SD below the mean (similar delay in another functional area need ed to establish eligibility)

D - 12 month delay (sufficient alone for eligibility)

F - 33% or more delay (sufficient alone for eligibility)

G - 25% or more delay (similar delay in another function area needed to establish eligibility)

EVALUATION SUMMARY

Functional Area	Development Status	Method
Adaptive		
Cognitive		
Communication		
Social / Emotional		
Physical		

DIAGNOSED CONDITION AND ICD 9 CODE

1. _____

2. _____

Child's Name: _____

DOB ____/____/____

Date of Evaluation ____/____/____

() NOT ELIGIBLE

Write V 79.3 - Not Eligible. Attach evaluation report. Attach Core Evaluation, and Evaluation Summary.

() ELIGIBLE- BASED ON DIAGNOSED CONDITION

Sufficient to determine eligibility. Submit the following to assist in developing service plan:

1. Indicated Diagnostic Condition in Part A. Attach documentation of diagnosis.
2. Attach Core Evaluation, Core Evaluation Worksheet, and Evaluation Summary.
3. Attach all Evaluation reports.

() ELIGIBLE-BASED ON DELAY (MUST INCLUDE THE FOLLOWING:)

- | | |
|---|---|
| <input type="checkbox"/> Original Worksheet | <input type="checkbox"/> Original Summary |
| <input type="checkbox"/> Copy of Consent | <input type="checkbox"/> Attach all Evaluation reports |
| <input type="checkbox"/> Copy of Dr. Physical | <input type="checkbox"/> Indicate ICD 9 Code in Part B, |
| <input type="checkbox"/> Original Evaluation | <input type="checkbox"/> (if applicable) |

A. Diagnosed Physical and Mental Conditions with a high probability of Developmental Delay.

Complete this section only if the child is eligible based on diagnosed condition.

Attach documentation of diagnosis by physician.

- | | |
|---|--|
| <input type="checkbox"/> 270.2 Albinism | <input type="checkbox"/> 765.0 Less than 500 grams - Low Birth Weight |
| <input type="checkbox"/> 759.89 Angelman's | <input type="checkbox"/> 765.02 500 - 749 grams - Low Birth Weight |
| <input type="checkbox"/> 743.45 Aniridia | <input type="checkbox"/> 765.03 750 - 999 grams Low Birth Weight |
| <input type="checkbox"/> 728.3 Arthrogryposis | <input type="checkbox"/> 755.58 Lobster Claw (Hand) |
| <input type="checkbox"/> 314.00 Attention Deficit Disorder w/o Hyperactivity | <input type="checkbox"/> 369.20 Low vision both eyes (moderate to severe) |
| <input type="checkbox"/> 314.01 Attention Deficit Disorder with Hyperactivity | <input type="checkbox"/> 742.1 Microcephalus |
| <input type="checkbox"/> 369.00 Blindness, both eyes | <input type="checkbox"/> 389.2 Mixed conductive and sensorineural hearing loss |
| <input type="checkbox"/> 369.10 Blindness one eye, low vision other eye | <input type="checkbox"/> 742.4 Multiple anomalies of brain - Nos |
| <input type="checkbox"/> 749.00 Cleft Palate | <input type="checkbox"/> 377.23 Optic nerve coloboma (bilateral), Acquired |
| <input type="checkbox"/> 759.7 CHARGE Association | <input type="checkbox"/> 743.57 Optic nerve coloboma (bilateral), Congenital |
| <input type="checkbox"/> 389.00 Conductive Hearing Loss-Nos | <input type="checkbox"/> 359.8 Other Myopathies |
| <input type="checkbox"/> 742.3 Congenital Hydrocephalus | <input type="checkbox"/> 758.1 Patau's (Trisomy 13 D 1) |
| <input type="checkbox"/> 359.0 Congenital Muscular Dystrophy | <input type="checkbox"/> 299.80 Pervasive Developmental Disorder (PDD) |
| <input type="checkbox"/> 348.8 Cystic Periventricular Leukomalacia (CVPL) | <input type="checkbox"/> 755.4 Phocomelia (absence of limb) |
| <input type="checkbox"/> 315.31 Dyspraxia Syndrome | <input type="checkbox"/> 759.81 Prader-Willi |
| <input type="checkbox"/> 758.0 Down (Trisomy 21 OR 22 G) | <input type="checkbox"/> 309.81 Prolonged Post Traumatic Stress Disorder |
| <input type="checkbox"/> 758.2 Edwards' (Trisomy 18 D 1) | <input type="checkbox"/> 742.2 Reduction deformities of brain
(Holoprosencephaly/Lissencephaly) |
| <input type="checkbox"/> 313.9 Emotional Disturbance of Childhood (Unspecified) | <input type="checkbox"/> 362.21 Retinopathy of prematurity (grades 4 & 5) |
| <input type="checkbox"/> 742.0 Encephalocele | <input type="checkbox"/> 389.10 Sensorineural Hearing Loss - Nos |
| <input type="checkbox"/> 760.71 Fetal Alcohol | <input type="checkbox"/> 741.00 Spina Bifida with hydrocephalus |
| <input type="checkbox"/> 759.83 Fragile X | <input type="checkbox"/> 741.90 Spina Bifida w/o hydrocephalus |
| <input type="checkbox"/> 299.0 Infantile Autism active state | <input type="checkbox"/> 952.9 Spinal Cord Injury, Nos |
| <input type="checkbox"/> 343.9 Infantile Cerebral Palsy -Nos | <input type="checkbox"/> 744.00 Unspecified anomalies of ear with hearing
impairment |
| <input type="checkbox"/> 345.60 Infantile Spasms w/o intractable epilepsy | <input type="checkbox"/> 379.53 Visual deprivation nystagmus |
| <input type="checkbox"/> 345.61 Infantile Spasms with intractable epilepsy | <input type="checkbox"/> 335.0 Werdnig-Hoffman Syndrome (Infantile Spinal
Muscular Dystrophy) |
| <input type="checkbox"/> 772.1 Intraventricular Hemorrhage (grade IV) | |
| <input type="checkbox"/> 774.7 Kernicterus | |

B. Indicate Diagnostic Condition and ICD-9 Code(s) below if eligible due to delay or if different from above.

- 1 _____
- 2 _____

SUPPLEMENTAL EVALUATION WORKSHEET

C7

Child's Name: _____ DOB: _____

Early Intervention Evaluator

Provider : _____ Phone: _____

Contact Person: _____ Fax: _____

Supplemental Evaluation

Evaluation Type: _____

Evaluator :

() Physician

Name: _____

() Bilingual Evaluation

Title: _____

() Non- Physician

Functional Area	Developmental Status	Method
Adaptive		
Cognitive		
Communication		
Social / Emotional		
Physical		

Developmental Status Codes

- A - No Delay (development within acceptable ranges)
- B - 2.0+ SD below the mean (sufficient alone for eligibility)
- C - 1.5+ SD Below the mean (similar delay in another functional area needed to establish eligibility)
- D - 12 month delay (sufficient alone for eligibility)
- F - 33% or more delay (sufficient alone for eligibility)
- G - 25% or more delay (similar delay in another functional area needed to establish eligibility)

Method of Determination

Evaluation Type Code

- T - Standardized Test
- P - Informed Clinical Opinion

- A - Assistive Technology
- F - Nursing
- G - Nutrition
- H - Occupational Therapy
- I - Physical Therapy
- J - Psychological Services
- M - Special Instruction
- N - Speech & Language
- Q - Vision

List Diagnosis and ICD Numbers:

1. _____ 2. _____

**Oneida County
Early Intervention Program
Evaluation Reports**

Purpose: To assist approved evaluators to report the findings of multidisciplinary and supplemental evaluations performed in accordance with regulations and Program authorization.

Functions:

1. Core Evaluation - Provides a standardized format for the reporting of the multidisciplinary evaluation results determined by the multidisciplinary evaluation team when a child is referred for the purpose of determining eligibility for the Early Intervention Program (EIP).
 - a. allows for the reporting and documentation of findings of evaluations performed directly by the team, as well as from evaluations received by the child from other evaluators prior to the family contacting the EIP when a collaborative agreement is in effect.
 - b. provides a format which assists evaluators in evaluating the child's developmental status as well as assessing the family's strengths, needs and concerns.
2. Supplemental Evaluation - Provides a standardized format for the reporting of supplemental evaluations performed by approved evaluators.

Completion Requirements:

1. For Core Evaluations:
 - Demographics and Parent Concerns – must be completed in accordance with regulations.
 - Transportation Section – must be completed in accordance with regulation
 - Special Concerns – any special concerns of the family or evaluator are to be documented in this section. When there are none, this is to be indicated.
 - Sections for the child's evaluation report: Communication; Cognitive; Social/Emotional; Adaptive; Physical (including Hearing and Vision) - Must include information as prompted by that section.
 - Statement of Eligibility
 - Recommendations Section – is to include recommendations for services that may be appropriate to meet the developmental needs of the child and enhance the capacity of the family to meet the special needs of their child with disabilities. These recommendations are to be made in accordance with the regulations with regard to identified needs of the child and family not on the availability of any particular provider.
 - Family Assessment – is to be completed according to regulations when information is voluntarily provided by the family. In the event the family

decides not to participate, so indicate.

- Signatures of evaluators
- b. For Supplemental Evaluations:
- Demographics must be included and be complete.
 - Reason for Referral/Parent Concerns must be included.
 - Special Concerns of the family and/or evaluator are to be documented. When there is none, this is to be indicated.
 - Assessment procedures must be specified
 - Statement of Eligibility
 - Recommendations Section – is to include recommendations for services that may be appropriate to meet the developmental needs of the child and enhance the capacity of the family to meet the special needs of their child with disabilities. These recommendations are to be made in accordance with the regulations with regard to identified needs of the child and family not on the availability of any particular provider.
 - Signature of evaluator

ONEIDA COUNTY
EARLY INTERVENTION PROGRAM

SAMPLE MULTIDISCIPLINARY (CORE) EVALUATION REPORT

Date: _____

Child's Name: _____ Phone: _____

Child's Address: _____ DOB: _____

Parent/Guardian: _____ Address (if different): _____

Foster Parent: _____ Chronological Age: _____

Service Coordinator: _____ Adjusted Age: _____

For each of the functional areas listed below please provide a brief summary. Specify the evaluation tools/methods used, the child's responses and scores, explanation of measures/or scores, conditions, developmental levels and the evaluator's opinions. The opinions for each domain should be reflective of the child's current level of functioning obtained through parent interviews, observations of child's responses, a review of pertinent records, etc.

Background information and Parent concerns/Current level of functioning: include information about diagnosed condition with high probability of delay, if any, and/or developmental delay in accordance with the definition of delay in Section 69-4.1 of the Regulations for the Early Intervention Program; family; health of child; review of previous assessments or evaluations (with parental consent) and daycare or educational history. Also include parent interview about family resources, priorities, and concerns related to the child's development and developmental progress; interview of any other family members or individuals with pertinent knowledge about the child's development (with parental consent).

Assessed by: _____ Title: _____

Recommendations:

Family Assessment: Voluntary on part of family. Assesses family strengths, priorities, concerns, and needs relative to enhancing child's development.

Family would like a family assessment. Yes or No

Eligibility Statement:

_____ Meets/does not meet eligibility criteria for services through the Early Intervention Program because:

Signatures: _____

**ONEIDA COUNTY
EARLY INTERVENTION PROGRAM**

SAMPLE SUPPLEMENTAL EVALUATION REPORT

Name:	Date of Birth:
Date of Evaluation:	Chronological Age:
Parents:	Adjusted Age:
Address:	Siblings:
Phone Number:	
Referral Source:	
Initial Service Coordinator:	
Primary Care Physician:	
Evaluator:	

REASON FOR REFERRAL/PARENTS CONCERNS:

BACKGROUND INFORMATION (Medical, Developmental, Social/Family):

ASSESSMENT PROCEDURES (Evaluation Tools, Medical and other Records available for Review):

GENERAL OBSERVATIONS: (related to field in which supplemental evaluation is being administered)

CLINICAL OBSERVATIONS/TESTING RESULTS: (related to field in which supplemental evaluation is being administered)

SUMMARY/EVALUATION IMPRESSIONS:

STATEMENT OF ELIGIBILITY

RECOMMENDATIONS

SIGNATURE: _____

ONEIDA COUNTY
EARLY INTERVENTION PROGRAM
PHYSICIAN'S ASSESSMENT

Child's Name: _____ Birth Date: _____

Address: _____ Date of Assessment: _____

Physician's Assessment of Child's Development in Each Area:

Lead: date tested: _____ level _____. Re-test recommended? Yes/No

date tested: _____ level _____. Re-test recommended? Yes/No

Physical:

Height: _____ Weight: _____ Head Circumference: _____

Any concerns with Vision?: _____ Right: _____ Left: _____

Any concerns with Hearing?: _____ Right: _____ Left: _____

Orthopedic (Gross /Fine Motor Delays):

Cognitive Development Status:

Communication Development Status:

Social/Emotional Development Status:

Adaptive (Self Help) Development Status:

Immunization Status:

Please attach copy of current shot record

Pertinent information you would like to add regarding this child's medical or developmental status.

Any current diagnoses? _____

Any restrictions, pre-cautions or limitations? _____

Physician's Signature _____ Date _____

**Oneida County
Early Intervention Program
County Voucher**

Purpose: To request payment for Early Intervention Services, evaluations and other family support services provided in the Early Intervention Program in accordance with the contract with the County.

Functions:

1. Serves to initiate processing of bills submitted for payment for services claimed as provided in accordance with statute, regulations, Program policy and procedures and contract effective at said time of service provision.
2. Provides program and departmental approval for payment of claims as adjusted.

Completion Requirements:

1. Refer to sample voucher attached
 - a. Complete the following sections:
 - Claimant's name and address
 - Description of Service (as shown)
 - Amounts per Billing Tool
 - Total
 - Claimant's Certification

Submission Requirements:

1. The voucher is to be submitted according to completion procedure above along with Progress Reports, Billing Tools, and required attachments and documentation.
2. Mail to: Early Intervention Program, Oneida County Health Department, 185 Genesee St., 4th floor, Utica, NY 13501.

Payment for Services:

1. Any claims for services will be approved for payment according to audit results of supportive documentation as defined in the protocol of those documents.
2. Payment of approved vouchers will be made within the period stated in the contract.

**Oneida County
Early Intervention Program**

Provider/Evaluators

The provider shall provide at the time of execution of this contract a list of qualified early intervention providers performing evaluations and services utilizing this document, for that purpose hereto attached as C11 or a facsimile thereof. Thereafter, the list should be updated before an unidentified qualified provider commences with the provision of services.

Proof of State Central Registry of Child Abuse and Maltreatment (SCR) in accordance with attachment C12 and a copy of each employee's license/certification must be submitted to the County with the contract and/or on an ongoing basis as required.

During the contract the provider shall provide to the County, before new employees begin to provide services, the following:

- Proof of SCR clearance.
- Copy of License/Certification

State Central Register of Child Abuse and Maltreatment

Attached is:

- The Early Intervention Program Memorandum 2001-1, Reissued in November 2002 outlining the guidelines with respect to SCR database checks on provider employees
- The updated SCR database check form and instructions (revised 4/09)

Please be aware that to order SCR forms, the address listed in the Program Memorandum is no longer valid. Please use the address listed on the updated instructions.



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Antonia C. Novello, M.D., M.P.H., Dr.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

Reissued November 2002 Early Intervention Program Memorandum 2001-1

TO: Early Intervention Officials
Providers of Early Intervention Services
Other Interested Parties

FROM: Barbara McTague.
Acting Director
Early Intervention Program

SUBJECT: Guidelines on Database Check for Providers of Early Intervention Services through the State Central Register of Child Abuse and Maltreatment

The purpose of this memorandum is to provide guidance on Early Intervention Officials' and provider agencies' duties under Section 424-a of New York State Social Service Law, as amended by Chapter 578 of the Laws of 1997, to obtain a database check from the State Central Register of Child Abuse and Maltreatment for early intervention evaluators, service coordinators, and service providers who will have regular and substantial contact with children receiving early intervention services, who are being considered for employment or contracts, and who are currently employed or have contracts with municipalities or provider agencies.

I. Background

The New York State Child Protective Services Act of 1973¹ created a comprehensive program of child protective services, including the establishment of criteria for reporting and investigation of allegations of child abuse and maltreatment and a State Central Register of Child Abuse and Maltreatment ("SCR").² A key purpose of the SCR is to maintain a central record of reports of child abuse and maltreatment that are determined following investigation to be "indicated." An "indicated" report is a report for which there is determined to be some credible evidence child abuse or maltreatment occurred and was committed by an individual or individuals named as subject(s) of the report.

Chapter 480 of the Laws of 1980 amended the Child Protective Services Act to add Section 424-a of the Social Services law. The purpose of this provision was to improve the prevention of child abuse and maltreatment by requiring authorized agencies to inquire whether foster care or adoptive parents applicants and persons actively considered for employment in child-caring positions were subjects of an indicated report of child abuse or maltreatment. Section 424-a of the Social Services Law was subsequently amended in 1983, 1984, and 1985³ to improve "the assessment and evaluation of persons who will have the potential for regular and substantial contact

¹ Chapter 1039 of the Laws of 1973; Title 6 of Article 6 of the Social Services Law

² See also, 18 NYCRR Part 432 (Child Abuse and Maltreatment).

³ Child Abuse Prevention Act of 1985 (Chapters 676 and 677 of the Laws of 1985)

with children being cared for by child-caring agencies, programs, or facilities, through increased access to screening persons with the State Central Register of Child Abuse and Maltreatment."

II. Implementation Responsibility and Who Should be Checked through the SCR

In 1997, Section 424-a of the Social Services Law was amended to include early intervention services established under Section 2540 of the Public Health Law and requires or allows providers of early intervention services to access information contained in the statewide central register of child abuse and maltreatment as follows.⁴

- A. Under Social Services Law Section 424-a it is the responsibility of municipal Early Intervention Officials to implement procedures to ensure that Form LDSS-3370 (State Central Register Database Check Form) is completed and submitted to the SCR for:
 - (1) Any person who is being actively considered for employment and who will have the potential for regular and substantial contact with children who receive early intervention services.
 - (2) Any prospective individual contractors providing goods or services who will have the potential for regular and substantial contact with children who receive early intervention services.
- B. An Early Intervention Official *may request* that form DSS-L3370 be completed and submitted by:
 - (1) Current employees who have the potential for regular and substantial contact with children who receive early intervention services.
 - (2) Current *or* prospective consultants and volunteers who have the potential for regular and substantial contact with children who receive early intervention services.
 - (3) Current individual contractors providing goods and services who will have the potential for regular and substantial contact with children who receive early intervention services.
- C. Under Social Services Law Section 424-a it is the responsibility of early intervention provider agencies⁵ to implement procedures to ensure that Form LDSS-3370 is completed and submitted to the SCR for:
 - (1) Any person who is being actively considered for employment, and who will have the potential for regular and substantial contact with children who receive early intervention services.
 - (2) Any prospective individual contractors providing goods and services who will have the potential for regular and substantial contact with children who receive early intervention services.
- D. An early intervention provider agency *may request* that form LDSS-3370 be completed and submitted to the SCR for:
 - (1) Current employees who have the potential for regular and substantial contact with children who receive early intervention services.
 - (2) Current *or* prospective consultants and volunteers who have the potential for regular and substantial contact with children who receive early intervention services.
 - (3) Current individual contractors providing goods and services who will have the potential for regular and substantial contact with children who receive early intervention services.

For all mandated clearances, the database check must be completed and an acceptable response received from the SCR prior to *any unsupervised contact* between a child receiving early intervention services and the individual service provider.

⁴ Chapter 578 of the Laws of 1997. See Appendix A.

⁵ Incorporated entities, partnerships, sole proprietorships, municipalities, and state operated facilities operating under the approval of a state early intervention service agency as a provider of early intervention services.

The remainder of this memorandum uses a question and answer format to provide further guidance, including:

- Who should be checked through the SCR.
- Determining potential for "regular and substantial contact."
- How to complete a database check through the SCR.
- What happens and what to do when an individual checked through the SCR is the subject of an indicated report.

In addition, the Department of Health has collaborated with the Office of Children and Family Services (OCFS), the state agency responsible for maintaining the SCR, to make training available to municipal staff and early intervention provider agencies on the operational procedures to be used in performing database checks.

III. Questions and Answers About SCR Database Check Procedures

1. Who are providers of early intervention services?

There are two types of providers under the Early Intervention Program. *Individual providers* are those individual practitioners approved by the Department of Health to deliver service coordination, evaluations, or early intervention services. To be approved as individual providers of early intervention services, practitioners must have appropriate licensure, certification, or registration in one of the professions defined in program regulations as "qualified personnel"⁶ and meet the provider approval requirements established in program regulations.⁷

Early intervention provider agencies are those corporations, partnerships, sole proprietorships, state-operated facilities operating under the approval of any State Early Intervention Service Agency⁸, and municipalities approved by the Department of Health or other State Early Intervention Service Agency to deliver early intervention services to eligible children according to the requirements established in program regulations.⁹

Both types of providers under the Early Intervention Program are subject to the requirements under §424-a of Social Services Law. To be considered a provider of early intervention services for the purposes of the SCR database check, individuals and provider agencies must also have a contract with one or more municipalities.¹⁰

2. Who should be checked and who is responsible for completing a database check with the SCR?

⁶ Qualified personnel are defined at 10 NYCRR 69-4.1(jj) and include the following professionals: audiologists; certified occupational therapy assistants; licensed practical nurses, registered nurses and nurse practitioners; certified low vision specialists; occupational therapists; orientation and mobility specialists; physical therapists; physical therapy assistants; pediatricians and other physicians; physician assistants; psychologists; registered dietitians; school psychologists; social workers; special education teachers; speech and language pathologists and audiologists; teachers of the blind and partially sighted; teachers of the deaf and hearing handicapped; teachers of the speech and hearing handicapped; and, other categories of personnel as designated by the Commissioner.

⁷ See 10 NYCRR 69-4.5.

⁸ PHL Section 2541 defines State Early Intervention Service Agency to include the Department Of Health, State Education Department, Office of Mental Retardation and Developmental Disabilities, Office of Mental Health, Department of Social Services, and Office of Alcohol and Substance Abuse Services. Currently, only the Department of Health, State Education Department, and Office of Mental Health approve providers for the purposes of delivering early intervention services.

⁹ See 10 NYCRR 69-4.5.

¹⁰ The chief elected official of each municipality is responsible for the designation of an early intervention official to administer the Early Intervention Program and ensure the provision of early intervention services to eligible children residing within the municipality.

Individuals who are being considered for employment or a contract by an Early Intervention Official or provider agency and who will have regular and substantial contact with children receiving early intervention services must be checked through the SCR. Individuals who are currently employed by or under contract with an Early Intervention Official or provider agency, current or prospective consultants, and current or prospective volunteers may be checked through the SCR.

Early Intervention Officials or their designees are responsible for checking through the SCR ***any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive early intervention services.*** Early Intervention Officials or their designees are also responsible for *checking any prospective contractors* who will be individual providers of early intervention services and who will have the potential for regular and substantial contact with children receiving early intervention services through the SCR.

Early intervention provider agencies¹¹ are responsible for checking any person who is actively being considered for employment or for a contract to deliver early intervention services, and who will have the potential for regular and substantial contact with children, through the SCR.

For the purposes of enacting this statute, Early Intervention Officials or their designees and early intervention provider agencies may check current employees, contractors, consultants, and volunteers through the SCR who already have or have the potential for regular and substantial contact with children receiving early intervention services. This may include current employees who, because of a transfer or reassignment, have the potential for regular and substantial contact with children.

A database check must be completed for prospective employees and individual providers being considered for a contract prior to such individuals having any unsupervised contact with a child receiving early intervention services.

It is important to note that only employees may be checked through the SCR on a repeated basis, and employees can be checked through the SCR no more frequently than every six months. The LDSS-3370 form can only be submitted and checks received on a one-time basis for all others (individual contractors, consultants, and volunteers) who have or have the potential for regular and substantial contact with children receiving early intervention services.

All persons who have applied for employment, or a contract, or who are seeking to consult or volunteer must be notified that the municipality or provider agency will or may inquire into whether such person is the subject of an indicated child abuse and maltreatment report. All current employees, contractors, consultants, and volunteers must be notified prior to inquiries to the SCR regarding such persons by the completion and submission of form LDSS-3370.

3. If an early intervention provider agency is also a licensed child care provider, and the provider agency has been routinely obtaining database checks through the SCR for employees and contractors, is it necessary to obtain another database check for such persons to implement the law in regard to early intervention services?

No. If a licensed child care provider has received database checks through the SCR for its employees and contractors, it is not necessary to obtain an additional database check from the SCR for these employees and contractors. Under such circumstances, the employee or contractor would no longer be considered a prospective

¹¹ Incorporated entities, partnerships, sole proprietorships, municipalities, and state operated facilities operating under the approval of a state early intervention service agency and approved as a provider of early intervention services.

employee or prospective contractor. It would be permissible for the agency provider to obtain an additional database check for its employees (employees may not be checked any more frequently than every six months).

4. If an individual is a prospective employee or prospective contractor for either a provider agency or municipality, and has the potential for regular and substantial contact with children receiving early intervention services and for children receiving preschool special education services, must the individual receive a database check through the SCR for both purposes?

No. The provider agency and/or municipality need not check the same applicant twice in both capacities.

5. If a provider agency has been purchased by another corporation or entity, or has amended its certificate of incorporation, must the employees and contractors be checked through the SCR by the new entity?

No. If there is a change of ownership or an amended certificate of incorporation, a new database check is not necessary for current employees and contractors who have previously been checked through the SCR. The provider agency *may* seek a new database check for retained employees.

Any new applicants for employment or prospective contractors with the potential for regular and substantial contact with children receiving early intervention services would have to be checked through the SCR.

6. What constitutes “unsupervised contact”?

To determine what type of contacts are considered *unsupervised contacts* between children and an individual who is providing early intervention services, it is important to consider the context in which a service is being delivered. The following could be considered examples of unsupervised contact:

- Contact between children and the service provider at the service provider’s office, site of employment, a site operated by another provider agency, or other community setting (e.g., a day care center, nursery school, or family day care home) when the parent or person in parental relation¹² is not present and in the same physical location as the child (e.g., within visual contact of the child) *and* no other personnel are present and in the same physical location as the child.
- An encounter between children and a service provider in a therapy room when neither the parent nor person in parental relation, nor another employee of the agency is present.

7. How should a determination be made about whether an individual will have or have the potential for "regular and substantial contact" with children receiving early intervention services?

While the final determination of what may constitute “regular and substantial contact” with children receiving early intervention services will ultimately be with Early Intervention Officials or their designees and early intervention provider agencies, there are some general considerations that would apply in all cases.

The use of the terminology, “the potential for regular and substantial contact with children who are cared for by the agency,” as applied under SSL 424-a to employees, volunteers, consultants, and providers of goods and services, is clearly intended to make the provisions for screening such persons through the SCR applicable to more

¹² 10 NYCRR 69-4.1(h) defines person in parental relation as: (1) the child's legal guardian; (2) the child's standby guardian after their authority becomes effective pursuant to Section 1726 of the Surrogate's Court Procedure Act; (3) the child's custodian; a person shall be regarded as the custodian of a child if he or she has assumed the charge and care of the child because the parents, or legally appointed guardian of the minor have died, are imprisoned, are mentally ill, or have been committed to an institution, or because they have abandoned or deserted such child, or are living outside the state or their whereabouts are unknown; or (4) persons acting in the place of a parent, such as a grandparent or stepparent with whom the child lives, as well as persons who are legally responsible for the child's welfare; (5) except, this term does not apply to a child who is a ward of the state, and does not include a foster parent.

than just persons who have direct child-caring responsibility. Certainly such persons are included in the concept, but “regular and substantial contact” infers a degree of contact that is less direct child-care but more than casual or occasional. On the other hand, *it is not intended to require screening of everyone who may have occasional contact with children*. In addition, individuals who will only or primarily have contact with adults (e.g., parents or other caregivers), such as service coordinators, are not intended to be checked through the SCR.

In determining whom to include within the definition of “regular and substantial contact” it is necessary to give consideration to what may constitute “regular” contact and to what may constitute “substantial” contact. *Regular contact* would be more than a one-time contact. It would also be something other than a random set of contacts (e.g., contacts that occur over a period of time that are by chance or unplanned) even though the contacts occurred more than once with the same child. Regular also implies that there is some recurring basis to the contact, that is, it occurs once a day, once a week, twice a day, twice a week, twice a month, etc. An individual provider or employee who has contact with children receiving early intervention services on a recurring basis may be considered to have “regular” contact with children. This includes contact that occurs in any type of early intervention service delivery setting, including a provider site, community site¹³, or in children’s homes.

Substantial contact means contact that must last for some extended period of time, although no absolute time limit may be established for all circumstances. A brief contact of only a few moments in duration, or even a series of such contacts, would not be considered substantial contact. In addition, the person in contact with children should have an established role that involves some relationship to, or responsibility for the care and safety of the child in order for the person to be considered as having substantial contact with the child. For example, a service provider who may be alone for 15 minutes with children (regardless of the site where a service is being delivered) could generally given greater weight in making a “substantial contact” determination than a person in contact with children for a longer period of time in which parents or other personnel are present.

To meet the criteria of Social Services Law 424-a for completing a database check for persons with the SCR, such persons *must have the potential for both regular and substantial contact with children receiving early intervention services*. A person who has regular contact with children, even once every day, but whose contact could not be construed to be substantial, would not be a person about whom an inquiry to the SCR would be made. Similarly, a person who may have substantial contact with a child, in that a person may be alone with children for a substantial block of time, but whose contact is in no way regular (i.e., it happens only once or very infrequently without any recurring basis) would also not be a person whom inquiry to the SCR would be made.

Given these considerations, each early intervention official and provider agency must determine which persons being considered for employment or a contract must be checked with the SCR based on the provisions regarding “the potential for regular and substantial contact with children.” It is likely that the following persons being actively considered for employment or as a prospective contractor (or employees of such contractor) to provide the following early intervention services will have the potential for regular and substantial contact with children:

- Persons who will provide direct early intervention services to eligible children and their families and for whom the IFSP could include regular and substantial contact with a child receiving early intervention services (e.g., at least once or more a month for the duration of a six-month IFSP).
- Persons who serve as one-to-one aides for children receiving early intervention services.
- Persons who will provide transportation services to eligible children and for whom the IFSP could include regular and substantial contact with a child receiving early intervention services (e.g., at least once a month for

¹³ Community sites include the full range of community settings, including a child care center or family day care home, a relative’s home, a recreational center, library, etc.

the duration of a six-month IFSP).

- Persons who will provide respite services through employment or under contract with an Early Intervention Official or provider agency. It is important to note that when a family arranges for their own respite services (e.g., through family reimbursement mechanisms) Early Intervention Officials and providers *may not clear the respite provider through the SCR, if the respite provider is neither an employee nor contractor of an Early Intervention Official or provider agency.*

Transportation and respite contractors, as with provider agencies approved by the Department of Health or other state early intervention service agency, must check their own prospective employees and contractors who will have the potential for regular and substantial contact with children receiving early intervention services. Early Intervention Officials must notify the Department of Health of their transportation and respite contractors to arrange access to the SCR to these contractors through the Office of Children and Family Services.

It does not appear that persons being actively considered for employment or prospective contract to provide *only* service coordination services or evaluation services will have the potential for regular and substantial contact with children. *Service coordinators* primarily provide service coordination services through contact with parents or persons in parental relations of children receiving early intervention services. Under most circumstances, *evaluators* will not have regular contact with children receiving early intervention services. Although there may be substantial contact with children, it is unlikely that such contact will occur more than once or may occur infrequently (e.g., once every six months or once a year).

The final decision, however, as to whether a person must be checked with the SCR must be made by the Early Intervention Official (or designee) or the provider agency, based on their best judgment about the person's potential to have regular and substantial contact with a child or children receiving early intervention services.

8. **If an individual provider is under contract with more than one municipality, or is an employee of a provider agency and is seeking a contract with another municipality and/or provider agency to deliver early intervention services, who is responsible for checking the individual provider through the SCR?**

Each municipality and early intervention agency provider is responsible for checking the individual through the SCR *regardless of whether the individual has been previously checked through the SCR for employment by or contractual services with another municipality or provider agency.*

9. **Why is it necessary to check an individual provider who is currently under contract with another municipality or provider agency (or is currently employed by a provider agency) when that individual is being considered for a contract to deliver early intervention services?**

The SCR clearance is a "point in time" check to determine whether an individual has been the subject of an indicated report of child abuse or maltreatment. A database check is required at each time an individual is being considered as a prospective employee or contractor to determine that the individual has not been found to be the subject of a new indicated report of child abuse or maltreatment since previously checked by another employer or purchaser of early intervention services.

10. **Can an Early Intervention Official or provider agency seek more than one database check for an employee or contractor who has the potential for regular and substantial contact with children receiving early intervention services?**

Early Intervention Officials and provider agencies may conduct periodic database checks *only* for *employees* who have the potential for direct and substantial contact with children receiving early intervention

services. Such database checks can be conducted no more than once every six months after the required notice has been given to the employee.

Contractors, consultants, and volunteers may be checked only once through the SCR by a particular Early Intervention Official or provider agency. There are no provisions or requirements to complete a database check more than once for individuals with this status.

11. Should current employees, consultants, and volunteers who have the potential for regular and substantial contact with children receiving early intervention services be checked with the SCR?

It is advisable that database checks be completed for employees, consultants, and volunteers who have been hired, under contract, or volunteering since the effective date of Chapter 578 (September 17, 1997) and who have regular and substantial contact with children receiving early intervention services.

12. Should current contractors who have the potential for regular and substantial contact with children receiving early intervention services be checked through the SCR?

It is advisable that individual contractors from whom services have been purchased since the effective date of Chapter 578 (September 17, 1997) and who have the potential for regular and substantial contact with children receiving early intervention services be checked with the SCR. It should be noted that contractors may only be checked one time by the Early Intervention Official or provider agency through the SCR and database checks may not be obtained each time a contract is renewed.

13. How are database checks conducted?

The following steps are necessary to check persons with the SCR:

- Early Intervention Officials and provider agencies will be assigned an Agency Code and Resource Identification Number by the OCFS that allows them to inquire of the OCFS as to whether a person has been the subject of an indicated report of child abuse and neglect. The Department of Health is responsible for notifying the OCFS of current Early Intervention Officials and all provider agencies approved to deliver early intervention services and under contract with a municipality. Once OFSC has assigned the identification number, the Department of Health is also responsible for notifying Early Intervention Officials and provider agencies of their identification number.
- When an offer of employment or a commitment to engage an individual contractor or consultant is made, the applicant or prospective contractor should be informed that an inquiry will be made to the SCR and that the basis for making the inquiry is a statutory requirement. Form LDSS-3370 should only be given to those who have the potential for regular and substantial contact with children.
- Form LDSS-3370 must be completed in its entirety for each person for whom a database check is being sought and ***must be complete and legible***.
 - It is recommended that the first section on the form be completed by the personnel office (or other designated administrative office) as appropriate. Supplies of database check forms can be obtained by writing to: New York State Family Assistance, Bureau of Forms and Print Management, P.O. Box 1990, Albany, NY 12201. Form LDSS-3370 can be downloaded at <http://www.ocfs.state.ny.us/main/forms/cps/>.
 - It is recommended that the applicant complete the balance of the form and that the personnel office (or other designated administrative office), as appropriate, ensure that it has been filled out completely and legibly, and assist the applicant as necessary to encourage accuracy.
- The Early Intervention Official or provider agency may designate one or more persons to be responsible for

ensuring completion of the LDSS-3370 form and for receiving and processing responses from the SCR.

- A \$5.00 fee must be submitted with the LDSS-3370 form for *new employees only*. This fee may be charged to the prospective employee. ***There is no fee for database checks for current employees, contractors, consultants, or volunteers.***
- The completed Form LDSS-3370 must be *mailed* (do not submit the form electronically, by fax, or deliver it by hand) to:

State Central Register
P.O. Box 4480
Albany, NY 12204-0480

- SCR staff checks the information on the database check form against the SCR database. A computer generated listing of possible matches is produced and analyzed by child protective specialists in order to determine whether the person is the subject of an indicated report of child abuse or maltreatment. When a match is found, further review of records, including local social service district records, is conducted for the SCR to determine whether there is a preponderance of evidence to prove that the subject committed an act or acts of child abuse or maltreatment that resulted in an indicated report *and* that such act or acts are relevant and reasonably related to issues concerning his/her employment or regular and substantial contact with children. The SCR also contacts the person who was checked to address whether such person wants an administrative hearing to challenge the determination.
- Upon examination of the information submitted, the SCR will notify the Early Intervention Official or provider agency whether or not the applicant is the subject of an indicated child abuse or maltreatment report.

14. How and when will an Early Intervention Official or provider agency receive a database check response from the SCR after submission of the LDSS-3370 form?

The SCR will notify the inquiring Early Intervention Official or provider agency in writing that the person being checked either *has or has not been* found to be the subject of an indicated report of child abuse or maltreatment as defined under Section 424-a of Social Services Law.

The SCR written notification will be returned to the inquiring Early Intervention Official or provider agency (or other designated database check liaison) in an Office of Children and Family Services envelope marked confidential. Early Intervention Officials and provider agencies should establish procedures to ensure that the confidentiality of the SCR response and the person being cleared with the register is maintained.

If a person who is checked is not found to be the subject of an indicated report of child abuse or maltreatment, the Early Intervention Official or provider agency can expect that a response will be posted by the SCR within approximately ten days of the receipt of the clearance form, **provided that the LDSS-3370 form was completed in a legible and accurate manner.**

If the SCR finds that the person is the subject of an indicated report, before advising the Early Intervention Official or early intervention provider agency, the person is afforded the right to an administrative hearing to challenge the indication. Only after this process is completed will the SCR advise the Early Intervention Official or early intervention provider agency that the person is the subject of an indicated report.

The results received from the SCR are confidential pursuant to section 422(4)(A) of the Social Services Law and unauthorized disclosure by an individual may subject such individual to civil or criminal penalties.

At least 30 working days should be allowed for the SCR to respond to a database check request. If no response has been received after that amount of time, it is recommended that a call be made to the SCR to follow

up on the status of the clearance request. Calls should be placed to (518) 474-4670. When contacting the SCR, you should have the following information readily available:

- The name of the person for whom a database check request was submitted.
- A copy of the database check form submitted for the person.
- The date the database check form was sent to the register.
- The database category (e.g., employee, contractor, etc.).

The SCR staff may ask you to resubmit your database check request with a cover letter indicating to whom you have spoken and the date the original database check request was submitted. A contact name and phone number should be included in the letter so that the SCR can call back if there is a problem or more information is needed.

15. What are the responsibilities of the EIO or provider agency if an individual is the subject of an indicated report?

If notice is received from the SCR that a person is the subject of an indicated report of child abuse or maltreatment, it is advisable that the Early Intervention Official or provider agency seek appropriate counsel in making a determination whether to hire an applicant for employment, retain a current employee, enter or continue a contract, use a volunteer or hire a consultant who will have the potential for regular and substantial contact with children receiving early intervention services. Guidelines for evaluating persons who are the subjects of indicated reports of child abuse and maltreatment have been developed for use in this process by the former Department of Social Services and are available from the Office of Children and Family Services.

16. Who is responsible for monitoring provider agencies and municipalities to ensure that the requirements for obtaining database checks for individuals with the potential for regular and substantial contact with children receiving early intervention services are being met?

The New York State Department of Health is responsible for monitoring both provider agencies and municipalities to ensure that all federal and state law and regulations pertaining to the Early Intervention Program are met, including the requirement that database checks are obtained for individuals with the potential for regular and substantial contract with children receiving early intervention services.

Provider agencies may also be monitored by municipalities with which they have entered into a contract to deliver early intervention services in accordance with state law and regulations pertaining to the Early Intervention Program and/or terms of the municipal contract.¹⁴

IV. For More Information

Questions about the procedures, guidelines for evaluation persons who are the subject of indicated reports of child abuse and maltreatment, and responsibilities for obtaining a database check for persons as required or permitted under New York State Social Services Law Section 424-a should be directed to:

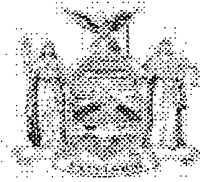
New York State Office of Children and Family Services – SCR
P.O. Box 4480
Albany, NY 12204-0480
(518) 474-5297

¹⁴ 10 NYCRR§69-4.12(2)

Questions about the Early Intervention Program or information about who should be checked through the SCR should be directed to:

New York State Department of Health
Bureau of Early Intervention
Corning Tower, Room 287
Empire State Plaza
Albany, NY 12237-0660
(518) 473-7016

bei@health.state.ny.us



David A. Paterson
Governor

NEW YORK STATE
OFFICE OF CHILDREN & FAMILY SERVICES
52 WASHINGTON STREET
RENSSELAER, NY 12144

Gladys Carrión, Esq.
Commissioner

Informational Letter

Transmittal:	09-OCFS-INF-04
To:	Commissioners of Social Services Executive Directors of Voluntary Authorized Agencies Directors of Day Care Centers and School-Age Child Care Programs
Issuing Division/Office:	Strategic Planning and Policy Development
Date:	August 4, 2009
Subject:	Changes in the LDSS-3370 Form for the Statewide Central Register Database Check
Suggested Distribution:	Directors of Social Services Adoption and Foster Care Supervisors
Contact Person(s):	Sharon Imam, Statewide Central Register, (518) 474-1567
Attachments:	Yes. LDSS-3370, Statewide Central Register Database Check, rev. 04/2009
Attachment Available Online:	http://www.ocfs.state.ny.us/main/forms/cps http://ocfs.state.nyenet/admin/forms/SCR

Filing References, if applicable (check on these –be sure that are correct and there are no typos)

Previous ADMs/INFs	Releases Cancelled	Dept. Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
			SSL 424-a		

I. Purpose

The purpose of this Informational Letter (INF) is to provide information about changes that have been made to the Statewide Central Register Database Check Form (LDSS-3370), which is completed by applicants who are screened by the New York State Statewide Central Register (SCR) to determine whether they are the subjects of indicated reports of child abuse or

maltreatment on file with the SCR. The INF describes new requirements for completing this form and describes how to obtain copies of the revised version of LDSS-3370.

II. Background

Agencies authorized to conduct database checks under Section 424-a of the Social Services Law are required to submit a fully completed Statewide Central Register Database Check Form (LDSS-3370) for each person to be screened through the SCR. Previously, the SCR required applicants who completed the LDSS-3370 to provide a complete address history dating back either to 1973, which is the year that the SCR started storing information about child abuse and maltreatment, or to the applicant's 18th birthday, whichever was most recent.

The Office of Children and Family Services (OCFS) has now changed its requirements regarding the timeframe for which address history must be provided by persons who are screened. This was done for two reasons.

First, because information regarding child abuse and maltreatment remains in the SCR database for, at most, a period of 28 years, there is no longer any information in the database dating back to 1973, and thus there is no reason to ask for address history that far back. Therefore, OCFS has determined that applicants should only have to provide their address history for the period for which it could have information in its database (i.e., 28 years.)

Second, the SCR had not previously asked applicants to provide address information for periods before their 18th birthdays because persons under the age of 18 are not generally the subject of an indicated report of child abuse or maltreatment. However, a person who is a *parent* and under eighteen *can* be the subject of an indicated report of child abuse or maltreatment of his or her own child. Also, persons under the age of 18 who work in certain child care settings, such as day care programs, can be subjects of reports. Therefore, in order to be sure that it captures *complete* information about any indicated reports of child abuse or maltreatment, OCFS is now requiring applicants to provide address history information that includes addresses for the years prior to their 18th birthdays.

III. Program Implications

Previously, an applicant who was required to be screened by the SCR was required to provide address information for him/herself (and in some cases also for everyone living in the applicant's household who was 18 years of age or older) dating back to either January 1973 or the person's 18th birthday, whichever was most recent. As of June 19, 2009, those requirements for providing address information were no longer applicable.

Applicants must now provide their current address and any other addresses at which they have resided for the last 28 years, including street, city and state. For adoption, foster care, family and group family day care, the same address history for household members 18 years of age and older must also be included.

Other requirements for completing the LDSS-3370 remain unchanged.

SCR staff understands that some people may find it difficult to provide complete detailed information about address history for their childhood years. Provider agencies should advise applicants to do the best that they can in completing the LDSS-3370, providing at least the name of the city and state in which they lived for each time period, even if they do not know a street number or street name. SCR staff will be reasonable when determining the acceptability of address history information provided by screening applicants.

OCFS has issued a revised Statewide Central Register Database Check form (LDSS-3370), which should be used starting immediately. The revised form supports the new requirements for providing information about an applicant's address history. These new forms contain appropriate instructions for providing address history in the section labeled "Applicant Information / Address Area."

Provider agencies should discard all copies of previous versions of the Statewide Central Register Database Check Form (LDSS-3370), and obtain copies of the newly revised form to give to persons who must be screened.

Copies of the revised Statewide Central Register Database Check form (LDSS-3370) can be downloaded from the OCFS internet website using this link: <http://www.ocfs.state.ny.us/main/forms/cps>, and from the OCFS intranet website using this link: <http://ocfs.state.nyenet/admin/forms/SCR>.

Provider agencies can order copies of the revised Statewide Central Register Database Check Form (LDSS-3370) by using the Request for Forms and Publications, (OCFS-4627), which can also be accessed from the above websites or can be ordered by phone at 518-473-0971.

/s/ Nancy W. Martinez

Issued By:

Name: Nancy W. Martinez

Title: Director

Division/Office: Strategic Planning and Policy Development

Instructions for Completing the Statewide Central Register Database Check Form**LDSS-3370**

- ALL information on the form must be easily read so that data entry and results are accurate. Each SCR Database Check submitted should be reviewed for completeness and legibility by the program/agency liaison. If the form is incomplete or illegible, it will be returned to the agency for corrections.

THE PROPER WAY TO COMPLETE THE FORM:**AGENCY INFORMATION****TOP LINE OF FORM:**

- The three-digit agency code must be placed in the top left-hand box, followed by the Resource I.D. (RID) in the next box to the right. (Contact the licensing agency if there are any questions about these.)
- Daycare providers must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID number. (Contact your licensing agency/Regional Office if you have any questions).
- Clearance Category letter code (see back of Form LDSS-3370) must be placed in the middle box.
- Phone number (with area code) enables the SCR to contact the agency liaison if this becomes necessary.
- The Request ID Box is for SCR use only.

AGENCY ADDRESS AREA:

- Agency Name: Please use full name, no abbreviations
- Agency Liaison is the contact person at the inquiring agency. (*The SCR response will be addressed to the liaison.) **The liaison cannot be the applicant or a relative of the applicant.**
- Agency Address: Must include street, city

APPLICANT INFORMATION**APPLICANT/HOUSEHOLD MEMBER AREA:**

- **ALL HOUSEHOLD MEMBERS, ADULTS AND CHILDREN, WHETHER RELATED TO THE APPLICANT OR NOT, ARE TO BE LISTED IN THIS AREA OF THE FORM.**

- Remember to **write clearly** or **type** all information in order to assist in obtaining an accurate response. Record all names with the last name first, then the first name, and middle name.
- First line: Applicant's name. If there is more than one applicant place the additional name(s) on the lines below the maiden name line.
- Second line: Any maiden names, previous married names, or aliases by which the applicant is or has been known. Use additional lines if there is more than one maiden/married/alias name to be listed.
- Remaining lines: Names of all other household members. (Attach an additional page if needed.)

If there are no other household members, indicate NONE on the line below "Maiden/Alias".

- First column: indicate the relationship to the applicant of each person listed. (Spouse, son, daughter, mother, father, friend, etc.)
- Sex M/F column: fill in either M (Male) or F (Female) for every person listed.
- Date of Birth column: fill in complete date of birth (mm/dd/yy) for everyone listed on the form.

ADDRESS AREA:

The information required varies depending on the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for categories), provide addresses for the applicant and any household member who is 18 and older. We need this information for the last 28 years. Attach supplemental pages if necessary, but **do not use another LDSS-3370 form** to list this additional information. Be sure to associate address histories with particular individuals (i.e., indicate which addresses are for which household members).
- For all other categories, only the applicant's address history is required – for the last 28 years.
- Complete addresses are required. Include street name and city/town/village. Also include street number and apartment number. **Post Office Box numbers are not acceptable.** If the applicant has lived abroad, indicate country and dates of residence. If the applicant has spent time in the military, list base names and locations along with dates. **Be sure that there are no periods of time unaccounted for.**
- The top line is for the current address. The previous address should be listed on the second line downward, and so on to the back of the form for the last 28 years. Staple the attached supplemental page to the form if more space is needed, but do not use another copy of the LDSS-3370 for this additional information.

SIGNATURE AREA:

Signatures required depend upon the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for category), signatures are needed from the applicant and any household member who is 18 or older.
- For all other categories, only the applicant's signature is required.
- All signatures must correspond to the names recorded in the Applicant/Household Member Area-for example; Mary Smith should not sign Mary Ann Smith. Victoria Smith should not sign Vicki.
- Applicants must sign in the boxes marked "Applicant's Signature", household members over 18 who are not applicants must sign in the boxes at the extreme bottom of the page marked "Signature".
- All signatures must be dated (mm/dd/yy). **The SCR will not accept a form with a signature date more than 6 months old.**

If you have questions regarding proper completion of this form, **please call the SCR at 518-474-5297.**

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

**STATEWIDE CENTRAL REGISTER
P.O. BOX 4480
ALBANY, N.Y. 12204-0480**

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

Please access the (OCFS-4627) **Request for Forms and Publications**, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/>
Internet: <http://www.ocfs.state.ny.us/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:
THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
STATEWIDE CENTRAL REGISTER DATABASE CHECK
Agency Use Only

SCR USE ONLY
REQUEST I.D.:

ALL INFORMATION MUST BE COMPLETE. PLEASE PRINT OR TYPE

AGENCY CODE:	RESOURCE I.D. (RID)	CHILD CARE FACILITY SYSTEM (CCFS) NUMBER:	CATEGORY USE ALPHA CODE:	PHONE NUMBER (Area Code): () -
PRINT BELOW THE ADDRESS ASSOCIATED WITH YOUR RID/CCFS NUMBER: AGENCY NAME: _____ AGENCY LIAISON: _____ STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____			The particular classifications of persons who must or may be screened are set forth on the reverse side of this document. The alpha codes to complete the "Category" box above are also on the reverse side of this form FOR ALL CATEGORIES: Complete the following for yourself, your spouse, your children and any other person(s) in your home at the present time. MAKE SURE YOU COMPLETE ALL MAIDEN NAME/ALIAS SECTIONS THAT APPLY. IF NONE, STATE "NONE" List RELATIONSHIP in the fields below (see reverse side for instructions) Attach additional page if necessary.	

The purpose of collecting the demographic data on *other persons in your household* who are not screened pursuant to Section 424-a of the Social Services Law is to enable the N.Y.S. Office of Children and Family Services to identify with the greatest degree of certainty whether the person(s) being screened is the subject of an indicated child abuse or maltreatment report. The utilization of this information in a discriminatory manner is contrary to the Human Rights Law.

APPLICANT/HOUSEHOLD MEMBER AREA *PLEASE TYPE OR PRINT CLEARLY

RELATIONSHIP TO APPLICANT	LAST NAME	FIRST NAME	SEX M/F	DATE OF BIRTH
APPLICANT				
MAIDEN/ALIAS				

Please provide your current address and any other addresses at which you have resided for the last 28 years, including street, city and state. For Adoption, Foster Care, Family and Group Family Day Care, also include the same address history for household members 18 of age and older.

CURRENT STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO

I affirm that all the information provided on this form is true to the best of my knowledge. I understand that if I knowingly give false statements, such action could be grounds for denial or dismissal from employment or denial or revocation of a license, certificate, permit, registration or approval.

APPLICANT'S SIGNATURE	DATE	APPLICANT'S SIGNATURE	DATE
-----------------------	------	-----------------------	------

EIGHTEEN YEARS OLD OR OVER:

I understand that as a person eighteen years of age or over in a home of an applicant to become an Adoptive or a Foster Parent or a Family or Group Family Day Care provider, the information I have provided will be used to inquire of the Statewide Central Register to determine if I am the subject of an indicated report of child abuse or maltreatment.

SIGNATURE	DATE	SIGNATURE	DATE
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AGENCY LIAISON INSTRUCTIONS

Please verify that each form is completed. Incomplete forms will be returned to the sender. For ADOPTION, FOSTER CARE, and FAMILY and GROUP FAMILY DAY CARE, if both spouses are applicants, both are to sign. Persons eighteen years old and over residing in the home of applicants for ADOPTION, FOSTER CARE and FAMILY AND GROUP FAMILY DAY CARE also must sign the form.

AGENCY CODE

Record your 3-digit agency code. **NOTE:** Day Care, Family and Group Family Day Care and Camps must provide the agency code of the agency or office which issues your license or certificate. Verify your Alpha or Alpha/Numeric 3 digit code with your licensing agency.

DAYCARE PROVIDERS

Must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID (RID) number. (Contact your licensing agency/Regional Office if you have any questions).

RESOURCE I.D. (RID)

Record your RESOURCE I.D. (RID) in this field. OCFS, OMH, OMRDD, DOH, OASAS and SED licensed agencies and programs, and Local Departments of Social Services, have RID'S as of 9/01. Verify your RID with your licensing agency. If you need assistance, email: ocfs.sm.conn_app@ocfs.state.ny.us

CLEARANCE CATEGORIES

Record the appropriate category.

- F - Prospective/new employee other than day care employees. (fee required - see below)*
- D - Prospective employee (Local DSS district - bill against reimbursement)**
- Y - Prospective Day Care employee
- Y - Provider of goods/services
- Y - Applying to be a group family day care assistant.
- Q - Applying to be group family day care provider.
- Z - Prospective volunteer/consultant.
- X - Applying to be adoptive parents pursuant to an application pending before the inquiring agency.
- W - Applying to be foster parents or family care home providers.
- R - Applying to be kinship foster parents.
- P - Applying to be family day care provider.
- N - Applying for a license to operate a day care center. (To be submitted by authorized licensing agency only.)
- M - Director of a summer camp, overnight camp, day camp or traveling day camp.
- E - Current employee.

AGENCY LIAISON

Record the name of the person to whom the response should be sent (**cannot be the same as applicant or related to the applicant**).

APPLICANT/HOUSEHOLD MEMBER AREA INSTRUCTIONS- This information is to be provided by the applicant/employee/provider. See front of form.

APPLICANT (S) (at least one person must be so designated)-USE FIRST LINE

MAIDEN NAME/ALTERNATIVE/AKA: must be completed for every applicant. Record **ALL** previous names used. Start with second line.

Use as many lines as needed (One last name per line)

OTHER HOUSEHOLD MEMBERS: describe relationship to applicant, e.g., son, daughter, father, mother, friend, etc. on remaining lines

(ATTACH ADDITIONAL PAGE IF NECESSARY)

IF NO OTHER HOUSEHOLD MEMBERS, record NONE on line below MAIDEN/ALIAS.

*Social Service Law 424-a requires the collection of fees for certain categories. A certified check, postal or bank money order, teller's check, cashier's check or agency check made payable to "New York State Office of Children and Family Services" in the amount of five dollars, is to accompany the form. The check also is to include the applicant's name and the agency code.

N.B.: **a separate check must accompany each form.**

**Social Service Law 424-a, allows local DSS to bill against their reimbursement the charge collected for screening prospective employees.

If you have questions regarding proper completion of this form, please call the SCR at 518-474-5297.

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

**STATEWIDE CENTRAL REGISTER
P.O. BOX 4480, Attention: Service Center Unit
ALBANY, N.Y. 12204-0480**

Please access the (OCFS-4627) **Request for Forms and Publications**, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/>
Internet: <http://www.ocfs.state.ny.us/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:

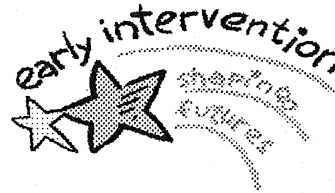
THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENNELAER, NY 12144. If you have difficulty accessing a form on either site, you can call the automated forms hotline at 518-473-0971.

Waste Management

In accordance with the Oneida County Board of Legislators Resolution #249, passed May 26, 1999, the Contractor must provide proof, in writing, that all waste and recyclables in the Oneida-Herkimer Solid Waste Authority's service area generated by the Contractor and any subcontractors in performance of this contract are delivered exclusively to the Oneida-Herkimer Solid Waste Authority facility.

The following proof is to be attached hereto and made a part hereof and must include:

1. Copy of agreement between Contractor and waste hauler, or if applicable, statement from Contractor, identifying the Contractor's waste hauler and the hauler's delivery location; and/or
2. Certification from the Oneida-Herkimer Solid Waste Management Authority stating the Contractor's waste hauler delivers waste and recyclables to one of the Authority's facilities.



Oneida County Health Department
Early Intervention Program
185 Genesee St., 4th floor, Utica, New York 13501

C14

Policy & Procedure

P&P#:

Title: Health, Safety and Sanitation

Ref:

Policy:

All persons (employed or contracted) representing the OCHD-EI program in any capacity will adopt and adhere to safe work practices. The purpose of this is to protect the child enrollee as well as the employee/ contractor/ family from communicable disease and/or injuries that could potentially occur in the EI setting.

Procedure:

**Health, Safety and Sanitation Components to Include in Written Policy
and to Apply When Delivering Facility-Based Early Intervention Services**

Early Intervention Program regulations require individual and agency providers who are approved to deliver services in a facility-based setting to develop and maintain written health and safety policies and procedures applicable to their particular practice.

Providers approved to deliver services in a facility-based setting should include the following health, safety, and sanitation components in their written health and safety policies and apply them in their practices, as appropriate. This includes, but is not limited to, the following:

1. The facility provides a safe physical environment for children, persons delivering services, and other individuals that access the premises:

For all providers:

- Fire alarm and detection systems are present and documented to be in working order, as indicated by documentation of periodic testing and maintenance in accordance with manufacturer's instructions and/or applicable code and state licensing. The New York State Department of State, local municipalities, and local fire districts establish building and fire codes that early intervention facility-based providers **must** be aware of and comply with. Specifically, fire detection, alarm, and suppression equipment appropriate to the type of building construction, size, height, and occupancy must be provided and maintained in accordance with the applicable requirements of the New

York State Uniform Fire Prevention and Building Code and applicable local fire safety codes.

- Fire extinguishers are inspected annually and tagged to certify they are in working order as demonstrated by gauge showing full charge. Extinguishers with seals must have unbroken seals, and providers must have knowledge of how to operate extinguisher(s).
- Evacuation routes are clearly posted and known to all staff.
- Health and Safety drills including Evacuation drills are conducted at least monthly. Drills are documented and recommendations for improvements shall be recorded.
- Building access and egress are secure, including preventing accidental access to outside areas.
- Hallways and exits are free from clutter and obstructions.
- Access to building hazards is restricted, including to portable heaters, pools, ditches, wells, open or easily accessible windows, etc.
- Stairs, walkways, ramps and porches are free of ice, snow, and other hazards.
- Furniture is safely arranged and secure, including highchairs with safety straps.
- Radiators and electrical outlets are properly covered and child proof.
- Trash is covered and stored appropriately.
- Bathroom facilities are clean, appropriately sanitized; and supplied with toilet paper, soap, and disposable towels.
- Toilets/sinks are accessible to children (special bathroom facilities, potty chairs, stepstools, etc.).
- Diapering facilities are available and include appropriate disposal containers; surfaces are sanitized after each use.
- Linens, blankets, bedding, cribs, cots, mats are clean and are changed/cleaned before use by another child.
- No evidence of insect or rodent infestation is present.
- Toxic materials, including cleaning supplies, flammable substances, prescription drugs, over-the-counter medicine, lighters, and matches must be locked in a locked storage cabinet, inaccessible to children, and stored away from food. Plants must also be inaccessible to children.
- Any pets on premises pose no threat to children.
- No peeling or damaged paint or plaster.
- Small objects, plastic bags, Styrofoam, and other potentially harmful objects are inaccessible to children.
- No obvious dampness or odors.

2. The provider delivers services in a way that protects the health and safety of children and other persons involved in the delivery of services, including employing a policy for adequate emergency procedures.

For all providers:

- Children are supervised at all times, including during toileting.
- Consumption of, or being under the influence of, alcohol or controlled substances is stated to be prohibited.
- Emergency contact numbers are posted and readily available.
- Provider illness, emergency, or other inability to provide services is addressed.
- Child illnesses and emergencies are addressed, including:
 - ✓ procedures to address emergency health situations, such as administration of first aid/CPR, if certified, or contacting emergency medical personnel

- ✓ emergency contact procedures, including notifying parents and obtaining emergency consents
- ✓ procedures for notification to the Early Intervention Official of serious child illnesses or emergencies
- ✓ procedures for addressing self-injurious behavior
- ✓ procedures for addressing routine, non-emergency child illnesses
- Equipment/materials/toys are developmentally appropriate, in good condition, cleaned and sanitized after each use, especially after use by children who are ill or if items come in contact with bodily fluids.
- Universal precautions are used, as appropriate, including:
 - ✓ hand washing/sanitation before providing services to children, after diapering, handling animals, in contact with any bodily fluids, or before and after eating. Hand washing signs shall be posted in the rest rooms
 - ✓ availability and use of disposable gloves
 - ✓ handling of potentially infectious bodily fluids (e.g., blood), including the cleaning and disinfecting of soiled surfaces; policy and practice should include a 10% solution of bleach and water prepared fresh each day or equivalent disinfectant. 10% bleach solution is equivalent to 1 part bleach to 9 parts water (Keep bottle labeled and securely stored to prevent accidental ingestion or contact)
 - ✓ adequate disposal of waste in a secure leak-proof plastic bag
- Smoking is prohibited in indoor areas, outdoor areas in use by children, and in vehicles while children are being transported. Smoking is not permitted in agency vehicles, buses, etc. regardless if children are present. Smoke smell lingers and causes allergic symptoms in some children.
- Health and safety incidents are documented, including child illnesses, injuries, and signs of abuse/maltreatment. Incidents may be recorded by the agency or the parent/guardian. Incident records shall be maintained and be available upon an audit.

For agency providers only:

- If applicable, prescription and over the counter medications are administered and stored in a safe manner according to the requirements of the applicable State standards. Administration of all medication (prescription and over-the-counter) is documented.
- If applicable, food sanitation and safety in preparation, serving and storage of food is addressed according to New York State Public Health Law, Section 225, Part 14. This includes use of suitable utensils and/or sanitary gloves to prepare food; use of suitable utensils, sanitary gloves, waxed paper, or napkins to serve food; frequent cleaning and appropriate sanitizing of food contact surfaces; washing, rinsing, and sanitizing of tableware after each use.

3. The provider is in compliance with other applicable local or State standards that apply.

For all providers:

- Copies of:
 - ✓ current Certificate of Occupancy, if applicable
 - ✓ documentation of current building inspection, if applicable
 - ✓ documentation of current fire inspection

Please note, local code enforcement officials may be a resource in this regard.
- For day care providers, current NYS day care permit/license/registration as follows:

- ✓ outside NYC, if operating more than 3 hours per day with 3 or more children
 - ✓ within NYC, if operating with more than 6 children, regardless of number of hours of operation
- There is a written process in place to report suspected child abuse and maltreatment, or to cause a report to be made, including notification to the New York State Central Register of Child Abuse and Maltreatment according to the New York State Social Services Law, Section 413 or Section 414, as appropriate, when there is reasonable cause to suspect that a child coming before a provider in their professional or official capacity is an abused or maltreated child.

For agency providers only:

- All new employees and contracted individuals who have the potential for regular and substantial contact with children are screened through the New York State Central Register of Child Abuse and Maltreatment, prior to unsupervised contact with children, according to the New York State Social Services Law, Section 424-a.

4. The provider is in compliance with New York State Department of Health Early Intervention Program regulations and standards, and New York State Education Department regulations regarding Qualified Personnel.

For all providers:

- All individuals providing early intervention services have the appropriate licensure, certification, registration, or documentation requirements in the area in which they are providing services. Please note the following particular circumstances:
 - ✓ A New York State Education Department's provisional/permanent certification in special education or initial/professional certification as a Teacher of Students with Disabilities (birth—grade 2) may provide early intervention services, as appropriate.
 - ✓ Documentation identifying the licensed speech-language pathologist who provides supervision to the individual completing their nine months of supervised contact and/or Clinical Fellowship Year (CFY), as well as terms of the supervision.
 - ✓ Notification of Approval or Form 6, or documentation that an individual completing their nine months of supervised experience possesses a Masters degree in speech-language pathology; is employed by the agency where s/he is completing their supervised experience; and is supervised by a licensed, registered speech-language pathologist from the same agency that employs the individual completing their nine months of supervised experience.
 - ✓ A Department of Health-approved, child-specific waiver requested by the Early Intervention Official to allow a teacher of the speech and hearing handicapped to provide early intervention speech therapy services to a particular child, under certain circumstances.

For agency providers delivering facility-based services, all current and future staff receive training regarding health and safety policies and procedures, and are evaluated to ensure procedures are being followed. All contractors who deliver services on behalf of the provider are made aware of appropriate health and safety practices and are monitored to ensure appropriate health and safety practices are being followed.

**Health, Safety and Sanitation Components to Apply When
Delivering Home and Community-Based Early Intervention Services**

Providers approved to deliver home and community-based early intervention services should apply the following health, safety, and sanitation components in their practices, as appropriate. This includes, but is not limited to, the following:

1. The provider delivers services in a way that protects the health and safety of children and other persons involved in the delivery of services, including during emergencies:

For all providers:

- Children are supervised at all times. Parent/caregiver is present during service delivery when services are delivered in the home.
- Consumption of, or being under the influence of, alcohol or controlled substances is prohibited.
- Emergency contact numbers are posted and readily available.
- Provider illness, emergency, or other inability to provide services is addressed.
- Child illnesses and emergencies are addressed, including:
 - ✓ procedures to address emergency health situations, such as administration of first aid/CPR, if certified, or contacting emergency medical personnel
 - ✓ procedures for notification to the Early Intervention Official of serious problems, when appropriate
 - ✓ procedures for addressing self-injurious behavior
 - ✓ procedures for addressing routine, non-emergency child illnesses
- Equipment/materials/toys are developmentally appropriate, in good condition, cleaned and sanitized after each use, especially after use by children who are ill or if the items come into contact with bodily fluids.
- Universal precautions are used, as appropriate, including:
 - ✓ hand washing/sanitation before providing services to children, after diapering, handling animals, in contact with any bodily fluids, or before eating
 - ✓ availability and use of disposable gloves
 - ✓ handling of potentially infectious bodily fluids (e.g., blood), including the cleaning and disinfecting of soiled surfaces; policy and practice should include a 10% solution of bleach and water prepared fresh each day or equivalent disinfectant. 10% bleach solution is equivalent to 1 part bleach to 9 parts water
 - ✓ adequate disposal of waste in a secure leak-proof plastic bag
- Health and safety incidents are documented, including child illnesses, injuries, and signs of abuse/maltreatment.

2. The provider is in compliance with other applicable local or State standards, as appropriate.

For all providers:

- There is knowledge of a process to report suspected child abuse and maltreatment, or to cause a report to be made, including notification to the New York State Central Register of Child Abuse and Maltreatment according to the New York State Social

Services Law, Section 413 or Section 414, as appropriate, when there is reasonable cause to suspect that a child coming before a provider in their professional or official capacity is an abused or maltreated child.

For agency providers only:

- All new employees and contracted individuals who have the potential for regular and substantial contact with children are screened through the New York State Central Register of Child Abuse and Maltreatment, prior to unsupervised contact with children, according to the New York State Social Services Law, Section 424-a.

3. The provider is in compliance with New York State Department of Health Early Intervention Program regulations and standards, and New York State Education Department regulations regarding Qualified Personnel.

For all providers:

- All individuals providing early intervention services have the appropriate licensure, certification, registration or documentation requirements in the area in which they are providing services. Please note the following particular circumstances:
 - ✓ A New York State Education Department's provisional/permanent certification in special education or initial/professional certification as a Teacher of Students with Disabilities (birth—grade 2) may provide early intervention services, as appropriate.
 - ✓ Documentation identifying the licensed speech-language pathologist who provides supervision to the individual completing their nine months of supervised contact and/or Clinical Fellowship Year (CFY), as well as terms of the supervision.
 - ✓ Notification of Approval or Form 6, or documentation that an individual completing their nine months of supervised experience possesses a Masters degree in speech-language pathology; is employed by the agency where s/he is completing their supervised experience; and is supervised by a licensed, registered speech-language pathologist from the same agency that employs the individual completing their nine months of supervised experience.
 - ✓ A Department of Health approved, child-specific waiver requested by the Early Intervention Official, to allow a teacher of the speech and hearing handicapped to provide early intervention speech therapy services to a particular child, under certain circumstances.

For agency providers delivering home/community-based services, all current and future staff receive training regarding health and safety procedures and are evaluated to ensure procedures are being followed. All contractors who deliver services on behalf of the provider are made aware of appropriate health and safety practices and are monitored to ensure appropriate health and safety practices are being followed.

The following reference materials will be of assistance to early intervention service providers to develop and implement health and safety policies relevant to their unique situation:

- American Public Health Association and American Academy of Pediatrics under a grant from the U.S. Health Resources and Services Administration. *Caring for Our Children—National Health and Safety Performance Standards: Guidelines for Out-of-Home Child Care Programs*. Washington, DC: APHA & APA, 1992.

- Shapiro Kendrick, A., Kaufmann, R. and Messenger, K.P., eds. *Healthy Young Children*. Washington, DC: National Association for the Education of Young Children, 1995.
- Centers for Disease Control and Prevention Website, www.cdc.gov/ncidod.

APPROVED:

Original: X **Date:** 8/7/02 **By:** Theresa Kapes

Reviewed: To be reviewed annually

Revised:

Date:

By:

Date: 11/28/2006

04/30/2007

05/07/2007

Approved

By: SCK

 SCK

 SCK

Corporate Compliance

The contractor is required to have a Corporate Compliance Policy sufficient to comply with the requirements of the Office of Health and Human Services and the NYS Office of Medicaid Inspector General. This policy has to remain in effect throughout the duration of this contract and this policy and its procedures must be communicated to the contractor's employees by the contractor or their agent. In such cases where the contractor does not have a Corporate Compliance Policy that meets the requirements, they will be required to utilize and conform to the policy of the Oneida County Health Department.

Exhibit D
Description of Services

1. Representations:

The Contractor represents and warrants that it has fully and accurately completed Exhibit E entitled "Agency Provider Information Form," or Exhibit F, entitled "Individual Provider Information Form," as appropriate, and if applicable, Exhibit G, entitled "Site Information Form." A separate Exhibit G shall be included for each facility or site owned or leased by the Contractor for the purposes of providing Early Intervention Services. The Contractor shall notify the County and State approving agency within five (5) days of any change in the information provided in Exhibit E, Exhibit F or any Exhibit G.

2. Early Intervention Provider Approval:

- a. The Contractor shall be approved to provide Early Intervention Services by either the NYSDOH or NYSED.
- b. The Contractor shall contact the Oneida County, Early Intervention Program immediately upon becoming aware that the New York State certification and/or License, Drug Enforcement Agency (DEA) registration, Medicare or Medicaid certification of any staff member, employed or contracted, is restricted, suspended or temporarily and/or permanently revoked by any regulatory authority. The County shall then immediately notify the NYSDOH.
- c. The Contractor shall require verification that any agent otherwise required by law, employee, or subcontractor have documentation of completion of a child abuse course.
- d. The Contractor shall maintain on file current copies of New York State certification and/or License and documentation of continuing education programs as required by the NYSDOH for any agent, employee or subcontractor and produce such documentation upon request of the County and/or NYSDOH or their respective designee.
- e. Use of the New York State Child Abuse Register shall be required, with respect to all Individual providers as well as Agency staff employed or contracted, when required by law, and, in the case of Agency Contractors, when an authorization code is issued to the Contractor by the appropriate New York State agency.

3. Immunizations:

The Contractor shall require the following of all personnel as a condition of employment or affiliation, in accordance with the NYSDOH 1998 Immunization Guidelines for Health Care Providers:

- a. NYCRR Section 405.3 and 763.13 requires that health care workers must prove immunity to measles and rubella.
- b. In addition, Federal regulations 29 CFR Part 1910.1030 states that employers shall make available hepatitis B vaccine to all employees who have occupational exposure to hepatitis B.
- c. The Advisory Committee on Immunization Practices (ACIP) strongly recommends that employees who have contact with patients at high risk for complications of influenza receive yearly influenza vaccination. The ACIP also strongly recommends that all susceptible health care workers be vaccinated against varicella.
- d. It is recommended that health care workers have proof of immunity to tetanus-diphtheria.
- e. PPD (Mantoux) skin test for tuberculosis prior to employment or affiliation and at annual intervals thereafter in the case of negative findings. Positive findings requires appropriate clinical follow-up, but no repeat skin tests.
- f. Documentation of an annual physical for an Individual Contractor for any Provider of Services, employed, or contracted, for any Agency Contractor is recommended upon execution of the Agreement and then an annual health update, during the term of this Agreement. However, the County retains the right to request a physical in place of an annual health update at any time.

4. Provision of Services:

- a. All Services shall be conducted by appropriately licensed or qualified professionals in accordance with the Act and the Regulations, including the provisions for confidentiality and parental consent, in accordance with generally accepted standards of professional quality, and in accordance with County directives, NYSDOH Early Intervention Program Memoranda documents, Clinical Practice Guidelines, procedures manuals and quality assurance documents, including County Early Intervention Program procedure manuals in effect at commencement of the term of this Agreement and any subsequent amendments thereto.
- b. The Contractor shall provide such professional Services as may be necessary to accomplish the work required to be performed under and in

accordance with this Agreement and in accordance with the IFSP for each Child.

- c. The Contractor shall forward to the County annually, on or before January 1 of each year during the term of this Agreement, a complete list of its employees, agents and subcontractors providing Services, including names and areas of certification. The Contractor shall notify the County of any additions or deletions to such list as they occur.
- d. The Contractor shall have the capability to deliver Services on a twelve-month basis and provide flexibility in hours of service delivery.

5. New York State Department of Health and State Education Department Approval Letters:

The Contractor shall provide only Services for which it has been approved by the NYSDOH or State Education Department (SED) for the entire catchment area for which it has been approved to the extent allowed by his/her/its capacity. The Contractor shall provide the County with the approval letter issued by the NYSDOH or SED. If approval is amended by NYSDOH or SED, amended approval letters shall be forwarded to the County. No newly approved Services shall be provided until receipt of the amended approval letter is acknowledged by the County. Such approval, or as applicable, amended approval letter shall be attached to this Agreement (Exhibit J).

6. Quality Assurance:

The Contractor agrees to cooperate and participate in the implementation of Quality Assurance Reviews conducted by the County and/or the NYSDOH or SED. The Contractor further agrees to review and disseminate to their employees and/or sub-contractors the Oneida County Early Intervention Provider Performance Report Card.

7. Attendance at Mediations and Impartial Hearings:

- a. As provided by law, where a Parent has requested mediation or an impartial hearing with respect to any Child for whom the Provider has provided Contract Services, the Provider shall cooperate with the Department representatives assigned to conduct such mediation or impartial hearing. Such cooperation shall include but not be limited to the following: (1) consultation with the appropriate Department representatives; and (2) after such consultation, provision of a witness or witnesses with either direct knowledge of the Child or sufficient knowledge of the Child such that the witness or witnesses will effectively participate in the mediation or impartial hearing process.
- b. In the event that proceedings initiated pursuant to subdivision A of this section continue beyond the impartial hearing level, the Provider shall

continue to cooperate with the Department representatives on the same terms as stated in subdivision A until the final resolution of the matter.

8. Attendance at Training Sessions:

The Contractor shall attend, without additional compensation, a minimum of three continuing education/training/in-service opportunities related to the type of Services provided by the Contractor for children under three years of age, per calendar year as may be required by the County. The Contractor shall maintain continuing education hours as required by the NYSDOH. For Agency Providers, this requirement applies to each staff person providing Services pursuant to this Agreement. Service Coordinators are required to attend the Introductory Service Coordination training session in accordance with Regulations and, also, attend Natural Environments training.

9. Records:

- a. Early Intervention Contractors must maintain records that document the performance of activities required to be completed by Providers on behalf of referred or eligible children and their families. Such records may contain the following documents:
 - i. Written correspondence with or regarding the child/family.
 - ii. Notes recording any relevant discussions with Parents or other providers regarding the child and family.
 - iii. Notes recording any relevant discussions with the municipality regarding the child and family.
 - iv. Documentation of written notice(s) (if any) sent to the Parent by the Provider, including type of notice and date when it was sent.
 - v. Any signed and dated parental consents for the provision of evaluations and early intervention services and/or for the disclosure of information.
 - vi. A copy of the IFSP and related documents, including IFSP amendments.
 - vii. Service authorizations.
 - viii. Reports, session notes, progress notes, and other documentation relating to evaluations or the delivery of services.
 - ix. Group attendance lists.

- x. Child/family reports, including evaluations (with relevant medical reports) and ongoing assessments related to the services provided.
 - xi. Physicians' orders and/or prescriptions for Services provided.
 - xii. Closure documentation and/or forms to demonstrate how and when the Child transitioned from the EIP or completed or ended Early Intervention Services for other reasons.
- b. Information about the specific details of service delivery must be recorded and maintained by the Contractor in order to establish the nature and extent of services provided and to substantiate early intervention claims to the municipality for reimbursement.

Contractors must submit the following documentation to municipalities at the time payment is sought for Services delivered to children under the Early Intervention Program:

- i. Recipient identification (name, sex, age, date of birth).
 - ii. Unit of service (e.g., home and community-based, facility-based, etc.) and specific type of Service provided.
 - iii. Date(s) service was rendered.
 - iv. ICD-9 diagnostic code for the conditions or reasons for which care is provided.
 - v. CPT code for delivered services.
 - vi. If an approved Individual provider under direct contract with the municipality delivered the service, the name, address, and license number of the Individual provider delivering the service.
 - vii. If an employee or subcontractor of an approved agency under contract with the municipality delivered the Service, the name and identifying information of the early intervention provider billing the municipality for services and the name and license number of the employee or subcontractor who directly delivered the service.
- c. Session notes documenting the delivery of certain diagnostic and/or treatment services to a child and/or caregiver on a particular date must be completed by all qualified personnel delivering Early Intervention services authorized in the family's IFSP for each service delivered. Such session notes shall, for each date where reimbursement for services is sought by the Contractor, include the following:
- i. Name of the recipient of the service (child/parent/caregiver).

- ii. Date of service.
 - iii. Type of service provided.
 - iv. Duration (length) of the session.
 - v. Brief 2-3 sentence description of the recipient's progress made by receiving the service during the session as related to the outcome contained in the IFSP.
 - vi. Name, title, and signature of the person delivering the service and the date the session note was created.
- d. In cases where services are provided through a sub-contractual arrangement, the direct provider of service shall retain the complete and original records related to the Early Intervention Services they deliver to an Eligible Child and family.
 - e. Records shall be available to afford the Parent the right to inspect and review his/her child's record and obtain copies upon request. A reasonable fee may be charged to copy Early Intervention records upon parent request, not to exceed 10 cents per page for the first copy and 25 cents per page for additional copies.
 - f. A Parent must also be afforded the opportunity to:
 - i. Request that their child's records be amended if a record contains misleading or inaccurate information about the child or family or violates the privacy or any other rights of the child;
 - ii. Obtain a hearing if the Contractor refuses to amend a record;
 - iii. Include a statement to be kept and disclosed with the record if the record is not amended as a result of the hearing.
 - g. Records shall be available for review by the Eligible Child's Service Coordinator, representatives of the County and/or NYSDOH or their respective designee during working hours at the Contractor's place of business or other location as agreed to by the Contractor and the County and/or NYSDOH.
 - h. The Contractor shall keep its clinical and all other EI Program records available at all reasonable times for inspection, review, evaluation and audit by properly authorized personnel of the County, the State and federal government, subject to any limitations or restrictions imposed by any statutes, rules or Regulations governing confidentiality of child records, for a period of not less than that required by applicable law,

regulations, or record retention schedules of the County, State or federal government.

10. Progress Reports on Individual Eligible and Referred Children:

The Contractor shall complete a progress report for each Child receiving Services and shall submit a copy to the Child's Service Coordinator and Parent. The periodic progress report must summarize the effectiveness of the Service and the Child's progress made toward major outcomes/ rehabilitation goals. Progress reports shall be prepared for six-month reviews and annual evaluations of the IFSP at a minimum and preferably every 90 days, and sent to the Service Coordinator two weeks prior to the IFSP meeting.

If the IFSP team agrees that, due to the Child's age, condition, intensity of services being received, or other factors, more frequent progress notes are necessary, the Contractor must adhere to the specific time frames for progress notes specified in the IFSP.

11. Cooperation with Service Coordinators:

As necessary and reasonable and without additional compensation, Service Providers and Evaluators shall confer by telephone or in person with the Initial and Ongoing Service Coordinator, the Parent and the EIO regarding all aspects of Services, consistent with the Service Coordinator's need to monitor the delivery of Services to such Child.

12. Facilities:

When services are provided in a location or site that is under the control of the Contractor, the Contractor shall ensure that the physical plant is appropriately equipped and supplied to meet the needs of the Child, with current Certificate of Occupancy and in compliance with applicable state and local physical plant requirements.

13. Medical Assistance (Medicaid) and Private Insurance:

The Contractor shall cooperate with the Service Coordinator in ascertaining whether a Referred or Eligible Child is eligible for or enrolled in the Medical Assistance Program, Child Health Plus, and/or has private insurance or any other third party payment source. The Service Coordinator shall assist the Parent of a Child eligible for the Medical Assistance Program or Child Health Plus to have the Child enrolled therein. The Contractor shall forward to the County together with its bills for payment, all documentation and information necessary to support the County's billing of third party payers, including the Medical Assistance Program and private insurance, in such form as prescribed by the County. The Contractor shall further notify the Service Coordinator and the County or its designee if the Contractor knows that a Referred or Eligible Child has such payment sources.

Payment of bills by the County to the Contractor for services rendered to children who are covered under a private insurance plan may be withheld until and unless appropriate, fully executed third party forms and/or child record information as required by third party payers or the County are submitted by the Contractor to the County.

14. Provider Agreement Between New York State Department of Health and Service Providers and Statement of Reassignment:

The Contractor represents and warrants that it has fully and accurately completed Exhibit H, entitled "Provider Agreement Between the New York State Department of Health and Service Providers in the New York State Early Intervention Program" and Exhibit I, entitled "Statement of Reassignment." The failure to comply with any of the provisions of this section or to enter into or perform in accordance with such "Provider Agreement" and "Statement of Reassignment" shall be deemed a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

15. Participation in the IFSP Process:

As requested by the County and without additional compensation, unless permitted by law or regulations, the Contractor shall attend meetings for the purpose of participating in the development and/or review of the IFSP of a Child. Exceptions to such attendance shall be in accordance with the Regulations.

16. Screenings and Evaluations:

- a. The Evaluator shall complete Screenings and initial multidisciplinary Evaluations and prepare an evaluation report and written summary to the Parent, EIO and Service Coordinator as soon as practicable subsequent to the evaluation and within a sufficient time frame to enable convening of the IFSP meeting within forty-five (45) days of the date that the EIO received the referral. If the Evaluator cannot comply within a sufficient time frame (due to workload or scheduling issues), the Evaluator shall notify both the Parent, the Initial Service Coordinator and EIO, prior to initiation of the Evaluation, in order for the Parent to have the opportunity to select another Evaluator. This is not meant to circumvent the Parent's right to choose to wait for the Evaluator to conduct the Evaluation rather than choosing an alternative Evaluator.
- b. The Evaluator shall promptly notify the Service Coordinator and the County of the results of any Screening, and whether or not the Parent has determined to have an Evaluation done.

- c. Any screenings and/or evaluations performed by an Evaluator and evaluation reports must be in compliance with the Act, Regulations and NYSDOH Early Intervention Program Memoranda. Individuals who provide evaluations under the EIP should be experienced in the evaluation of young children. When evaluation experience is minimum, we require documented mentoring and joint evaluations to assist in the education and experience of professionals involved in the evaluation and assessment of children.
- d. Upon receipt and review of an Evaluation report by appropriate County staff, said staff may request modification of such Evaluation report only on the grounds of its failure to comply with Regulations, which may include a request for additional information where the Evaluation report indicates a Child is an Eligible child and fails to substantiate such determination.
- e. Under said Regulations, in the event that a telephone conference call is to be done in lieu of an in-person IFSP meeting, arrangements for such shall be made before the IFSP meeting with appropriate County employees. Where a knowledgeable authorized representative not a member of the team is to attend the IFSP meeting, said representative shall be a qualified personnel under the Regulations and shall have reviewed the findings of the Evaluation and have discussed it with members of the Evaluation team.

17. Service Coordination:

- a. In order to maximize continuity of Services, to the extent possible, a Contractor providing Service Coordination shall assign a single Service Coordinator selected by the parent to work with the Child and the Child's Parents. In the case of an Agency Provider, the Contractor shall immediately (within two business days) notify the EIO of any change in the Service Coordinator assigned to a Child, ensuring the Parent's rights regarding a choice of Ongoing Service Coordination Services as afforded under Regulations. The EIO will then be responsible to ensure a Parent's choice of another Ongoing Service Coordinator.
- b. The Service Coordinator shall be available on a twelve (12) month per year basis to perform service coordination services, including attendance at the Evaluation, IFSP meetings, and other meetings and appointments necessary to complete timely Evaluations as required by the Act and Regulations.
- c. The Service Coordinator shall be accessible to Parents during regular business hours, on a reasonable basis, 52 weeks per year. The Service Coordinator shall be accessible by telephone, at the Parent's home, or at a mutually agreed upon place, and shall be responsible for informing Parents as to the times and places of his/her accessibility. The Service

Coordinator shall further be reasonably accessible to the Evaluator and Provider of Services of the Eligible or Referred Child and to the County.

- d. The Service Coordinator shall ascertain whether the Child is enrolled in the Medical Assistance Program, Child Health Plus, and/or has private insurance or any other third party payment source and obtain all information necessary to process claims for Early Intervention services. Such information shall be periodically updated in the child's record and made available at IFSP reviews and annual Evaluations.
- e. The Service Coordinator shall assist the Parent in identifying and applying for benefit programs for which the family may be eligible, including: the Medical Assistance Program (Child Health Plus A); Supplemental Social Security Income Program; Physically Handicapped Children's Program; Child Health Plus B; and Social Security Disability Income.
- f. The Service Coordinator shall provide the full spectrum of Service Coordination activities enumerated in the Act and the Regulations, as specified in the Child's IFSP, including the provision of information to Parents on their rights and obligations under the Act, and the periodic monitoring of the delivery of Early Intervention services to determine if such services are being provided in conformance with the Child's IFSP. If services are not being provided in accordance with the IFSP or if there is a significant delay in initiating Services authorized in the IFSP, the Service Coordinator shall determine the reason(s) and notify the County immediately.
- g. The Service Coordinator shall provide Service Coordination for a child up to the limit of units of Service coordination prescribed in the IFSP and indicated on the Authorization Letter from the County. Additional units of Service may be provided only with the prior approval of the County and will require a fully executed amendment to the IFSP, including signatures of the Parent (s) and Early Intervention Official/designee.
- h. Service Coordinators shall prepare and submit reports and/or data regarding Service Coordination activities as requested by the County.
- i. Agencies employing or subcontracting with Individual Service Coordinators must ensure that these individuals meet all requirements of the NYSDOH, the Act and Regulations.

18. Early Intervention Provider Services:

- a. The Provider shall designate a person who shall be available to the County and Service Coordinator during regular business hours for consultation as to whether or not an Eligible Child can be appropriately served by the Provider and whether or not the Provider has the current capacity to serve the Child. Said person shall have sufficient authority to

agree by telephone to provide Early Intervention Provider of Services at the place, and for the duration and frequency as agreed to in the IFSP. Notwithstanding the foregoing, a Provider who is an individual without employees may make other arrangements satisfactory to the County for communications with the County and Service Coordinators.

- b. The Provider shall furnish Early Intervention Provider Services to the Child in conformity with the IFSP. It is the Provider's responsibility to verify that any Service authorizations issued by the County are in conformity with the IFSP and to notify the County immediately regarding any discrepancy.
- c. The Provider shall keep an accurate record of attendance of each Child for whom Early Intervention Provider Services are being provided under this Agreement, as specified by the County. Such record shall be kept in the Child's case file and may be requested at any time by the County.
- d. The Provider shall notify the Child's Service Coordinator and the County by telephone and facsimile transmission within twenty-four (24) hours of the Child's absence from more than three (3) scheduled sessions for the delivery of Early Intervention Provider Services and shall indicate the reason for said absence, if known. The Provider shall inform the County in writing within three (3) days of the absence. The Service Coordinator shall attempt to contact the Child's Parent(s) to ascertain the reason for the absences and immediately notify the EIO and Service Coordinator regarding the absences and reason for such absences.
- e. The Contractor is authorized to provide make-up sessions that are based on an individual child's needs and at the request of the Parent. Make-up sessions must be documented in the Eligible Child's IFSP, must be documented in the session note, must occur within a two week period from the missed service unless a make-up session beyond this specified two week period is deemed more appropriate by the Parent and EIO, and must be in accordance with the NYSDOH Early Intervention service taxonomy and billing guidelines.
- f. If at any point during the duration of the IFSP of a Child, the Provider is unable to provide the Child with the Early Intervention Provider Services specified in the IFSP, the Provider shall immediately notify the Parent and the Service Coordinator of such fact not less than ten (10) days prior to cessation of the Services. Nothing in this paragraph shall be in derogation of Parental rights conferred by applicable laws and Regulations.
- g. When an Eligible Child is voluntarily withdrawn from Early Intervention Provider Services with a Provider, for any reason, the Service Provider shall notify the Service Coordinator and the County within two (2) business days.

19. Transition Services:

The Contractor shall participate in the development and implementation of a transition plan for every child transitioning from the Early Intervention Program to programs under Section 4410 of the Education Law, and/or to other early childhood services in accordance with Regulations, NYSDOH Early Intervention Program Memoranda and other policies and guidance.

20. Respite Services:

If the Contractor is authorized to furnish respite services in accordance with Regulations and NYSDOH Early Intervention Program Memoranda, such Services shall be provided to Eligible Children and their families and paid in accordance with this paragraph 21, or any superseding provisions or rates established or approved by the Commissioner of the New York State Department of Health. Respite is temporary relief from care giving responsibility and is intended to provide support to Parents or other caregivers who may otherwise be overwhelmed by the intensity and constancy of care giving responsibilities that may be necessary for a Child with special needs. Respite services must be included in the Eligible Child's IFSP, which must specify the type(s) of respite to be provided as defined by the County.

A NYSDOH Contractor Approval Letter evidencing approval of respite services shall not be required as a condition of the Contractor providing such services under this Agreement.

**Exhibit E
Agency Provider Information Form
EARLY INTERVENTION PROGRAM**

The Contractor shall provide written notification within 5 (five) working days to the County and State approving agency of any changes to any information contained in this exhibit.

A) Legal/Corporate Agency Name: *The Network for Children's Speech, Occupational and Physical Therapy*

Early Intervention Provider Agency Name: *Children's Therapy Network*
DBA:

Executive Director: *Eric Schwarty / James Hoen*

B) Principal Business Address: *171 Intrepid Lane, Syracuse, NY 13205*

Telephone: ⁽³¹⁵⁾ *437-4689* Fax: ⁽³¹⁵⁾ *437-4688* E-mail: *lnicholsn@ctnemail.com*

Indicate the number of EI service delivery sites maintained by the provider. Include the principal business address if it is also a service delivery site: 2

Exhibit G must be completed for each service delivery site where services are provided.

C) Legal/Corporate Agency Tax Identification Number Information, as applicable:

Sole Proprietorship (Tax Identification Number)

_____ - _____

Partnership, Joint Venture or Other Unincorporated Organization

 1 6 - 1 5 0 4 5 6 6

Corporation

_____ - _____

NPI number (National Provider Number)

 1 6 1 9 1 1 3 2 5 5

Taxonomy Code

D) Indicate Agency's Licensure, if applicable: (Check all applicable boxes)

- | | |
|---|---|
| 1. <input checked="" type="checkbox"/> Article 25 PHL Early Intervention Provider | 6. <input type="checkbox"/> Comprehensive Medicaid Case Management Provider |
| 2. <input type="checkbox"/> Article 28 PHL Diagnostic and Treatment Center | 7. <input checked="" type="checkbox"/> Section 4410 Education Law |
| 3. <input type="checkbox"/> Article 28 PHL Hospital Based Outpatient Clinic | 8. <input type="checkbox"/> Day Care |
| 4. <input type="checkbox"/> Article 16 MHL | 9. <input type="checkbox"/> Other: _____ |
| 5. <input type="checkbox"/> Article 31 MHL | |

Indicate State Agency that approved the program as an Early Intervention Provider if applicable:

1. SDOH 2. SED

Date of initial approval: 7/1996

Date of most recent amendment: 4/2005

Indicate State-approved Early Intervention Services:

1. Evaluation Core Supplemental

2. Service Coordination

3. Service Provider: Home/Community Facility-based
 Parent-Child Group
 Family/Caregiver Support Group
 Group Developmental Intervention

List State-approved counties/boroughs of Early Intervention Service delivery:

Browne, Cayuga, Chemung, Herkimer, Lewis, Madison, Oneida
Onondaga, Oswego, Otsego, Tioga

E) Is the Early Intervention Services Provider licensed, able and willing to provide services in the natural environment, as appropriate? YES NO

F) ADMINISTRATIVE CONTACT – Name, title, address, telephone, and fax numbers of the individual responsible for notices pursuant to the Agreement:

Name/Title: Laura Nicholson HR

Address: 171 Intrepid Lane, Syracuse, NY 13205

Telephone: (315) 437-4689

Fax: (315) 437-4698

G) FISCAL CONTACT – Name, title, address, telephone and fax numbers of the individual responsible for billing and payment information under the agreement:

Name/Title: Pam McLann Billing mgr

Address: 171 Intrepid Lane, Syracuse, NY 13205

Telephone: (315) 437-4689

Fax: (315) 437-4698

**Exhibit G
Site Information Form**

This form is to be completed only by contractors/providers approved by the New York State Early Intervention Program to provide early intervention services at one or more sites under the provider's control (e.g., own and/or operate).

The Contractor/provider must complete a separate Exhibit G for each site approved by NYS where services may be provided. Additional copies of Exhibit G may be reproduced as necessary. The Contractor shall provide written notification within 5 working days to the County and State approving agency of any changes to any information contained in this exhibit.

A. Name of Facility: Childrens Therapy Network
Address: 171 Intrepid Lane, Syracuse, NY 13205
Phone No: (315) 437-4689 Fax No: (315) 437-4698

B. Address (if different from above) where books and records are maintained:

1. Fiscal Records: Same as above
2. Clinical Program Records: ||

C. Person responsible for establishing the availability of services delineated in an IFSP:

Name: Christine Friedel
Address: 30 Lombard Ct. Utica, NY 13502
Phone No: (315) 724-4289 Fax No: (315) 724-4170

D. Contractor Licensure (check all applicable boxes)

- Article 28 PHL Diagnostic and Treatment Center
- Article 28 PHL Hospital Based Outpatient Clinic
- Article 16 MHL
- Article 31 MHL
- Comprehensive Medicaid Case Management Provider
- Section 4406 or 4410 of Education Law
- Day Care License
- Other (please specify): Early Intervention

Exhibit H

Provider Agreement Between the New York State Department of Health and Service Providers in the New York State Early Intervention Program

Contingent upon approval by the New York State Department of Health to participate in the New York State Early Intervention Program and the satisfactory completion of a Medicaid provider agreement and statement of reassignment for the purpose of establishing eligibility to participate in the New York State Medicaid Program under title XIX of the Social Security Act,

Children's Therapy Network

hereinafter, called the Provider, agrees as follows to:

- A. (1) Keep any records necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medical Assistance.
- (2) On request, furnish the New York State Department of Social Services, or its designee, and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A) (1), and any information regarding any Medicaid claims reassigned by the provider to the local early intervention agency.
- (3) Comply with disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B. Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional nondiscrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and marital status.
- C. Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York.
- D. Provide services in accordance with Title II-A of Article 25 of the Public Health Law and Subpart 69-4 of Title 10 of the Codes Rules and Regulations of the State of New York (New York State Early Intervention Program).

Authorized Signature:  Date: 4-1-11

Address: 171 Intrepid Lane
City: Syracuse State: NY Zip: 13205
Telephone No: (315) 437-4689

Type of Early Intervention Provider (check all that apply):

- Evaluation Services
- Service
- Early Intervention Services
- Municipal Early Intervention Agency

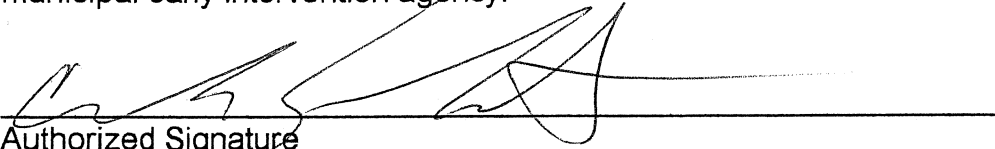
Exhibit I
Statement of Reassignment

Children's Therapy Network

Name of Early Intervention Provider/ Practitioner

By this reassignment, the above-named program or practitioner of early intervention services agrees:

1. To reassign all Medicaid reimbursement for early intervention services to the municipal early intervention agency that you contract with to provide early intervention services.
2. To accept as payment in full from the municipal early intervention agency the State Department of Health promulgated payment levels for covered early intervention services.
3. To not bill Medicaid for eligible early intervention services which are specified in a child's Individualized Family Services Plan (IFSP). These services will be directly billed to and reimbursed by the municipal early intervention agency.
4. To comply with all the rules and policies as described in your contract with the municipal early intervention agency.


Authorized Signature

Note: Nothing in this statement of reassignment would prohibit a Medicaid provider from billing reimbursement for Medicaid eligible services rendered outside the scope of the early intervention program.

Exhibit J

New York State Approval Letter and/or Amended Approval Letters



STATE OF NEW YORK
DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Antonia C. Novello, M.D., M.P.H., Dr.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

August 9, 2002

Laura Nicholson
Office Manager
Children's Therapy Network
6514 Basile Rowe
East Syracuse, NY 13057

Dear Ms. Nicholson:

I am in receipt of your agency's request for amendment to your agency's *Application for Approval of Agencies or Incorporated Groups of Individuals as Evaluators, Service Providers and Service Coordinators*. I am writing to inform you that your agency's request has been processed and your agency is currently approved as a provider of the following services:

Core and Supplemental Evaluation Services

Service Coordination Services

Service Provider including:

Home and Community-based Individual Collateral Visits

Facility-based Individual/Collateral Visits

Parent-child Groups

Family/Caregiver Support Groups

A copy of this amended approval letter and provider application amendment report are being forwarded to the early intervention official(s) in the municipality(ies) in which your agency wishes to provide early intervention services. While this approval letter authorizes your agency to provide the above services, reimbursement is contingent on a contract with the municipality. If your agency does not presently have a contract with any municipality in which your agency plans to provide services, your agency should contact the early intervention official to initiate this process.

We look forward to working in partnership with your agency to assure a family-centered, community-based system of early intervention services. Please contact Nancy Mabie at (518) 473-7016 with any questions.

Sincerely,

Donna M. Noyes ^{NMN}

Donna M. Noyes, Ph.D.

Director, Early Intervention Program

cc: Muhumed Mubarak, EI Official for Broome County
Susan Barrette, EI Official for Cayuga County
Anne Jernigan, EI Official for Chemung County
Erica N. LaBuz, EI Official for Chenango County
Bernadette Garry, EI Official (Acting) for Herkimer County
JoAnn Seiler, EI Official for Lewis County
David Dorrance, EI Official for Madison County
Eric Faisst, EI Official for Oneida County
Linda Karmen, EI Official for Onondaga County
Steven D. Rose, EI Official for Oswego County
Kathryn S. Abernethy, EI Official for Otsego County
Johannes A. Peeters, EI Official for Tioga County

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PhD, MPH, CHES
DIRECTOR OF HEALTH

EARLY INTERVENTION PROGRAM

Phone: (315) 798-5249 Fax: (315) 731-3491

May 6, 2011

Anthony J. Picente Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20 11 - 183

PUBLIC HEALTH

WAYS & MEANS



Dear Mr. Picente:

Under Section 2541 of Chapter 428 of the laws of 1992, municipalities are to provide payment for evaluations and services rendered to eligible children with disabilities aged 0 through 2 years.

Enclosed please find four (4) copies of an Agreement between Building Blocks Learning Center, LLC and the Oneida County Health Department, Early Intervention Program for the reimbursement of services for the period July 1, 2011 through June 30, 2014

The Health Department will receive reimbursement from Medicaid, third-party insurance and the New York State Department of Health.

We anticipate Building Blocks Learning Center's annual caseload to be approximately 150 children at an estimated annual payment of \$194,902.77.

Please contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Gayle D. Jones".

Gayle D. Jones, PhD, MPH, CHES
Director of Health

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 5/23/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Early Intervention A2970.19512, A2970.495115

NAME AND ADDRESS OF VENDOR: Building Blocks Learning Center, LLC
2 Fountain St.
Clinton, NY 13323

VENDOR CONTACT PERSON: Michelle O'Brien

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with individuals and agencies that are qualified to provide evaluations, service coordination and services according to Public Health law Article 25 Title II-A Subpart 69-4 Early Intervention Program

CLIENT POPULATION SERVED: The Early Intervention Program is a NYSDOH program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities.

The services available to every eligible Early Intervention children are: audiology, speech pathology, physical therapy, occupational therapy, and vision service. Services are provided by qualified professionals through: Home and community-based visits, facility or center-based visits, parent-child group, Family support groups, or group developmental intervention.

PREVIOUS CONTRACT: three (3) YEARS with two 6 month extensions: July 1, 2007 through June 30, 2011

***AVERAGE ANNUAL PAYMENT:** \$177,184.34

AVERAGE POPULATION SERVED: 87

THIS CONTRACT: three (3) YEARS: July 1, 2011 through June 30, 2014

***ESTIMATED ANNUAL PAYMENT:** \$194,902.77

ESTIMATED POPULATION SERVED: 150

_____ **NEW** _____ **X** _____ **RENEWAL** _____ **AMENDMENT**

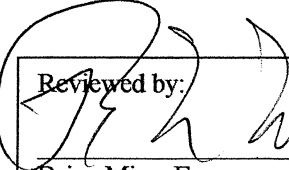
Contract to Exceed \$50,000.00? Yes _____ **X** _____ No _____

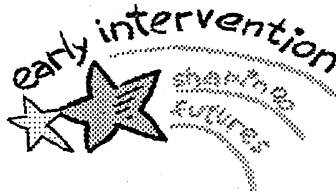
FUNDING SOURCE: Total and/or partial reimbursement is through Medicaid (60.6% /\$118,111.08 and/or third party insurance (8.2% / \$15,982.03). The balance is submitted to NYS Department of Health for 50% reimbursement. Rates are set by New York State Division of Budget. Amount of reimbursement is child specific. Anticipated annual net county cost for this provider is \$32,158.96 (16.5%).

SIGNATURE: Patricia Meyer, Early Intervention Program Supervisor

DATE: March 16, 2011

* - Contract is for three (3) year period.

Reviewed by:  _____ Brian Miga, Esq. Date: 3-29-11 _____
--



**Municipal Contract
For
The Early Intervention Program
Under Title II-A of Article 25 of the Public Health Law**

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Early Intervention Services Agreement

This Agreement (**Agreement**) is between **Oneida County**, acting through its duly constituted Department of Public Health, located at 185 Genesee St, Utica, New York and **Building Blocks Learning Center, LLC** an individual or sole proprietorship (business/not-for-profit) corporation, partnership or state-operated facility organized under the laws of the State of New York, having its principal place of business, **2 Fountain St., Clinton, NY, 13323.**

The parties hereto desire to make available to the County Early Intervention Services for Children with Special Needs (Early Intervention Services), as defined in Exhibit D, or as applicable, Early Intervention Provider Services (Early Intervention Provider Services), as defined in Exhibit D, collectively hereinafter referred to as Services. Sufficient funding exists in the Oneida County Operating Budget.

Total Cost of Agreement: The Total Cost of the Agreement shall be in accordance with rates set forth in paragraph 1 of Exhibit B and paragraph 21 of Exhibit D.

Term of Agreement: July 1, 2011 through June 30, 2014 unless sooner terminated or extended as provided in Exhibit A of the Agreement.

Terms and Conditions: Shall be as set forth in Exhibits A through J, attached.

In Witness whereof, the parties hereto have executed this agreement as of the latest date written below.

MUNICIPALITY – ONEIDA COUNTY

DATE: _____ BY: _____
ANTHONY J. PICENTE JR.
ONEIDA COUNTY EXECUTIVE

APPROVED PROVIDER

DATE: 4/27/11 BY: Michelle DeBora

Approved as to Form ONLY
ONEIDA COUNTY ATTORNEY

BY: _____
Brian Miga, ESQ.

Exhibit A
General Terms and Conditions

1. Definitions:

The following terms shall have the meaning defined below for the purposes of this agreement.

- a. **Act:** means Title II-A of Article 25 of the New York State Public Health Law (PHL), which covers the Early Intervention Program for Infants and Toddlers with Disabilities and Their Families (Program), and any amendments thereto during the term of this agreement. Terms not defined herein shall have the meanings provided in the Act and Regulations thereunder or, in the absence of definition herein or therein, shall have the meanings designated by the Early Intervention Official (EIO).
- b. **Agency Contractor:** means incorporated entities, sole proprietorships, partnerships, and state-operated facilities approved to provide early intervention services in accordance with Regulations having contracts with the county.
- c. **Agreement:** means the basic contract provisions as set forth in this document, together with appendices attached hereto and incorporated herein.
- d. **Assistive Technology Devices:** means those devices as defined in Regulations.
- e. **Audit:** means an examination and/or verification of financial records or accounts by the county or the NYSDOH or appropriate designee.
- f. **Authorization or Service Authorization:** means written notification from the county which gives the contractor permission to perform and bill for payment from the county for a particular early intervention service (screening and evaluation, service coordination, provider services and assistive technology devices) and the date(s) for which said services are authorized.
- g. **Bill:** means a request to the county for payment for contract services rendered, on a document in a paper or electronic format prescribed by the county, to the county from the contractor.
- h. **Child:** means an "Eligible Child" or a "Referred Child", as appropriate in the context.

- i. **Claim:** means a request for reimbursement to the NYSDOH from the county, for contract services rendered, on a document in a paper or electronic format prescribed by the NYSDOH.
- j. **Commissioner:** means the Commissioner of the New York State Department of Health.
- k. **County:** means the county agency responsible for the administration of the Early Intervention Program within the municipality or the City of New York.
- l. **Days:** means calendar days, unless otherwise specified.
- m. **Early Intervention Official (EIO):** means the appropriately designated municipal official and an appropriate designee of such official who is responsible for the Early Intervention Program within the county.
- n. **Early Intervention Services:** has the same definition as in PHL Section 2541 and the Regulations, except that, for the purposes of this agreement, it may include respite services.
- o. **Early Intervention Provider Services:** means Early Intervention Services other than Service Coordination, Screenings and Evaluations.
- p. **Eligible Child:** has the same definition as in PHL Section 2541 and the Regulations.
- q. **Evaluation:** has the same definition as in PHL Section 2541 and the Regulations.
- r. **Evaluator:** has the same definition as in PHL Section 2541 and the Regulations.
- s. **Individual Contractor:** means individuals who are qualified personnel approved to provide Early Intervention Services in accordance with Regulations having contracts with the county.
- t. **Individualized Family Service Plan (IFSP) or Interim Individualized Family Service Plan:** has the same definition as contained in PHL Sections 2541, 2545 and 2546 and the Regulations.
- u. **Initial Service Coordinator:** means the service coordinator designated by the Early Intervention Official in accordance with the Regulations.
- v. **Medical Assistance Program or Medicaid:** means the program authorized by Title II of Article 5 of the New York State Social Service Law.

- w. **Monitoring:** means a program review conducted by the county or NYSDOH or appropriate designee for the purpose of determining regulatory compliance and areas for quality improvement.
- x. **Multidisciplinary:** means the involvement of two or more professionals from different disciplines who are trained to utilize appropriate methods and procedures, at least one of whom shall be a specialist in the area of the child's suspected delay or disability, to conduct screenings and evaluations to determine eligibility for the Early Intervention Program.
- y. **Natural Environment:** has the same definition as in PHL Section 2541 and the Regulations.
- z. **NYSDOH:** means the New York State Department of Health.
- aa. **NYSED:** means the New York State Education Department.
- bb. **Ongoing Service Coordinator:** means the service coordinator selected by the parent at the IFSP meeting or thereafter and designated in the IFSP or amendments thereto.
- cc. **PHL:** means New York State Public Health Law.
- dd. **Parent:** means the parent of an Eligible or Referred Child or other person authorized to give parental consent under the Act or Regulations on behalf of an Eligible or Referred Child.
- ee. **Program:** means the Early Intervention Program.
- ff. **Provider:** means an Individual or Agency approved by the NYSDOH or NYSED to perform screenings, evaluations, service coordination and/or early intervention services as required under Article 25 of the PHL and may refer either to the contractor, or a third person, as appropriate.
- gg. **Qualified Personnel:** means those individuals who are approved to deliver services to the extent authorized by their licensure, certification or registration as defined in Regulations.
- hh. **Record:** or Early Intervention Program record means any information recorded in any way, maintained by the EIO, designee, or approved evaluator, service provider or service coordinator as contained in Regulations.

- ii. **Referred Child:** means a child thought to be an Eligible Child under PHL Section 2544 who has been referred to the Early Intervention Official as provided by the Act.
- jj. **Regulations:** means the NYSDOH Regulations related to Early Intervention, Subpart 69-4 of Subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules, and Regulations of the State of New York, as the same may be in effect or amended during the term of this agreement.
- kk. **Respite Services:** means respite services to eligible children and their families pursuant to PHL Section 2547 and in accordance with the Regulations.
- ll. **Screening:** means those instruments, procedures, family information and observations, and clinical observations used by an approved evaluator to assess a child's developmental status to indicate what type of evaluation, if any, is warranted.
- mm. **Services:** means, as applicable, the provision of Service Coordination, Screenings and Evaluations, and Early Intervention Provider Services to Eligible Children, Referred Children and families of Eligible Children.
- nn. **Service Coordinator:** means the person defined in PHL Section 2541(16) and Regulations, who is assigned or chosen by the parent to provide Service Coordination and may refer to either the contractor or a third person, as appropriate.
- oo. **Service Coordination:** means the services provided by a Service Coordinator as defined in PHL Section 2541.
- pp. **State:** means the State of New York.
- qq. **Supplemental Evaluation:** means physician or non-physician supplemental evaluations as defined in Regulations.

2. **Contractor Responsibilities:**

The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement, as more particularly provided in Exhibits A through J. The Contractor agrees to abide by NYSDOH and County written policies and procedures and utilize forms and procedures established by the NYSDOH and County related to work performed in accordance with this Agreement as provided to the Contractor.

3. Inconsistent Provisions:

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit, and over any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing and signed by both parties, except to the extent that provisions of this Exhibit A are specifically referred to and amended or superseded by exhibits or amendments.

4. Term and Termination of Agreement:

a. Term of Agreement:

The Term of this Agreement shall be as set forth on page four of this Agreement; provided, however, that this Agreement shall be deemed terminated immediately upon the Commissioner's revocation of approval for the Contractor to provide the services described herein.

b. Termination for Cause by County:

The County shall have the right to terminate this Agreement, in whole or with respect to any identifiable part of the Program, effective immediately in cases of imminent danger to the health and safety of Eligible Children, Parents and/or staff, or, at its option, effective at a later date specified in the notice of such termination to the Contractor, on the following basis:

- i. if the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement;
- ii. if the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source;
- iii. upon the conviction of an Individual Contractor or principal of an Agency contractor of a criminal offense by any court of competent jurisdiction, or action on License by the NYSDOH or NYSED;
- iv. if an Agency Contractor knowingly fails to act upon the conviction of an employee or employees of a criminal offense or action on license by the NYSDOH or NYSED;
- v. upon failure of the Contractor to cooperate with an audit, programmatic monitoring and/or quality improvement monitoring by the County or NYSDOH or its respective designee;
- vi. upon failure of the Contractor to implement recommendations resulting from monitoring by the County, NYSDOH, or NYSED that are necessary to bring the Contractor into compliance with the Act and Regulations;

vii. if the Contractor engages in any act which constitutes an unacceptable practice under the Medical Assistance Program as enumerated in Title 18 of the New York Code of Rules and Regulations Section 515.2 (a) and (b)(1) through (b)(15).

c. Termination for Convenience by County:

If the County shall deem it in its best interest to terminate this Agreement, it shall have the right to do so upon ninety (90) days prior written notice. The notice shall contain specific reason(s) for such termination.

d. Termination for Convenience by Contractor:

If the Contractor shall deem it in its best interest to terminate this Agreement, it shall have the right to do so upon ninety (90) days prior written notice. Should the Contractor choose to exercise this option, it shall, together with any notice of termination, provide the County with a Plan and Timetable for the orderly transition of Services, and a copy of any proposed notification to Parents, transporters, employees or subcontractors, which shall be issued only by the County. The notice of termination and transition plan shall be submitted to the County and the NYSDOH not less than ninety (90) days prior to the termination of the Agreement.

e. Release/Payment:

The County shall be released from any and all responsibilities and obligations arising from the Agreement, effective as of the date of termination, but the County shall be responsible for payment of all bills for authorized Services provided by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

f. Notices:

All notices regarding termination shall be sent to the parties as provided in paragraph 23, entitled "Notices and Contact Persons," of this Exhibit A. All notices of termination shall contain the specific date on which the Contractor shall cease providing Early Intervention Services.

The County shall notify the NYSDOH immediately when the Agreement is terminated either in whole or in part. When the Agreement is terminated in part, the County shall provide specifics to the NYSDOH regarding the limitations and/or parameters of the partial termination of the Agreement.

g. Re-negotiation and Interim Renewals:

i. Automatic Six (6) Month Renewal and Payment:

In the event a successor agreement is not executed by the parties on or before June 30, 2014 or either party fails to give the other party at least thirty (30) days written notice prior to June 1, 2014 of its intent not to renew this Agreement, then, notwithstanding anything contrary herein, this Agreement shall be extended automatically for a period of six (6) months.

ii. Discretionary Six (6) Month Renewal and Payment:

In the event a new agreement is not executed by the parties on or before December 30, 2014 or either party fails to give the other at least ninety (90) days written notice prior to September 30, 2014 of its intent not to renew this Agreement, then, notwithstanding anything to the contrary herein, this Agreement may be extended for a second period of six (6) months, at the County's option.

In the event the Contractor provides (90) ninety days written notice of its intent not to renew this Agreement, it shall provide the County with a Plan and Timetable for the orderly transition of Services, and a copy of any proposed notification to parents, transporters, employees or subcontractors, which shall be issued only by the County. This Plan and Timetable must be submitted at the time of the (90) ninety-day notice.

h. Temporary Suspension of Provider Enrollment of Children

i. The Contractor shall provide services to the extent allowed by his/her/its capacity to the entire County for which he/she/it has NYSDOH approval and will not exclude services for an Eligible Child due to circumstances such as travel time, neighborhood in which the Eligible Child resides or receives services or other issues unrelated to the Contractor's capacity.

ii. In the event circumstances occur giving the County the right to terminate this Agreement under paragraph 4.b. of this Exhibit A, in lieu of termination, the County may temporarily suspend enrollment or service delivery privileges for a period of not more than six months or until the Contractor comes into compliance with the Act and Regulations. The EIO shall notify the NYSDOH in writing of any suspension, including the reason(s) for suspension and length of time of the suspension. The NYSDOH pursuant to Section 12 of the Public Health Law and/or County may also levy fines of up to \$2,000 per violation of provision of the Act or Regulations. Upon the failure of the Contractor to comply with the Act and Regulations,

the NYSDOH may disqualify the Contractor as an approved provider of Early Intervention Services.

5. Qualifications and Licenses:

a. Qualifications:

The Contractor specifically represents and warrants that, in the case of an Individual provider, he/she has and shall possess, and that, to the extent applicable for Agency providers, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required New York State approvals, authorization(s), certification(s), registration(s), license(s) or permit(s) required by the State, County or local authorities for the Services (collectively called license). The Contractor shall immediately notify the County and NYSDOH in writing of any disciplinary proceedings filed against the holder of any License by the New York State Education Department or the New York State Department of Health or other issuer of a License of which the Contractor is or should be aware. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the County and NYSDOH. It is understood that the Contractor shall not be reimbursed for any Services rendered after the effective date of termination of such License.

b. Documentation of Professional Standards:

Contractors that are Agency providers shall make sufficient investigations to ascertain and maintain on file appropriate records that demonstrate that all professionals employed or contracted and all paraprofessionals employed by the Contractor meet the standards specified by the New York State Department of Health and the New York State Education Department. The Contractor shall review original and renewal registrations and/or certifications for all individual professionals providing Services that require Licenses and/or Certifications and obtain copies thereof. Contractors that are Individual providers shall maintain records that demonstrate that he/she meets the standards specified by the NYSDOH and the NYSED. Such documentation shall be kept, maintained, and available for audit and inspection by the County and/or NYSDOH or the respective designee. The Contractor shall submit copies of licenses and/or certificates to the County with contract initiation/renewal for all persons providing and expected to provide services and, as new professionals are hired to provide services, submit copies of their license/certificate prior to providing services.

- c. Central Register of Child Abuse and Maltreatment:
- i. All Early Intervention Providers, including Evaluators, Service Coordinators and Service Providers must report suspected cases of child abuse and/or maltreatment to the New York State Central Register of Child Abuse and Maltreatment whenever they believe that there is reasonable cause to suspect that a child is or has been abused or maltreated. Individuals in those professions required under Article 6 Title 6 of New York State Social Services Law on Child Protective Services to report cases of suspected child abuse or neglect (mandated reporters), must call the Mandated Reporter's number (1-800-635-1522) of the State Central Register of Child Abuse and Maltreatment. All other individuals who are not mandated reporters must call the State Central Register of Child Abuse and Maltreatment at 1-800-342-3720, when, based on their observations, they believe that there is reasonable cause to suspect abuse, maltreatment or neglect.
 - ii. Under Section 424-a of New York State Social Service Law, as amended by Chapter 578 of the Laws of 1997, EIOs are required to obtain clearance from the State Central Register of Child Abuse and Maltreatment (SCR) of any Individual Contractor who will have the potential for regular and substantial contact with a Referred or Eligible Child. Individual Contractors shall provide the EIO with all necessary information to allow for clearance from the SCR.
 - iii. All Agency Contractors are required to complete SCR clearance on any person who is being actively considered for employment, their employees or subcontractors that meet the standard of having the potential for regular and substantial contact with the Referred or Eligible Child. The Contractor shall adhere to the procedures established by the Office of Children and Family Services, including processing fees, in accessing the New York State Central Register of Child Abuse and Maltreatment (SCR), as per Chapter 578. Nothing shall prevent the County from requiring a fee from the Individual Contractor in reference to processing and adhering to State requirements. The Contractor shall submit copies of SCR clearance to the County with contract initiation/renewal for all persons providing and expected to provide services and, as new professionals are hired to provide services, submit copies of their SCR clearance prior to providing services.
 - iv. If an individual screened through the SCR is the subject of an indicated report, then the Contractor shall notify the EIO in writing

immediately. Failure of the Contractor to immediately remove the indicated subject from contact with Referred or Eligible Children may result in immediate termination of this Agreement, as well as such other sanctions as may be provided by applicable law, rule or regulation.

d. **Copies of Federal, State or Local Evaluations/Reports:**

On an annual basis, the Contractor shall provide to the EIO a listing of all Evaluations of and reports on the Contractor related to the Early Intervention Program or programs co-located with the Early Intervention Program conducted by the State Departments of Health, Education or by any other Federal, State or local agencies during the preceding twelve months. Copies of all reports and replies or responses thereto by the Contractor shall be provided to the EIO upon request.

6. Compliance with Law:

The Contractor and its officers and directors, partners, trustees or other members of its governing body and personnel, employed or contracted, shall render Services under this Agreement in compliance with all applicable local, State, and Federal laws, regulations, rulings and requirements of law.

7. Offset of Arrears or Default:

The Contractor warrants that it is not, and shall not be during the Term of this Agreement, knowingly in arrears to the County or State for taxes or upon debt or contract and is not, and shall not be during the Term of this Agreement, in default as surety, Contractor or otherwise on any other obligation to the County or State, and the Contractor agrees that the County may withhold the amount of any such arrearage or default from amounts payable to the Contractor under this Agreement.

8. Confidentiality:

a. **Confidentiality of Information:**

The Contractor expressly agrees to preserve the confidentiality of all electronic and/or hard-copy data and information, both historical and current data, shared, received, collected, or obtained as a result of this Agreement. No disclosure, re-disclosure or release of such data or information is to be made, permitted, or encouraged by the Contractor or, for Agency providers, its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The Contractor further agrees that its employees, subcontractors and assignees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to

all the penalties prescribed by law. The Contractor further agrees to implement such procedures for safeguarding information, as the County shall require.

All information related to services provided under this Agreement shall be confidential pursuant to Title 34 of the Code of Federal Regulations Part 99 (Family Education Rights and Privacy Act), Title 34 of the Code of Federal Regulations Section 300.560 through 300.576 (with the modifications specified in Section 303.5[b], Title 34 of the Code of Federal Regulations), Part 303 Individuals Disabilities Education Act, New York State Public Health Law Article 25 and 27F, Article 5 Title 11 Section 367-b(4) of the New York State Social Services Law, 42 U.S.C. Section 1396a(a)(7) [Section 1902(a)(7) of the Federal Social Security Act], Article 33 Section 33.13 of the NYS Mental Hygiene Law, and regulations promulgated under such laws including 42 CFR Part 2 pertaining to Alcohol and Substance Abuse Services. Such information, including information relating to services under this Agreement, shall be used or disclosed by the Contractor only for a purpose directly connected with performance of the Contractor's obligations.

Contractors, including Individual Early Intervention providers with home offices, must have and implement appropriate procedures to ensure the confidentiality of personally identifiable information and to document access to children's early intervention records in accordance with these requirements. At a minimum, the Contractor must:

- i. Have a designated individual responsible for ensuring the confidentiality of personally identifiable information in children's early intervention records (in the case of self-employed Early Intervention providers, that Early Intervention provider is responsible for this function).
- ii. Ensure that all early intervention records containing personally identifiable information are maintained in secure locations. Any Early Intervention provider who travels to a variety of locations to deliver Services must ensure the security and confidentiality of early intervention records when off-site.
- iii. Ensure that when early intervention records contain information about multiple children, a parent who requests access to his/her child's record only receives the record(s) pertaining to that child/family.
- iv. Maintain a record of any individual who accesses children's early intervention records, the purpose for which the record was accessed and a copy of authorization for consent (with the exception of the parent, employees of the municipality, early intervention providers, or Department staff or designees).

- v. Assure that all employees and subcontractors, consultants, and volunteers are informed about and are required to adhere to the confidentiality policies and procedures.
- vi. Adhere to all legal requirements that protect early intervention records containing sensitive information (such as sexual or physical abuse, HIV status, treatment for mental illness, the child's parentage, etc).
- vii. Ensure the confidentiality of all information maintained in an electronic format.

b. Contractor Responsibilities Regarding AIDS and HIV- Related Information:

- i. The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or HIV-related illness or HIV infection or laboratory tests performed on an individual for HIV-related illness.
- ii. The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with Part 403 of New York State Social Service Law and Section 2782 of Public Health Law, are fully informed of the penalties and fines for re-disclosure in violation of State law and regulations.
- iii. The Contractor fully agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

This information has been disclosed to you from confidential records, which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure.

c. Maintenance of Records:

The individual case records for each Eligible Child participating in the Early Intervention Program conducted pursuant to the Agreement shall be kept and maintained in a confidential manner in compliance with all applicable laws, regulations and guidelines of Federal, State and local governments and their agencies, including requirements that apply to professions licensed, registered, or certified under State Education Law.

The Contractor shall continue to maintain the confidentiality of individual case records and safeguard such records against destruction, as set forth above, after termination of this Agreement or any subsequent agreements, until final disposition of such case records is made in accordance with all applicable laws, regulations and guidelines. The Contractor and County shall establish a mutually agreed upon procedure for maintenance of all records in the event of the termination of the Agreement or dissolution of the agency.

At a minimum, the Contractor shall preserve and retain all records for each Eligible Child under this Agreement in readily accessible form during the term of this Agreement and for a period of six (6) years from the date that care, services, or supplies were provided to the Child and family.

Individual Contractors who are Qualified Personnel in the fields of medicine, physical therapy, occupational therapy, speech language pathology, audiology, and nursing must retain records in accordance with the laws and regulations that apply to their profession. All professionals are required to maintain a record for each Referred or Eligible Child which accurately reflects Early Intervention Services provided to the Referred or Eligible Child.

All provisions of this Agreement relating to record maintenance and retention shall survive the termination of this Agreement and shall bind the Contractor until the expiration of the period commencing with termination of this Agreement or if an audit is commenced by the County or NYSDOH, until the completion of the audit, whichever occurs later. If the Contractor becomes aware of any litigation, claims, financial management review or audit that is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, financial management reviews or audit findings involved in the record have been resolved and final action taken.

9. Gratuities:

The Contractor warrants and represents that (a) it has not been asked to pay, nor has paid, any illegal consideration, whether monetary or otherwise, in connection with the procurement of this Agreement; (b) it has not solicited or it has not employed any person to solicit or procure this Agreement, and has not made, and shall not make, any payment in any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this Agreement; and (c) it has not offered or given any gratuity to any official, employee or agent of Oneida County or New York State or of any political party, with the purpose or intent of securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

10. Conflict of Interest:

The Contractor represents and warrants that neither it nor, in the case of Agency providers, any of its directors, officers, members, partners, employees or subcontractors, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of the services hereunder. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it.

No elected official or other officer or employee of Oneida County, nor any person whose salary is payable in whole or in part from the Oneida County Treasury, shall participate in any decision relating to this Agreement which affects his/her own personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Independent Contractor:

The relationship of the Contractor to the County shall be that of an independent Contractor. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that neither the Contractor nor in the case of an Agency provider, any of its officers, directors, employees or subcontractors will hold itself or themselves out as, or claim to be, an officer or employee of the County by reason of this Agreement, and that neither it nor any of them will, by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership credits.

12. Insurance:

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the County. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:
 - i. Commercial General Liability insurance including contractual coverage, in an amount no less than \$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage per occurrence.
 - ii. Automobile Liability insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than

\$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage occurrence.

- iii. Professional Liability insurance in an amount not less than \$1,000,000 per incident and \$3,000,000 aggregate.
 - iv. In the case of Agency providers, Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State Laws and Regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the New York State Workers' Compensation Board of coverage or exemption from coverage pursuant to Sections 57 and 220 of the NYS Workers' Compensation Law. In accordance with Article 5-A Section 108 of NYS General Municipal Law, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Contractor shall furnish to the County certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements. In the case of commercial liability insurance, said certificates or other evidence of insurance shall name the County of Oneida as an additional insured. All such certificates or other evidence of insurance shall provide for the County of Oneida to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies or other evidence of insurance and notices shall be mailed to the County at the address at the head of this Agreement or at any such other address of which the County shall have given the Contractor notice in writing.

13. Indemnification:

The Contractor shall indemnify and hold harmless the County, its consultant (if any), employees, agents and other persons from and against all losses, claims, costs, judgments, liens, encumbrances and expenses, including attorney's fees, by reason of liability imposed by law, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts or omissions or negligence of the Contractor, its agents, employees or subcontractors or of other persons, in connection with the services described or referred to in this Agreement, even if such injuries to persons or damage to property are due, or are claimed to be due, to passive negligence of the County, its employees, agents or subcontractors or other persons, except only in cases of

the County's sole active negligence. This provision shall survive the termination of this Agreement.

14. Nondiscrimination in Employment:

In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment or in the selection of subcontractors on the basis of age, race, creed, color, national origin, sex, disability, genetic predisposition or carrier status, sexual orientation or marital status.

15. Nondiscrimination in Services:

- a. The Contractor, in providing Services under this Agreement, shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, genetic predisposition or carrier status or marital status:
 - i. Deny an individual any Services or other benefits provided under the Program;
 - ii. Provide any Services or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the Program;
 - iii. Subject an individual to segregation or separate treatment in any manner related to his/her receipt of any Services or other benefits provided under the Program;
 - iv. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Services or benefits provided under the Program;
 - v. Treat an individual differently from others in determining whether or not the individual satisfies any eligibility of other requirements or conditions, which individuals must meet in order to receive aid, care, Services, or other benefits provided under the Program.
- b. The Contractor shall comply with the requirements of the Civil Rights Act of 1964, as amended; with 44 CFR Part 7, entitled "Nondiscrimination in Federally Administered Programs"; and with 45 CFR Parts 84 and 85, entitled "Non-Discrimination on the Basis of Handicap in Program Activities Receiving or Benefiting from Federal Financial Assistance."

16. Nonsectarian Declaration:

The Contractor agrees that all Services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no Services performed under the Program will discriminate on the basis of religious belief. Furthermore, the Contractor agrees that all Program Services are and will be available to all eligible individuals regardless of religious belief or affiliation.

17. Cooperation on Claims:

The Contractor agrees to render diligently to the County any and all cooperation, without additional compensation, that may be required to defend the County against any claims, demand, or action that pertain to this Contractor that may be brought against the County in connection with this Agreement.

18. Assignment/Subcontracting:

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due thereunder, other than as collateral for working capital loans incurred for the operation of the Agreement, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect; provided, however, that such consent shall not be required for subcontracts with any subcontractor whose identity, home and business street addresses, licensure and professional qualifications shall have been submitted to and accepted by the County; and provided further that any such subcontract shall be subject to the terms of this Agreement and that no such subcontract shall reduce or affect the obligations and liabilities of the Contractor under this Agreement.
- b. If the Contractor enters into any subcontracts for the performance of work pursuant to this Agreement, the Contractor agrees that it shall assume sole and complete responsibility for fulfilling all obligations set forth herein and must guarantee the work of any subcontractor or consultant as if it were its own. The Contractor is responsible for the acts and omissions of any subcontractor and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it. In addition, the Contractor understands it shall not in any way be relieved of any responsibility under this Agreement by any subcontract.
- c. No subcontract, nor any amendment thereto, between the Contractor and any other entity for the performance of any Contract Services shall be effective for the purposes of this Agreement unless it contains provisions specifying:

- i. the incorporation by reference of this Agreement and any Appendices thereto;
- ii. that the work performed by the subcontractor must be in accordance with the terms of this Agreement;
- iii. that nothing contained in such subcontract shall impair the rights of the County or the Eligible and/or Referred Child;
- iv. that nothing contained therein, or under this Agreement, shall create any contractual relation between the subcontractor and the County;
- v. that the subcontractor specifically agrees to be bound by the confidentiality provision set forth in this Agreement;
- vi. that all records, case files, and any and all other documentation of Contract Services by the subcontractors will be stored and available as specified in this Agreement.

19. Investigations:

The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the County or State of New York governmental agency or authority that is empowered directly or by designation to compel attendance of witnesses and to examine witnesses under oath, or conducted by a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is subject of the investigation, audit or inquiry.

20. No Implied Waiver:

No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

21. Merger; No Oral Changes:

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties.

22. Provider Publications:

All marketing and advertising materials developed, issued, and disseminated by State-approved providers shall be submitted to the County for review and approval. In addition this material must be available for inspection upon monitoring by NYS Bureau of Early Intervention and/or its agent. The County or the State may review and consider the appropriateness and accuracy of, marketing and advertising materials at any time, including upon a provider's submission of an application to the State for reapproval as an EIP provider.

State-approved providers must adhere to New York State Early Intervention Program (EIP) – Basis for Marketing Standards. These marketing standards are issued, pursuant to the Department's authority under Section 2542(3) of the NYS PHL, to ensure that primary referral sources adequately inform parents or guardians of children suspected of having a disability or at risk for disability about the Early Intervention Program.

23. Notices and Contact Persons:

- a. Any communication, notice, bill for payment, report or other submission necessary or required to be made by the parties regarding this Agreement shall be deemed to have been duly made upon receipt by the County or the Contractor or their designated representative at the following address or at such other address that may be specified in writing by the parties:

For the Oneida County Department of Health:
185 Genesee St., 4th floor
Utica, New York 13501,
Patricia Meyer, Early Intervention Program Supervisor

Notices and Other Submissions:
Oneida County Department of Health,
185 Genesee St., 4th floor
Utica, New York 13501,
Patricia Meyer, Early Intervention Program Supervisor

Bills for Payment:
Oneida County Department of Health
185 Genesee St., 4th floor
Utica, New York 13501,
Greg Rizzo, Principal Account Clerk, and;

For the Contractor:
At the address set forth on page four of this Agreement, to the attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

- b. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).
- c. Any communication or notice regarding indemnification, termination or litigation shall be deemed to have been duly made upon receipt by the parties at the following addresses, or at such addresses that may have been specified in writing by the parties:

For the County:

Oneida County Department of Health,
185 Genesee St., 4th floor
Utica, New York 13501
Patricia Meyer, Early Intervention Program Supervisor

For the Contractor:

At the address set forth on page four of this Agreement, to the attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

24. Severability:

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Exhibit B

Financial Terms and Conditions

1. **Payment for Services Upon Submission of Bills:**

The Contractor is prohibited from billing directly the Medical Assistance Program, and/or private insurance plans or other Third Party Payment sources for Services rendered to Referred and/or Eligible Children pursuant to this Agreement, with the exception of durable medical equipment that may be billed directly to the Medical Assistance Program. In accordance with the procedures set forth by the County and any other directives issued by the County, Contractors shall bill the County for all Authorized Early Intervention Services rendered by the Contractor to Referred and/or Eligible Children no less than thirty (30) but in no instance more than ninety (90) days from the date of the provision of such Services.

Unless otherwise specifically provided for in this Agreement, all reimbursements under this Agreement for individual Referred and/or Eligible Children as set forth in the Act and Regulations, shall be at the applicable rates established or approved by the NYSDOH.

The County agrees to pay the Contractor no less than quarterly for Services provided pursuant to this Agreement, upon receipt of bills in such form as prescribed by the County and after approval by the County. Bills shall be documented by sufficient, competent and evidential matter. Payment under this Agreement shall not duplicate payment from any other source(s) for Contractor Services pursuant to this Agreement. Payment by the County shall be made within 60 days after approval by the Comptroller of the County of Oneida.

2. **Solicitations Prohibited:**

The Contractor shall not solicit or accept payment for any Services rendered pursuant to this Agreement from any person or entity except the County. Furthermore, the Contractor shall not render Services on a private basis to children receiving Services from the Contractor under this Agreement.

3. **Requirements Prior to Payment:**

- a. No bills shall be payable until the Contractor complies with all requirements in this Agreement.
- b. To the extent applicable, the Contractor shall submit to the County copies of the following on an annual basis:
 - i. Certificate of Incorporation;

- ii. Day Care permit, if required;
- iii. By-laws;
- iv. Operating Certificate or License;
- v. NYSDOH approval and amendment letters;
- vi. Signature samples of document signers;
- vii. Insurance Certificates and Fidelity Bonds (See "Insurance" of Exhibit A); and,
- viii. Names, addresses and professional titles of the Board of Directors, if applicable.

4. Payment Subject to Maintenance of License:

The Contractor shall not be entitled to compensation for any portion of the term of this Agreement during which it fails to maintain any required License and NYSDOH approval. The Contractor shall reimburse the County for any compensation received for such portion of the term.

5. Taxes:

The charges payable to the Contractor under this Agreement are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.

6. Payment Contingent Upon Receipt of Aid:

If any state or federal government department or agency should fail to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the term of this Agreement because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied, and the County's obligation shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor, the Contractor agrees promptly to reimburse the County the amount of the balance due the County by check to the order of the Oneida County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

7. Fiscal Records Retention:

- a. The Contractor agrees to retain all records, including case files, relevant to this Agreement for six (6) years from the date that care, services, or

supplies were provided to the child and family, except that any records subject to a longer retention period, pursuant to a New York State records retention schedule and/or as license or certification requires, shall be retained for such longer period. Federal, State and/or County auditors and any persons duly authorized by the County and/or NYSDOH and their respective designee shall have full access and the right to examine any of said materials during said period.

- b. All books, records, and case files of the Contractor, including those with respect to the delivery of Contract Services, shall be kept separate or identifiable from those relating to other activities of the Contractor, and shall be made available to the County, NYSDOH, or their respective designee.

8. Financial Audits and Programmatic Monitoring:

- a. All payments made under this Agreement are subject to audit by the County, the NYSDOH or their respective designee, and the State. If the Contractor fails to cooperate with an audit by the County or NYSDOH or their respective designee, the County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties or take whatever other action is available to it, including, but not limited to, removing children receiving services or suspending new child placements until such cooperation is forthcoming. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the NYSDOH or the County or duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Oneida County Treasurer or shall submit a proposed plan of repayment to the Comptroller, or the County or NYSDOH may recoup overpayments from any amounts due or becoming due to the Contractor from the County under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.
- b. The Contractor further agrees that personnel duly authorized by the NYSDOH and its respective designees, the County Comptroller, or the State shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under this Agreement. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.
- c. The Contractor shall be subject to programmatic and quality improvement monitoring by the County and NYSDOH or its respective designee. If the Contractor fails to cooperate with programmatic and quality improvement monitoring by the County or NYSDOH or their respective designee, the

County shall have the right to suspend or partially withhold payments under this Agreement or under any other agreement between the parties or take any other action available to it until such cooperation is forthcoming. In carrying out programmatic and quality assurance monitoring of the Contractor, the County shall act to terminate this Agreement in whole or in part or otherwise cite the Contractor for non-compliance, or to levy a fine of up to \$2,000 due to the Contractor's failure to comply with standards in this Agreement, Public Health Law and the Regulations. In the event that the County is unable to issue a report on a quality assurance monitoring visit of the Contractor within ninety (90) days after an exit interview with the Contractor, or the date that the Contractor provides documents requested by the County pursuant to quality assurance monitoring visit, whichever is later, the County will inform the Contractor in writing of the anticipated date of the issuance of said report.

- d. Contractors receiving in excess of \$100,000 in reimbursement (both Department and Medicaid funding) pursuant to this Agreement shall be annually audited by an independent certified public accountant. The audit period shall encompass either the contractor's entire fiscal or calendar year. The Contractor shall retain the independent certified public accountant and shall be responsible for the full payment for the audit services, including the cost of all reports furnished. The audit report shall be submitted to the NYSDOH on an annual basis.

Exhibit C
Variable Terms Specific to the County

None; unless signed below by the Contractor and the County Attorney's Office, with the variable terms set forth below or attached hereto. If attached such Variable Terms consist of 62 pages.

APPENDIX B

- C 1. Billing Tool I with Protocol
- C 2. Billing Tool II with Protocol
- C 3. Child's Ongoing Service Coordination Record with Protocol
- C 4. Child's Record Sheet with Protocol
- C 5. Session Notes with Protocol
- C 6. Progress Notes with Protocol
- C 7. Evaluation Information Forms with Protocol
- C 8. Evaluation Report Forms with Protocol
- C 9. Physician Assessment
- C 10. Voucher with Protocol
- C 11. List of Providers/Evaluators with Protocol
- C 12. NYSDOH Early Intervention Program Memorandum 2001-01
- C 13. Waste Management
- C 14. Health, Safety and Sanitation
- C 15. Corporate Compliance

MUNICIPALITY – ONEIDA COUNTY

DATE: _____ BY: _____
ANTHONY J. PICENTE JR.
ONEIDA COUNTY EXECUTIVE

APPROVED PROVIDER

DATE: 4/27/11 BY: Nicole P. Brien

Approved as to Form ONLY
ONEIDA COUNTY ATTORNEY

BY: _____
Brian Miga, Esq.

**Oneida County
Early Intervention Program
Billing Tool I (OCHD – 9005)**

Purpose: To compile data required to bill the county for ongoing service coordination and evaluations. Billing Tool I form is a suggested format. You may use your own format with prior approval from Oneida County.

Functions:

1. Summarizes information from the Child's Ongoing Service Coordination Record by authorization number.
2. Organizes and summarizes evaluations performed for a child by authorization number.
3. Lists total claimed for payment of service coordination and evaluations performed by a provider.
4. Provides documentation required to process bills by the County and facilitates payment.
5. ICD9 & CPT codes must be entered.

Completion Requirements:

1. All information requested at the top of the form must be completed.
2. For evaluations, authorized and completed evaluations are to be indicated by child, date of completion and authorization number.
3. For ongoing service coordination claims, the date of service does not require completion only the total units and cost according to the authorization number for service as summarized on the Child's Ongoing Service Coordination Record.
4. Pages are to be subtotaled and the total claimed is to appear on the last page completed.

Submission Requirements:

1. The completed form is to be submitted attached to all of the Child's Ongoing Service Coordination Records which have been summarized on the Billing Tool.

Payment for Services:

1. Payment for services will be made according to the results of the audited Child's Ongoing Service Coordination Record, Billing Tool I and the status of completion of the evaluation and required documentation.
2. Claims made without the attachment of the Child's Ongoing Service Coordination Record will not be paid, when payment for service coordination is requested.
3. No payment will be made for claimed services or evaluations performed before authorization.
4. Any service coordination or evaluations claimed for payment on the Billing Tool which are rejected may be resubmitted according to the procedure stated within the Child's Ongoing Service Coordination Record, Evaluation Information and

Evaluation Summary protocol with the exception of those services provided without authorization.

5. Adjustments of claims will be made on the form and voucher before approval for payment.

**Oneida County
Early Intervention Program
Billing Tool II (OCHD – 9006)**

Purpose: To compile data required to bill the county for services provided. Billing Tool II form is a suggested format. You may use your own format with prior approval from Oneida County.

Functions:

1. Summarizes and organizes information from a Child's Service Record by authorized service number.
2. Lists total claimed for payment of services by a provider.
3. Provides documentation required to process bills by the County and facilitates payment.

Completion Requirements:

1. All information requested at the top of the form must be completed.
2. Information pertaining to a Child's Records Sheet must be transferred as it applies to the authorization number for that service.
3. The service type is to be coded as indicated at the bottom of the form. In the event a code does not exist, the provider should develop one and identify it with those provided on the form.
4. Pages are to be subtotaled and the total claimed is to appear on the last page completed.

Submission Requirements:

1. The completed form is to be submitted attached to all of the Child's Record Sheets which have been summarized on the Billing Tool.

Payment for Services:

1. Payment for services will be made according to the results of audited Child's Record Sheets, Billing Tool II and the status of other required documentation.
2. Claims made without a Child's Record Sheet will not be paid.
3. Any services claimed for payment on the Billing tool which are rejected by audit of the Child's Record Sheet may be resubmitted according to the procedure stated with the Child's Record Sheet protocol.

Adjustments of claims will be made on the form and voucher before approval for payment.

**Oneida County
Early Intervention Program
Child's Ongoing Service Coordination Record (OCHD 9032)**

Purpose: To assure documentation and verification of billable activities of authorized ongoing service coordination according to the IFSP.

Functions:

1. Provide an instrument for quality accordance monitoring of the provision of ongoing service coordination by the service provider and County.
2. Identifies the time involved in performing ongoing service coordination activities.
3. Records the billable activities provided.
4. Serves not only as a record for billing, but also as documentation for the child's record and evidence in support of fulfillment of the IFSP.

Completion of Requirements:

1. Fill in Child's Name, Period of included on record (5/1/98 to 5/31/98), Authorization Number for service and the date on which the authorization expires. When service authorization expires within the period of the record, additional authorizations may be indicated on the same record.
2. Activities are to be recorded by date, including the amount of time involved in the described activity.
3. For each activity convert the time to units and place an "x" in the units of service coordination for each activity.
4. Calculate the total units per activity and transfer to the total column.
5. Calculate the total units for the column.
6. Utilizing the current rate unit for service coordination calculate the amount to be claimed for units provided.

Submission Requirements:

1. Attach completed Child's Ongoing Service Coordination Record to Billing Tool I.

Payment for Services:

1. Payment for services will be made according to the results of the audited Child's Ongoing Service Coordination Record and Billing Tool I.
2. Claimed services not meeting the Billable Service Coordination Activities will be rejected and will not be eligible for resubmission.
3. Service provided without authorization is not billable and will not be paid.

**ONEIDA COUNTY
EARLY INTERVENTION PROGRAM
CHILD'S ONGOING SERVICE COORDINATION RECORD
OCHD #9032 (8-98)**

Child's Name _____		Period _____																
Authorization No. _____ Expiration Date _____		UNITS OF SERVICE COORDINATION =15 MINUTES																
Date	Time	Activities	1	2	3	4	5	6	7	8	9	10	TOTALS					
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: right;">Total Units</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: right;">Rate/Unit</td> <td></td> </tr> <tr> <td style="text-align: right;">Total Claimed</td> <td></td> </tr> </table>										Total Units		Rate/Unit		Total Claimed	
Total Units																		
Rate/Unit																		
Total Claimed																		

**Oneida County
Early Intervention Program
Child's Service Record (OCHD 9004)**

Purpose: To assure documentation and verification of the provision of authorized services according to the IFSP at the time services are provided.

Functions:

1. Provides an instrument for quality assurance monitoring by the provider for the services provided.
2. Serves to increase awareness, and involvement of families, caregivers and other responsible persons in the delivery of services as identified in the IFSP.
3. Identifies services as required for submission for payment.
4. Provides documentation required for the County to audit and process bills submitted for payment of services.

Completion Requirements:

1. Each individual providing an early intervention service with the exception of service coordination must document the service provided and secure the verifying signature at the time intervention is completed, in a legible manner.
 - a. For individual intervention models, the verifying Signature is that of the caregiver of service provision. The caregiver is defined as responsible family member, day care provider, direct supervisor of interventionist or the interventionist from whom the child is released to receive individual intervention.
 - b. For group intervention models, the verifying signature is to be that of parent when present for the intervention, the direct supervisor of the individual performing the group model who can verify that the child was present and received services needed to meet the objectives in the child was present and received services needed to meet the objectives in the child's IFSP.
2. All information requested at the top of the form must be completed.
3. Information required per column for each row is to be included.
4. At the bottom the grand total for units of service and charges are to be calculated.
5. No write-overs or whiteout allowed on the Child's Service Record. Instead, draw a line through the error, print the correct information next to it and have the parent initial the correction.

Submission Requirements:

1. The form is to be complete, submitted with original signatures, attached to Billing Tool II on to which totals are transferred and submitted with the voucher requesting payment for such services.

Payment for Services:

1. Payment for services will be made according to the results of Audited Child's Record Sheet, Billing Tool II and the status of other required documentation.
2. Any charges for services that are rejected may be resubmitted when rejected for the following reasons:
 - a. Lack of information in spaces above and below the table on Child's Service Record (CSR).
 - b. Lack of service model code on CSR.
 - c. Lack of service location on CSR.
 - d. Lack of other required documentation when submitted in a timely manner as indicated within Submission Requirements of that document.
 - e. (1E) Date of service on bill does not correspond with the date on the therapy notes and the date of service on the CSR.
 - f. (1F) No note for the date of service.
 - g. (1G) Center based verifying signature not identified.
3. Any charges for services that rejected may not be resubmitted when rejected for the following reasons:
 - a. Date of service is missing or a date in which service was not provided is indicated.
 - b. The interventionists' signature is missing for a particular service date.
 - c. The verifying signature is missing.
 - d. Services were not provided.
 - e. Services were provided without authorization.
 - f. Improper use of white out.
 - g. Untimely submission.
 - h. Billed twice on the same day within the same discipline.

Early Intervention Program Session Notes

Purpose: To document the child's activities during intervention session's progress toward meeting objectives of the IFSP.

Functions:

1. Provides a quality assurance tool for the provider, family and service coordinator.
2. Allows for the monitoring of the delivery of service.
3. Updates the family and service coordinator regarding the child's or family's progress as assessed by the individual providing intervention.
4. Informs family and service coordinator about intervention activities in which the child or family have been engaged.
5. Document needs, concerns or recommendations as identified by the interventionist or family.

Completion Requirements

1. The report is to consist of copies of documented session notes for services provided in accordance with the IFSP. (The agency keeps the original.)
2. The format of the report may be chosen by the provider and must include at minimum the following information.
 - a. Child's Name
 - b. Child's Birth Date
 - c. Period of Intervention
 - d. Type of Intervention
 - e. Intensity (time interval per intervention).
 - f. Frequency (number of times per week, month) of intervention.
 - g. Location of Intervention: Early Intervention Center, Childcare, Home, etc.
 - h. Dates of encounters.
 - i. Short descriptions of activities and progress for the month as pertains to IFSP objectives (things a parent would want to know about their child and family member might want to know about their progress).
 - j. Recommendations for change.
 - k. Comments explaining concerns of family or interventionist, especially those related to missed appointments, changes in disabling condition or health and other circumstances affecting development or service delivery.
 - l. The interventionist's name and signature.

Submission Requirements:

1. Each interventionist must submit a progress report or session notes for each child and family with the voucher no later than 21 days after the end of the month in which the services are provided.

2. Reports are not required for service coordination, respite and selected other family support. A sample report design is attached for reference.

Payment for services:

1. Those services included with request for payment for which session notes are not completed as required or not included with the voucher will be rejected.
2. Portion of bills rejected may be resubmitted for payment when accompanied by the session notes.

NAME OF AGENCY
SESSION NOTE

CHILD'S NAME: _____ REPORT DATE: _____

CHILD'S ADDRESS: _____

DATE OF BIRTH: _____ CHRONOLOGICAL AGE: _____ SEX: _____

THIS REPORT COVERS PERIOD FROM _____ TO _____

SESSIONS/ WEEK: _____ MINUTES/VISIT: _____ LOCATION: _____

DATES SEEN IN THERAPY: _____ TYPE OF SERVICE _____
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

NOTE/PROGRESS TOWARDS OBJECTIVES:

DATE: _____ TIME: _____

Providers Signature/ Credentials and Date

DATE: _____ TIME: _____

Providers Signature/ Credentials and Date

DATE: _____ TIME: _____

Providers Signature/ Credentials and Date

Early Intervention Program Progress Notes

Purpose: To document the child's progress toward meeting the IFSP objectives.

Functions:

1. Provides a quality assurance tool for the provider, family and service coordinator.
2. Allows for the monitoring of the delivery of service.
3. Updates the family and service coordinator regarding the child's progress as assessed by the individual providing intervention.
4. Informs family and service coordinator about intervention activities in which the child has been engaged.
5. Documents progress and/or recommendations as identified by the interventionist.

Completion Requirements

1. The report is to consist of copies of documented session notes for services provided in accordance with the IFSP.
2. The format of the report may be chosen by the provider and must include at minimum the following information.
 - a. Child's Name
 - b. Child's Birth Date
 - c. Report Date
 - d. Type of Intervention
 - e. Type of Report
 - f. Progress towards targeted outcomes
 - g. Recommendations / Comments
 - h. The interventionist's name and signature.
3. Standardized scores are required when available and appropriate for Annual Reviews (although they are welcome with all reports). Include dates, observations, assessments performed, tools and methodology used and results.

Submission Requirements:

1. Each interventionist must submit a progress report for each child receiving services and shall submit a copy to the Child's Service Coordinator and Parent.
2. Reports are not required for service coordination, respite and selected other family support. A sample report design is attached for reference.

NAME OF AGENCY
PROGRESS NOTE
Sample Format

CHILD'S NAME: _____ REPORT DATE: _____

DATE OF BIRTH: _____ DISCIPLINE: _____

THIS REPORT IS A: 6 Month Progress Report Annual Review Other

NOTE/PROGRESS TOWARDS OBJECTIVES: (Summarize progress made to date. Indicate recommendations for continuation of outcomes or suggest new and appropriate objectives).

Target Outcome:

Progress:

Target Outcome:

Progress:

RECOMMENDATIONS/COMMENTS: (Include recommendations for continuation or change in frequency or duration of services or suggestions for additional testing etc.).

SERVICE PROVIDER NAME: _____

SERVICE PROVIDER TITLE: _____

SIGNATURE: _____

**Oneida County Early Intervention Program
Evaluation Information (Core and Supplemental)**

Purpose: To document the eligibility determination and development status of children participating in the Early Intervention Program (EIP), as well as organize information stated in the Evaluation Summary.

Functions:

1. Identifies the type of evaluation performed by the approved Evaluator.
2. Indicates the provider involved in determining the results of the evaluation.
3. Reports any diagnosis reported in documentation referenced or determined during the evaluation.
4. Designates the developmental status of the appropriate functional area(s) and the method for determining each.
5. Collects required data for reporting to NYSDOH.

Completion Requirements:

1. The Evaluator must complete all sections of the forms except the date received by program.
2. Only one delay code is to be used per domain – such that subsets of a domain are averaged to determine an applicable code.

Payment for Services:

1. Bills for authorized evaluations will not be paid until we are in receipt of all paperwork. The required paperwork for Core Evaluations is: the original evaluation worksheet (2 pp), the original evaluation summary with signatures, the consent to evaluate, the child's physical with immunizations, and the original typed evaluation report with signatures. The required paperwork for Supplemental Evaluations is: the original supplemental evaluation worksheet (1 pp), the consent to evaluate, and the original supplemental evaluation report with signature(s).
2. Bills for authorized evaluations submitted for payment before the appropriate paperwork is received by the Program will be rejected.
3. Rejections may be re-billed once the appropriate paperwork is complete and received by the Early Intervention Official.
4. Any evaluation performed before authorization is not eligible for payment.

CHILD'S NAME _____

Date of Core: ____/____/____

Date Received ____/____/____

EARLY INTERVENTION EVALUATOR

PROVIDER: _____

PHONE: _____

CONTACT PERSON: _____

FAX: _____

INDIVIDUALS INVOLVED IN CORE EVALUATION

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

Check if Bilingual Evaluation Performed.

Family Assessment Offered & Refused

Language _____
(Summary of Evaluation must be translated.)

Family Assessment Completed & copy to be forwarded

DISCIPLINES INVOLVED IN CORE EVALUATION

Occupational Therapy

Audiologist

Physician Assistant

Physical Therapy

Nurse

Pediatrician

Special Educator

Nurse Practitioner

Psychologist

Speech/ Language Pathologist

Nutritionist

Social Worker

Physician

METHOD: P - Informed Clinical Opinion T - Standardized Test

DEVELOPMENTAL STATUS CODES

A - No Delay (development within acceptable ranges)

B - 2.0+ SD below the mean (sufficient alone for eligibility)

C - 1.5+ SD below the mean (similar delay in another functional area need ed to establish eligibility)

D - 12 month delay (sufficient alone for eligibility)

F - 33% or more delay (sufficient alone for eligibility)

G - 25% or more delay (similar delay in another function area needed to establish eligibility)

EVALUATION SUMMARY

Functional Area	Development Status	Method
Adaptive		
Cognitive		
Communication		
Social / Emotional		
Physical		

DIAGNOSED CONDITION AND ICD 9 CODE

1. _____

2. _____

Child's Name: _____

DOB ____/____/____

Date of Evaluation ____/____/____

() NOT ELIGIBLE

Write V 79.3 - Not Eligible. Attach evaluation report. Attach Core Evaluation, and Evaluation Summary.

() ELIGIBLE- BASED ON DIAGNOSED CONDITION

Sufficient to determine eligibility. Submit the following to assist in developing service plan:

1. Indicated Diagnostic Condition in Part A. Attach documentation of diagnosis.
2. Attach Core Evaluation, Core Evaluation Worksheet, and Evaluation Summary.
3. Attach all Evaluation reports.

() ELIGIBLE-BASED ON DELAY (MUST INCLUDE THE FOLLOWING:)

- | | |
|---|---|
| <input type="checkbox"/> Original Worksheet | <input type="checkbox"/> Original Summary |
| <input type="checkbox"/> Copy of Consent | <input type="checkbox"/> Attach all Evaluation reports |
| <input type="checkbox"/> Copy of Dr. Physical | <input type="checkbox"/> Indicate ICD 9 Code in Part B, |
| <input type="checkbox"/> Original Evaluation | <input type="checkbox"/> (if applicable) |

A. Diagnosed Physical and Mental Conditions with a high probability of Developmental Delay.

Complete this section only if the child is eligible based on diagnosed condition.

Attach documentation of diagnosis by physician.

- | | |
|---|--|
| <input type="checkbox"/> 270.2 Albinism | <input type="checkbox"/> 765.0 Less than 500 grams - Low Birth Weight |
| <input type="checkbox"/> 759.89 Angleman's | <input type="checkbox"/> 765.02 500 - 749 grams - Low Birth Weight |
| <input type="checkbox"/> 743.45 Aniridia | <input type="checkbox"/> 765.03 750 - 999 grams Low Birth Weight |
| <input type="checkbox"/> 728.3 Arthrogryposis | <input type="checkbox"/> 755.58 Lobster Claw (Hand) |
| <input type="checkbox"/> 314.00 Attention Deficit Disorder w/o Hyperactivity | <input type="checkbox"/> 369.20 Low vision both eyes (moderate to severe) |
| <input type="checkbox"/> 314.01 Attention Deficit Disorder with Hyperactivity | <input type="checkbox"/> 742.1 Microcephalus |
| <input type="checkbox"/> 369.00 Blindness, both eyes | <input type="checkbox"/> 389.2 Mixed conductive and sensorineural hearing loss |
| <input type="checkbox"/> 369.10 Blindness one eye, low vision other eye | <input type="checkbox"/> 742.4 Multiple anomalies of brain - Nos |
| <input type="checkbox"/> 749.00 Cleft Palate | <input type="checkbox"/> 377.23 Optic nerve coloboma (bilateral), Acquired |
| <input type="checkbox"/> 759.7 CHARGE Association | <input type="checkbox"/> 743.57 Optic nerve coloboma (bilateral), Congenital |
| <input type="checkbox"/> 389.00 Conductive Hearing Loss-Nos | <input type="checkbox"/> 359.8 Other Myopathies |
| <input type="checkbox"/> 742.3 Congenital Hydrocephalus | <input type="checkbox"/> 758.1 Patau's (Trisomy 13 D 1) |
| <input type="checkbox"/> 359.0 Congenital Muscular Dystrophy | <input type="checkbox"/> 299.80 Pervasive Developmental Disorder (PDD) |
| <input type="checkbox"/> 348.8 Cystic Periventricular Leukomalacia (CVPL) | <input type="checkbox"/> 755.4 Phocomelia (absence of limb) |
| <input type="checkbox"/> 315.31 Dyspraxia Syndrome | <input type="checkbox"/> 759.81 Prader-Willi |
| <input type="checkbox"/> 758.0 Down (Trisomy 21 OR 22 G) | <input type="checkbox"/> 309.81 Prolonged Post Traumatic Stress Disorder |
| <input type="checkbox"/> 758.2 Edwards' (Trisomy 18 D 1) | <input type="checkbox"/> 742.2 Reduction deformities of brain |
| <input type="checkbox"/> 313.9 Emotional Disturbance of Childhood (Unspecified) | <input type="checkbox"/> (Holoprosencephaly/Lissencephaly) |
| <input type="checkbox"/> 742.0 Encephalocele | <input type="checkbox"/> 362.21 Retinopathy of prematurity (grades 4 & 5) |
| <input type="checkbox"/> 760.71 Fetal Alcohol | <input type="checkbox"/> 389.10 Sensorineural Hearing Loss - Nos |
| <input type="checkbox"/> 759.83 Fragile X | <input type="checkbox"/> 741.00 Spina Bifida with hydrocephalus |
| <input type="checkbox"/> 299.0 Infantile Autism active state | <input type="checkbox"/> 741.90 Spina Bifida w/o hydrocephalus |
| <input type="checkbox"/> 343.9 Infantile Cerebral Palsy -Nos | <input type="checkbox"/> 952.9 Spinal Cord Injury, Nos |
| <input type="checkbox"/> 345.60 Infantile Spasms w/o intractable epilepsy | <input type="checkbox"/> 744.00 Unspecified anomalies of ear with hearing |
| <input type="checkbox"/> 345.61 Infantile Spasms with intractable epilepsy | <input type="checkbox"/> impairment |
| <input type="checkbox"/> 772.1 Intraventricular Hemorrhage (grade IV) | <input type="checkbox"/> 379.53 Visual deprivation nystagmus |
| <input type="checkbox"/> 774.7 Kernicterus | <input type="checkbox"/> 335.0 Werdnig-Hoffman Syndrome (Infantile Spinal |
| | <input type="checkbox"/> Muscular Dystrophy) |

B. Indicate Diagnostic Condition and ICD-9 Code(s) below if eligible due to delay or if different from above.

- 1 _____
- 2 _____

SUPPLEMENTAL EVALUATION WORKSHEET

C7

Child's Name: _____ **DOB:** _____

Early Intervention Evaluator

Provider : _____ **Phone:** _____

Contact Person: _____ **Fax:** _____

Supplemental Evaluation

Evaluation Type: _____

Evaluator :

() Physician

Name: _____

() Bilingual Evaluation

Title: _____

() Non- Physician

Functional Area	Developmental Status	Method
Adaptive		
Cognitive		
Communication		
Social / Emotional		
Physical		

Developmental Status Codes

- A - No Delay (development within acceptable ranges)
- B - 2.0+ SD below the mean (sufficient alone for eligibility)
- C - 1.5+ SD Below the mean (similar delay in another functional area needed to establish eligibility)
- D - 12 month delay (sufficient alone for eligibility)
- F - 33% or more delay (sufficient alone for eligibility)
- G - 25% or more delay (similar delay in another functional area needed to establish eligibility)

Method of Determination

Evaluation Type Code

- T - Standardized Test
- P - Informed Clinical Opinion

- | | |
|--------------------------|----------------------------|
| A - Assistive Technology | J - Psychological Services |
| F - Nursing | M - Special Instruction |
| G - Nutrition | N - Speech & Language |
| H - Occupational Therapy | Q - Vision |
| I - Physical Therapy | |

List Diagnosis and ICD Numbers:

1. _____ 2. _____

**Oneida County
Early Intervention Program
Evaluation Reports**

Purpose: To assist approved evaluators to report the findings of multidisciplinary and supplemental evaluations performed in accordance with regulations and Program authorization.

Functions:

1. Core Evaluation - Provides a standardized format for the reporting of the multidisciplinary evaluation results determined by the multidisciplinary evaluation team when a child is referred for the purpose of determining eligibility for the Early Intervention Program (EIP).
 - a. allows for the reporting and documentation of findings of evaluations performed directly by the team, as well as from evaluations received by the child from other evaluators prior to the family contacting the EIP when a collaborative agreement is in effect.
 - b. provides a format which assists evaluators in evaluating the child's developmental status as well as assessing the family's strengths, needs and concerns.
2. Supplemental Evaluation - Provides a standardized format for the reporting of supplemental evaluations performed by approved evaluators.

Completion Requirements:

1. For Core Evaluations:
 - Demographics and Parent Concerns – must be completed in accordance with regulations.
 - Transportation Section – must be completed in accordance with regulation
 - Special Concerns – any special concerns of the family or evaluator are to be documented in this section. When there are none, this is to be indicated.
 - Sections for the child's evaluation report: Communication; Cognitive; Social/Emotional; Adaptive; Physical (including Hearing and Vision) - Must include information as prompted by that section.
 - Statement of Eligibility
 - Recommendations Section – is to include recommendations for services that may be appropriate to meet the developmental needs of the child and enhance the capacity of the family to meet the special needs of their child with disabilities. These recommendations are to be made in accordance with the regulations with regard to identified needs of the child and family not on the availability of any particular provider.
 - Family Assessment – is to be completed according to regulations when information is voluntarily provided by the family. In the event the family

decides not to participate, so indicate.

- Signatures of evaluators
- b. For Supplemental Evaluations:
- Demographics must be included and be complete.
 - Reason for Referral/Parent Concerns must be included.
 - Special Concerns of the family and/or evaluator are to be documented. When there is none, this is to be indicated.
 - Assessment procedures must be specified
 - Statement of Eligibility
 - Recommendations Section – is to include recommendations for services that may be appropriate to meet the developmental needs of the child and enhance the capacity of the family to meet the special needs of their child with disabilities. These recommendations are to be made in accordance with the regulations with regard to identified needs of the child and family not on the availability of any particular provider.
 - Signature of evaluator

ONEIDA COUNTY
EARLY INTERVENTION PROGRAM

SAMPLE MULTIDISCIPLINARY (CORE) EVALUATION REPORT

Date: _____

Child's Name: _____ Phone: _____

Child's Address: _____ DOB: _____

Parent/Guardian: _____ Address (if different): _____

Foster Parent: _____ Chronological Age: _____

Service Coordinator: _____ Adjusted Age: _____

For each of the functional areas listed below please provide a brief summary. Specify the evaluation tools/methods used, the child's responses and scores, explanation of measures/or scores, conditions, developmental levels and the evaluator's opinions. The opinions for each domain should be reflective of the child's current level of functioning obtained through parent interviews, observations of child's responses, a review of pertinent records, etc.

Background information and Parent concerns/Current level of functioning: include information about diagnosed condition with high probability of delay, if any, and/or developmental delay in accordance with the definition of delay in Section 69-4.1 of the Regulations for the Early Intervention Program; family; health of child; review of previous assessments or evaluations (with parental consent) and daycare or educational history. Also include parent interview about family resources, priorities, and concerns related to the child's development and developmental progress; interview of any other family members or individuals with pertinent knowledge about the child's development (with parental consent).

Assessed by: _____ Title: _____

Recommendations:

Family Assessment: Voluntary on part of family. Assesses family strengths, priorities, concerns, and needs relative to enhancing child's development.

Family would like a family assessment. Yes or No

Eligibility Statement:

_____ Meets/does not meet eligibility criteria for services through the Early Intervention Program because:

Signatures: _____

ONEIDA COUNTY
EARLY INTERVENTION PROGRAM

SAMPLE SUPPLEMENTAL EVALUATION REPORT

Name:	Date of Birth:
Date of Evaluation:	Chronological Age:
Parents:	Adjusted Age:
Address:	Siblings:
Phone Number:	
Referral Source:	
Initial Service Coordinator:	
Primary Care Physician:	
Evaluator:	

REASON FOR REFERRAL/PARENTS CONCERNS:

BACKGROUND INFORMATION (Medical, Developmental, Social/Family):

ASSESSMENT PROCEDURES (Evaluation Tools, Medical and other Records available for Review):

GENERAL OBSERVATIONS: (related to field in which supplemental evaluation is being administered)

CLINICAL OBSERVATIONS/TESTING RESULTS: (related to field in which supplemental evaluation is being administered)

SUMMARY/EVALUATION IMPRESSIONS:

STATEMENT OF ELIGIBILITY

RECOMMENDATIONS

SIGNATURE: _____

**ONEIDA COUNTY
EARLY INTERVENTION PROGRAM
PHYSICIAN'S ASSESSMENT**

Child's Name: _____ Birth Date: _____

Address: _____ Date of Assessment: _____

Physician's Assessment of Child's Development in Each Area:

Lead: date tested: _____ level _____ Re-test recommended? Yes/No

date tested: _____ level _____ Re-test recommended? Yes/No

Physical:

Height: _____ Weight: _____ Head Circumference: _____

Any concerns with Vision?: _____ Right: _____ Left: _____

Any concerns with Hearing?: _____ Right: _____ Left: _____

Orthopedic (Gross /Fine Motor Delays):

Cognitive Development Status:

Communication Development Status:

Social/Emotional Development Status:

Adaptive (Self Help) Development Status:

Immunization Status:

Please attach copy of current shot record

Pertinent information you would like to add regarding this child's medical or developmental status.

Any current diagnoses? _____

Any restrictions, pre-cautions or limitations? _____

Physician's Signature _____ Date _____

**Oneida County
Early Intervention Program
County Voucher**

Purpose: To request payment for Early Intervention Services, evaluations and other family support services provided in the Early Intervention Program in accordance with the contract with the County.

Functions:

1. Serves to initiate processing of bills submitted for payment for services claimed as provided in accordance with statute, regulations, Program policy and procedures and contract effective at said time of service provision.
2. Provides program and departmental approval for payment of claims as adjusted.

Completion Requirements:

1. Refer to sample voucher attached
 - a. Complete the following sections:
 - Claimant's name and address
 - Description of Service (as shown)
 - Amounts per Billing Tool
 - Total
 - Claimant's Certification

Submission Requirements:

1. The voucher is to be submitted according to completion procedure above along with Progress Reports, Billing Tools, and required attachments and documentation.
2. Mail to: Early Intervention Program, Oneida County Health Department, 185 Genesee St., 4th floor, Utica, NY 13501.

Payment for Services:

1. Any claims for services will be approved for payment according to audit results of supportive documentation as defined in the protocol of those documents.
2. Payment of approved vouchers will be made within the period stated in the contract.

**Oneida County
Early Intervention Program**

Provider/Evaluators

The provider shall provide at the time of execution of this contract a list of qualified early intervention providers performing evaluations and services utilizing this document, for that purpose hereto attached as C11 or a facsimile thereof. Thereafter, the list should be updated before an unidentified qualified provider commences with the provision of services.

Proof of State Central Registry of Child Abuse and Maltreatment (SCR) in accordance with attachment C12 and a copy of each employee's license/certification must be submitted to the County with the contract and/or on an ongoing basis as required.

During the contract the provider shall provide to the County, before new employees begin to provide services, the following:

- Proof of SCR clearance.
- Copy of License/Certification

State Central Register of Child Abuse and Maltreatment

Attached is:

- The Early Intervention Program Memorandum 2001-1, Reissued in November 2002 outlining the guidelines with respect to SCR database checks on provider employees
- The updated SCR database check form and instructions (revised 4/09)

Please be aware that to order SCR forms, the address listed in the Program Memorandum is no longer valid. Please use the address listed on the updated instructions.



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Antonia C. Novello, M.D., M.P.H., Dr.P.H.
Commissioner

Dennis P. Whalen
Executive Deputy Commissioner

Reissued November 2002 Early Intervention Program Memorandum 2001-1

TO: Early Intervention Officials
Providers of Early Intervention Services
Other Interested Parties

FROM: Barbara McTague,
Acting Director
Early Intervention Program

SUBJECT: Guidelines on Database Check for Providers of Early Intervention Services through the State Central Register of Child Abuse and Maltreatment

The purpose of this memorandum is to provide guidance on Early Intervention Officials' and provider agencies' duties under Section 424-a of New York State Social Service Law, as amended by Chapter 578 of the Laws of 1997, to obtain a database check from the State Central Register of Child Abuse and Maltreatment for early intervention evaluators, service coordinators, and service providers who will have regular and substantial contact with children receiving early intervention services, who are being considered for employment or contracts, and who are currently employed or have contracts with municipalities or provider agencies.

I. Background

The New York State Child Protective Services Act of 1973¹ created a comprehensive program of child protective services, including the establishment of criteria for reporting and investigation of allegations of child abuse and maltreatment and a State Central Register of Child Abuse and Maltreatment ("SCR").² A key purpose of the SCR is to maintain a central record of reports of child abuse and maltreatment that are determined following investigation to be "indicated." An "indicated" report is a report for which there is determined to be some credible evidence child abuse or maltreatment occurred and was committed by an individual or individuals named as subject(s) of the report.

Chapter 480 of the Laws of 1980 amended the Child Protective Services Act to add Section 424-a of the Social Services law. The purpose of this provision was to improve the prevention of child abuse and maltreatment by requiring authorized agencies to inquire whether foster care or adoptive parents applicants and persons actively considered for employment in child-caring positions were subjects of an indicated report of child abuse or maltreatment. Section 424-a of the Social Services Law was subsequently amended in 1983, 1984, and 1985³ to improve "the assessment and evaluation of persons who will have the potential for regular and substantial contact

¹ Chapter 1039 of the Laws of 1973; Title 6 of Article 6 of the Social Services Law

² See also, 18 NYCRR Part 432 (Child Abuse and Maltreatment).

³ Child Abuse Prevention Act of 1985 (Chapters 676 and 677 of the Laws of 1985)

with children being cared for by child-caring agencies, programs, or facilities, through increased access to screening persons with the State Central Register of Child Abuse and Maltreatment."

II. Implementation Responsibility and Who Should be Checked through the SCR

In 1997, Section 424-a of the Social Services Law was amended to include early intervention services established under Section 2540 of the Public Health Law and requires or allows providers of early intervention services to access information contained in the statewide central register of child abuse and maltreatment as follows.⁴

- A. Under Social Services Law Section 424-a it is the responsibility of municipal Early Intervention Officials to implement procedures to ensure that Form LDSS-3370 (State Central Register Database Check Form) is completed and submitted to the SCR for:
 - (1) Any person who is being actively considered for employment and who will have the potential for regular and substantial contact with children who receive early intervention services.
 - (2) Any prospective individual contractors providing goods or services who will have the potential for regular and substantial contact with children who receive early intervention services.
- B. An Early Intervention Official *may request* that form DSS-L3370 be completed and submitted by:
 - (1) Current employees who have the potential for regular and substantial contact with children who receive early intervention services.
 - (2) Current *or* prospective consultants and volunteers who have the potential for regular and substantial contact with children who receive early intervention services.
 - (3) Current individual contractors providing goods and services who will have the potential for regular and substantial contact with children who receive early intervention services.
- C. Under Social Services Law Section 424-a it is the responsibility of early intervention provider agencies⁵ to implement procedures to ensure that Form LDSS-3370 is completed and submitted to the SCR for:
 - (1) Any person who is being actively considered for employment, and who will have the potential for regular and substantial contact with children who receive early intervention services.
 - (2) Any prospective individual contractors providing goods and services who will have the potential for regular and substantial contact with children who receive early intervention services.
- D. An early intervention provider agency *may request* that form LDSS-3370 be completed and submitted to the SCR for:
 - (1) Current employees who have the potential for regular and substantial contact with children who receive early intervention services.
 - (2) Current *or* prospective consultants and volunteers who have the potential for regular and substantial contact with children who receive early intervention services.
 - (3) Current individual contractors providing goods and services who will have the potential for regular and substantial contact with children who receive early intervention services.

For all mandated clearances, the database check must be completed and an acceptable response received from the SCR prior to *any unsupervised contact* between a child receiving early intervention services and the individual service provider.

⁴ Chapter 578 of the Laws of 1997. See Appendix A.

⁵ Incorporated entities, partnerships, sole proprietorships, municipalities, and state operated facilities operating under the approval of a state early intervention service agency as a provider of early intervention services.

The remainder of this memorandum uses a question and answer format to provide further guidance, including:

- Who should be checked through the SCR.
- Determining potential for "regular and substantial contact."
- How to complete a database check through the SCR.
- What happens and what to do when an individual checked through the SCR is the subject of an indicated report.

In addition, the Department of Health has collaborated with the Office of Children and Family Services (OCFS), the state agency responsible for maintaining the SCR, to make training available to municipal staff and early intervention provider agencies on the operational procedures to be used in performing database checks.

III. Questions and Answers About SCR Database Check Procedures

1. Who are providers of early intervention services?

There are two types of providers under the Early Intervention Program. *Individual providers* are those individual practitioners approved by the Department of Health to deliver service coordination, evaluations, or early intervention services. To be approved as individual providers of early intervention services, practitioners must have appropriate licensure, certification, or registration in one of the professions defined in program regulations as "qualified personnel"⁶ and meet the provider approval requirements established in program regulations.⁷

Early intervention provider agencies are those corporations, partnerships, sole proprietorships, state-operated facilities operating under the approval of any State Early Intervention Service Agency⁸, and municipalities approved by the Department of Health or other State Early Intervention Service Agency to deliver early intervention services to eligible children according to the requirements established in program regulations.⁹

Both types of providers under the Early Intervention Program are subject to the requirements under §424-a of Social Services Law. To be considered a provider of early intervention services for the purposes of the SCR database check, individuals and provider agencies must also have a contract with one or more municipalities.¹⁰

2. Who should be checked and who is responsible for completing a database check with the SCR?

⁶ Qualified personnel are defined at 10 NYCRR 69-4.1(jj) and include the following professionals: audiologists; certified occupational therapy assistants; licensed practical nurses, registered nurses and nurse practitioners; certified low vision specialists; occupational therapists; orientation and mobility specialists; physical therapists; physical therapy assistants; pediatricians and other physicians; physician assistants; psychologists; registered dietitians; school psychologists; social workers; special education teachers; speech and language pathologists and audiologists; teachers of the blind and partially sighted; teachers of the deaf and hearing handicapped; teachers of the speech and hearing handicapped; and, other categories of personnel as designated by the Commissioner.

⁷ See 10 NYCRR 69-4.5.

⁸ PHL Section 2541 defines State Early Intervention Service Agency to include the Department Of Health, State Education Department, Office of Mental Retardation and Developmental Disabilities, Office of Mental Health, Department of Social Services, and Office of Alcohol and Substance Abuse Services. Currently, only the Department of Health, State Education Department, and Office of Mental Health approve providers for the purposes of delivering early intervention services.

⁹ See 10 NYCRR 69-4.5.

¹⁰ The chief elected official of each municipality is responsible for the designation of an early intervention official to administer the Early Intervention Program and ensure the provision of early intervention services to eligible children residing within the municipality.

Individuals who are being considered for employment or a contract by an Early Intervention Official or provider agency and who will have regular and substantial contact with children receiving early intervention services *must* be checked through the SCR. Individuals who are currently employed by or under contract with an Early Intervention Official or provider agency, current or prospective consultants, and current or prospective volunteers *may* be checked through the SCR.

Early Intervention Officials or their designees are responsible for checking through the SCR *any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive early intervention services*. Early Intervention Officials or their designees are also responsible for *checking any prospective contractors* who will be individual providers of early intervention services and who will have the potential for regular and substantial contact with children receiving early intervention services through the SCR.

Early intervention provider agencies¹¹ are responsible for checking any person who is actively being considered for employment or for a contract to deliver early intervention services, and who will have the potential for regular and substantial contact with children, through the SCR.

For the purposes of enacting this statute, Early Intervention Officials or their designees and early intervention provider agencies may check current employees, contractors, consultants, and volunteers through the SCR who already have or have the potential for regular and substantial contact with children receiving early intervention services. This may include current employees who, because of a transfer or reassignment, have the potential for regular and substantial contact with children.

A database check must be completed for prospective employees and individual providers being considered for a contract prior to such individuals having any unsupervised contact with a child receiving early intervention services.

It is important to note that only employees may be checked through the SCR on a repeated basis, and employees can be checked through the SCR no more frequently than every six months. The LDSS-3370 form can only be submitted and checks received on a one-time basis for all others (individual contractors, consultants, and volunteers) who have or have the potential for regular and substantial contact with children receiving early intervention services.

All persons who have applied for employment, or a contract, or who are seeking to consult or volunteer must be notified that the municipality or provider agency will or may inquire into whether such person is the subject of an indicated child abuse and maltreatment report. All current employees, contractors, consultants, and volunteers must be notified prior to inquiries to the SCR regarding such persons by the completion and submission of form LDSS-3370.

3. If an early intervention provider agency is also a licensed child care provider, and the provider agency has been routinely obtaining database checks through the SCR for employees and contractors, is it necessary to obtain another database check for such persons to implement the law in regard to early intervention services?

No. If a licensed child care provider has received database checks through the SCR for its employees and contractors, it is not necessary to obtain an additional database check from the SCR for these employees and contractors. Under such circumstances, the employee or contractor would no longer be considered a prospective

¹¹ Incorporated entities, partnerships, sole proprietorships, municipalities, and state operated facilities operating under the approval of a state early intervention service agency and approved as a provider of early intervention services.

employee or prospective contractor. It would be permissible for the agency provider to obtain an additional database check for its employees (employees may not be checked any more frequently than every six months).

4. **If an individual is a prospective employee or prospective contractor for either a provider agency or municipality, and has the potential for regular and substantial contact with children receiving early intervention services and for children receiving preschool special education services, must the individual receive a database check through the SCR for both purposes?**

No. The provider agency and/or municipality need not check the same applicant twice in both capacities.

5. **If a provider agency has been purchased by another corporation or entity, or has amended its certificate of incorporation, must the employees and contractors be checked through the SCR by the new entity?**

No. If there is a change of ownership or an amended certificate of incorporation, a new database check is not necessary for current employees and contractors who have previously been checked through the SCR. The provider agency *may* seek a new database check for retained employees.

Any new applicants for employment or prospective contractors with the potential for regular and substantial contact with children receiving early intervention services would have to be checked through the SCR.

6. **What constitutes “unsupervised contact”?**

To determine what type of contacts are considered *unsupervised contacts* between children and an individual who is providing early intervention services, it is important to consider the context in which a service is being delivered. The following could be considered examples of unsupervised contact:

- Contact between children and the service provider at the service provider’s office, site of employment, a site operated by another provider agency, or other community setting (e.g., a day care center, nursery school, or family day care home) when the parent or person in parental relation¹² is not present and in the same physical location as the child (e.g., within visual contact of the child) *and* no other personnel are present and in the same physical location as the child.
- An encounter between children and a service provider in a therapy room when neither the parent nor person in parental relation, nor another employee of the agency is present.

7. **How should a determination be made about whether an individual will have or have the potential for “regular and substantial contact” with children receiving early intervention services?**

While the final determination of what may constitute “regular and substantial contact” with children receiving early intervention services will ultimately be with Early Intervention Officials or their designees and early intervention provider agencies, there are some general considerations that would apply in all cases.

The use of the terminology, “the potential for regular and substantial contact with children who are cared for by the agency,” as applied under SSL 424-a to employees, volunteers, consultants, and providers of goods and services, is clearly intended to make the provisions for screening such persons through the SCR applicable to more

¹² 10 NYCRR 69-4.1(h) defines person in parental relation as: (1) the child's legal guardian; (2) the child's standby guardian after their authority becomes effective pursuant to Section 1726 of the Surrogate's Court Procedure Act; (3) the child's custodian; a person shall be regarded as the custodian of a child if he or she has assumed the charge and care of the child because the parents, or legally appointed guardian of the minor have died, are imprisoned, are mentally ill, or have been committed to an institution, or because they have abandoned or deserted such child, or are living outside the state or their whereabouts are unknown; or (4) persons acting in the place of a parent, such as a grandparent or stepparent with whom the child lives, as well as persons who are legally responsible for the child's welfare; (5) except, this term does not apply to a child who is a ward of the state, and does not include a foster parent.

than just persons who have direct child-caring responsibility. Certainly such persons are included in the concept, but “regular and substantial contact” infers a degree of contact that is less direct child-care but more than casual or occasional. On the other hand, *it is not intended to require screening of everyone who may have occasional contact with children*. In addition, individuals who will only or primarily have contact with adults (e.g., parents or other caregivers), such as service coordinators, are not intended to be checked through the SCR.

In determining whom to include within the definition of “regular and substantial contact” it is necessary to give consideration to what may constitute “regular” contact and to what may constitute “substantial” contact. *Regular contact* would be more than a one-time contact. It would also be something other than a random set of contacts (e.g., contacts that occur over a period of time that are by chance or unplanned) even though the contacts occurred more than once with the same child. Regular also implies that there is some recurring basis to the contact, that is, it occurs once a day, once a week, twice a day, twice a week, twice a month, etc. An individual provider or employee who has contact with children receiving early intervention services on a recurring basis may be considered to have “regular” contact with children. This includes contact that occurs in any type of early intervention service delivery setting, including a provider site, community site¹³, or in children’s homes.

Substantial contact means contact that must last for some extended period of time, although no absolute time limit may be established for all circumstances. A brief contact of only a few moments in duration, or even a series of such contacts, would not be considered substantial contact. In addition, the person in contact with children should have an established role that involves some relationship to, or responsibility for the care and safety of the child in order for the person to be considered as having substantial contact with the child. For example, a service provider who may be alone for 15 minutes with children (regardless of the site where a service is being delivered) could generally given greater weight in making a “substantial contact” determination than a person in contact with children for a longer period of time in which parents or other personnel are present.

To meet the criteria of Social Services Law 424-a for completing a database check for persons with the SCR, such persons *must have the potential for both regular and substantial contact with children receiving early intervention services*. A person who has regular contact with children, even once every day, but whose contact could not be construed to be substantial, would not be a person about whom an inquiry to the SCR would be made. Similarly, a person who may have substantial contact with a child, in that a person may be alone with children for a substantial block of time, but whose contact is in no way regular (i.e., it happens only once or very infrequently without any recurring basis) would also not be a person whom inquiry to the SCR would be made.

Given these considerations, each early intervention official and provider agency must determine which persons being considered for employment or a contract must be checked with the SCR based on the provisions regarding “the potential for regular and substantial contact with children.” It is likely that the following persons being actively considered for employment or as a prospective contractor (or employees of such contractor) to provide the following early intervention services will have the potential for regular and substantial contact with children:

- Persons who will provide direct early intervention services to eligible children and their families and for whom the IFSP could include regular and substantial contact with a child receiving early intervention services (e.g., at least once or more a month for the duration of a six-month IFSP).
- Persons who serve as one-to-one aides for children receiving early intervention services.
- Persons who will provide transportation services to eligible children and for whom the IFSP could include regular and substantial contact with a child receiving early intervention services (e.g., at least once a month for

¹³ Community sites include the full range of community settings, including a child care center or family day care home, a relative’s home, a recreational center, library, etc.

the duration of a six-month IFSP).

- Persons who will provide respite services through employment or under contract with an Early Intervention Official or provider agency. It is important to note that when a family arranges for their own respite services (e.g., through family reimbursement mechanisms) Early Intervention Officials and providers *may not clear the respite provider through the SCR, if the respite provider is neither an employee nor contractor of an Early Intervention Official or provider agency.*

Transportation and respite contractors, as with provider agencies approved by the Department of Health or other state early intervention service agency, must check their own prospective employees and contractors who will have the potential for regular and substantial contact with children receiving early intervention services. Early Intervention Officials must notify the Department of Health of their transportation and respite contractors to arrange access to the SCR to these contractors through the Office of Children and Family Services.

It does not appear that persons being actively considered for employment or prospective contract to provide *only* service coordination services or evaluation services will have the potential for regular and substantial contact with children. *Service coordinators* primarily provide service coordination services through contact with parents or persons in parental relations of children receiving early intervention services. Under most circumstances, *evaluators* will not have regular contact with children receiving early intervention services. Although there may be substantial contact with children, it is unlikely that such contact will occur more than once or may occur infrequently (e.g., once every six months or once a year).

The final decision, however, as to whether a person must be checked with the SCR must be made by the Early Intervention Official (or designee) or the provider agency, based on their best judgment about the person's potential to have regular and substantial contact with a child or children receiving early intervention services.

- 8. If an individual provider is under contract with more than one municipality, or is an employee of a provider agency and is *seeking* a contract with another municipality and/or provider agency to deliver early intervention services, who is responsible for checking the individual provider through the SCR?**

Each municipality and early intervention agency provider is responsible for checking the individual through the SCR *regardless of whether the individual has been previously checked through the SCR for employment by or contractual services with another municipality or provider agency.*

- 9. Why is it necessary to check an individual provider who is currently under contract with another municipality or provider agency (or is currently employed by a provider agency) when that individual is being considered for a contract to deliver early intervention services?**

The SCR clearance is a "point in time" check to determine whether an individual has been the subject of an indicated report of child abuse or maltreatment. A database check is required at each time an individual is being considered as a prospective employee or contractor to determine that the individual has not been found to be the subject of a new indicated report of child abuse or maltreatment since previously checked by another employer or purchaser of early intervention services.

- 10. Can an Early Intervention Official or provider agency seek more than one database check for an employee or contractor who has the potential for regular and substantial contact with children receiving early intervention services?**

Early Intervention Officials and provider agencies may conduct periodic database checks *only* for *employees* who have the potential for direct and substantial contact with children receiving early intervention

services. Such database checks can be conducted no more than once every six months after the required notice has been given to the employee.

Contractors, consultants, and volunteers may be checked only once through the SCR by a particular Early Intervention Official or provider agency. There are no provisions or requirements to complete a database check more than once for individuals with this status.

11. Should current employees, consultants, and volunteers who have the potential for regular and substantial contact with children receiving early intervention services be checked with the SCR?

It is advisable that database checks be completed for employees, consultants, and volunteers who have been hired, under contract, or volunteering since the effective date of Chapter 578 (September 17, 1997) and who have regular and substantial contact with children receiving early intervention services.

12. Should current contractors who have the potential for regular and substantial contact with children receiving early intervention services be checked through the SCR?

It is advisable that individual contractors from whom services have been purchased since the effective date of Chapter 578 (September 17, 1997) and who have the potential for regular and substantial contact with children receiving early intervention services be checked with the SCR. It should be noted that contractors may only be checked one time by the Early Intervention Official or provider agency through the SCR and database checks may not be obtained each time a contract is renewed.

13. How are database checks conducted?

The following steps are necessary to check persons with the SCR:

- Early Intervention Officials and provider agencies will be assigned an Agency Code and Resource Identification Number by the OCFS that allows them to inquire of the OCFS as to whether a person has been the subject of an indicated report of child abuse and neglect. The Department of Health is responsible for notifying the OCFS of current Early Intervention Officials and all provider agencies approved to deliver early intervention services and under contract with a municipality. Once OFSC has assigned the identification number, the Department of Health is also responsible for notifying Early Intervention Officials and provider agencies of their identification number.
- When an offer of employment or a commitment to engage an individual contractor or consultant is made, the applicant or prospective contractor should be informed that an inquiry will be made to the SCR and that the basis for making the inquiry is a statutory requirement. Form LDSS-3370 should only be given to those who have the potential for regular and substantial contact with children.
- Form LDSS-3370 must be completed in its entirety for each person for whom a database check is being sought and ***must be complete and legible***.
 - It is recommended that the first section on the form be completed by the personnel office (or other designated administrative office) as appropriate. Supplies of database check forms can be obtained by writing to: New York State Family Assistance, Bureau of Forms and Print Management, P.O. Box 1990, Albany, NY 12201. Form LDSS-3370 can be downloaded at <http://www.ocfs.state.ny.us/main/forms/cps/>.
 - It is recommended that the applicant complete the balance of the form and that the personnel office (or other designated administrative office), as appropriate, ensure that it has been filled out completely and legibly, and assist the applicant as necessary to encourage accuracy.
- The Early Intervention Official or provider agency may designate one or more persons to be responsible for

ensuring completion of the LDSS-3370 form and for receiving and processing responses from the SCR.

- A \$5.00 fee must be submitted with the LDSS-3370 form for *new employees only*. This fee may be charged to the prospective employee. ***There is no fee for database checks for current employees, contractors, consultants, or volunteers.***
- The completed Form LDSS-3370 must be *mailed* (do not submit the form electronically, by fax, or deliver it by hand) to:

State Central Register
P.O. Box 4480
Albany, NY 12204-0480

- SCR staff checks the information on the database check form against the SCR database. A computer generated listing of possible matches is produced and analyzed by child protective specialists in order to determine whether the person is the subject of an indicated report of child abuse or maltreatment. When a match is found, further review of records, including local social service district records, is conducted for the SCR to determine whether there is a preponderance of evidence to prove that the subject committed an act or acts of child abuse or maltreatment that resulted in an indicated report *and* that such act or acts are relevant and reasonably related to issues concerning his/her employment or regular and substantial contact with children. The SCR also contacts the person who was checked to address whether such person wants an administrative hearing to challenge the determination.
- Upon examination of the information submitted, the SCR will notify the Early Intervention Official or provider agency whether or not the applicant is the subject of an indicated child abuse or maltreatment report.

14. How and when will an Early Intervention Official or provider agency receive a database check response from the SCR after submission of the LDSS-3370 form?

The SCR will notify the inquiring Early Intervention Official or provider agency in writing that the person being checked either *has or has not been* found to be the subject of an indicated report of child abuse or maltreatment as defined under Section 424-a of Social Services Law.

The SCR written notification will be returned to the inquiring Early Intervention Official or provider agency (or other designated database check liaison) in an Office of Children and Family Services envelope marked confidential. Early Intervention Officials and provider agencies should establish procedures to ensure that the confidentiality of the SCR response and the person being cleared with the register is maintained.

If a person who is checked is not found to be the subject of an indicated report of child abuse or maltreatment, the Early Intervention Official or provider agency can expect that a response will be posted by the SCR within approximately ten days of the receipt of the clearance form, **provided that the LDSS-3370 form was completed in a legible and accurate manner.**

If the SCR finds that the person is the subject of an indicated report, before advising the Early Intervention Official or early intervention provider agency, the person is afforded the right to an administrative hearing to challenge the indication. Only after this process is completed will the SCR advise the Early Intervention Official or early intervention provider agency that the person is the subject of an indicated report.

The results received from the SCR are confidential pursuant to section 422(4)(A) of the Social Services Law and unauthorized disclosure by an individual may subject such individual to civil or criminal penalties.

At least 30 working days should be allowed for the SCR to respond to a database check request. If no response has been received after that amount of time, it is recommended that a call be made to the SCR to follow

up on the status of the clearance request. Calls should be placed to (518) 474-4670. When contacting the SCR, you should have the following information readily available:

- The name of the person for whom a database check request was submitted.
- A copy of the database check form submitted for the person.
- The date the database check form was sent to the register.
- The database category (e.g., employee, contractor, etc.).

The SCR staff may ask you to resubmit your database check request with a cover letter indicating to whom you have spoken and the date the original database check request was submitted. A contact name and phone number should be included in the letter so that the SCR can call back if there is a problem or more information is needed.

15. What are the responsibilities of the EIO or provider agency if an individual is the subject of an indicated report?

If notice is received from the SCR that a person is the subject of an indicated report of child abuse or maltreatment, it is advisable that the Early Intervention Official or provider agency seek appropriate counsel in making a determination whether to hire an applicant for employment, retain a current employee, enter or continue a contract, use a volunteer or hire a consultant who will have the potential for regular and substantial contact with children receiving early intervention services. Guidelines for evaluating persons who are the subjects of indicated reports of child abuse and maltreatment have been developed for use in this process by the former Department of Social Services and are available from the Office of Children and Family Services.

16. Who is responsible for monitoring provider agencies and municipalities to ensure that the requirements for obtaining database checks for individuals with the potential for regular and substantial contact with children receiving early intervention services are being met?

The New York State Department of Health is responsible for monitoring both provider agencies and municipalities to ensure that all federal and state law and regulations pertaining to the Early Intervention Program are met, including the requirement that database checks are obtained for individuals with the potential for regular and substantial contract with children receiving early intervention services.

Provider agencies may also be monitored by municipalities with which they have entered into a contract to deliver early intervention services in accordance with state law and regulations pertaining to the Early Intervention Program and/or terms of the municipal contract.¹⁴

IV. For More Information

Questions about the procedures, guidelines for evaluation persons who are the subject of indicated reports of child abuse and maltreatment, and responsibilities for obtaining a database check for persons as required or permitted under New York State Social Services Law Section 424-a should be directed to:

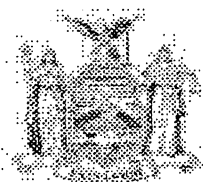
New York State Office of Children and Family Services – SCR
P.O. Box 4480
Albany, NY 12204-0480
(518) 474-5297

¹⁴ 10 NYCRR §69-4.12(2)

Questions about the Early Intervention Program or information about who should be checked through the SCR should be directed to:

New York State Department of Health
Bureau of Early Intervention
Corning Tower, Room 287
Empire State Plaza
Albany, NY 12237-0660
(518) 473-7016

bei@health.state.ny.us



David A. Paterson
Governor

NEW YORK STATE
OFFICE OF CHILDREN & FAMILY SERVICES
52 WASHINGTON STREET
RENSSELAER, NY 12144

Gladys Carrión, Esq.
Commissioner

Informational Letter

Transmittal:	09-OCFS-INF-04
To:	Commissioners of Social Services Executive Directors of Voluntary Authorized Agencies Directors of Day Care Centers and School-Age Child Care Programs
Issuing Division/Office:	Strategic Planning and Policy Development
Date:	August 4, 2009
Subject:	Changes in the LDSS-3370 Form for the Statewide Central Register Database Check
Suggested Distribution:	Directors of Social Services Adoption and Foster Care Supervisors
Contact Person(s):	Sharon Imam, Statewide Central Register, (518) 474-1567
Attachments:	Yes. LDSS-3370, Statewide Central Register Database Check, rev. 04/2009
Attachment Available Online:	http://www.ocfs.state.ny.us/main/forms/cps http://ocfs.state.nyenet/admin/forms/SCR

Filing References, if applicable (check on these –be sure that are correct and there are no typos)

Previous ADMs/INFs	Releases Cancelled	Dept Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
			SSL 424-a		

I. Purpose

The purpose of this Informational Letter (INF) is to provide information about changes that have been made to the Statewide Central Register Database Check Form (LDSS-3370), which is completed by applicants who are screened by the New York State Statewide Central Register (SCR) to determine whether they are the subjects of indicated reports of child abuse or

maltreatment on file with the SCR. The INF describes new requirements for completing this form and describes how to obtain copies of the revised version of LDSS-3370.

II. Background

Agencies authorized to conduct database checks under Section 424-a of the Social Services Law are required to submit a fully completed Statewide Central Register Database Check Form (LDSS-3370) for each person to be screened through the SCR. Previously, the SCR required applicants who completed the LDSS-3370 to provide a complete address history dating back either to 1973, which is the year that the SCR started storing information about child abuse and maltreatment, or to the applicant's 18th birthday, whichever was most recent.

The Office of Children and Family Services (OCFS) has now changed its requirements regarding the timeframe for which address history must be provided by persons who are screened. This was done for two reasons.

First, because information regarding child abuse and maltreatment remains in the SCR database for, at most, a period of 28 years, there is no longer any information in the database dating back to 1973, and thus there is no reason to ask for address history that far back. Therefore, OCFS has determined that applicants should only have to provide their address history for the period for which it could have information in its database (i.e., 28 years.)

Second, the SCR had not previously asked applicants to provide address information for periods before their 18th birthdays because persons under the age of 18 are not generally the subject of an indicated report of child abuse or maltreatment. However, a person who is a *parent* and under eighteen *can* be the subject of an indicated report of child abuse or maltreatment of his or her own child. Also, persons under the age of 18 who work in certain child care settings, such as day care programs, can be subjects of reports. Therefore, in order to be sure that it captures *complete* information about any indicated reports of child abuse or maltreatment, OCFS is now requiring applicants to provide address history information that includes addresses for the years prior to their 18th birthdays.

III. Program Implications

Previously, an applicant who was required to be screened by the SCR was required to provide address information for him/herself (and in some cases also for everyone living in the applicant's household who was 18 years of age or older) dating back to either January 1973 or the person's 18th birthday, whichever was most recent. As of June 19, 2009, those requirements for providing address information were no longer applicable.

Applicants must now provide their current address and any other addresses at which they have resided for the last 28 years, including street, city and state. For adoption, foster care, family and group family day care, the same address history for household members 18 years of age and older must also be included.

Other requirements for completing the LDSS-3370 remain unchanged.

SCR staff understands that some people may find it difficult to provide complete detailed information about address history for their childhood years. Provider agencies should advise applicants to do the best that they can in completing the LDSS-3370, providing at least the name of the city and state in which they lived for each time period, even if they do not know a street number or street name. SCR staff will be reasonable when determining the acceptability of address history information provided by screening applicants.

OCFS has issued a revised Statewide Central Register Database Check form (LDSS-3370), which should be used starting immediately. The revised form supports the new requirements for providing information about an applicant's address history. These new forms contain appropriate instructions for providing address history in the section labeled "Applicant Information / Address Area."

Provider agencies should discard all copies of previous versions of the Statewide Central Register Database Check Form (LDSS-3370), and obtain copies of the newly revised form to give to persons who must be screened.

Copies of the revised Statewide Central Register Database Check form (LDSS-3370) can be downloaded from the OCFS internet website using this link: <http://www.ocfs.state.ny.us/main/forms/cps>, and from the OCFS intranet website using this link: <http://ocfs.state.nyenet/admin/forms/SCR>.

Provider agencies can order copies of the revised Statewide Central Register Database Check Form (LDSS-3370) by using the Request for Forms and Publications, (OCFS-4627), which can also be accessed from the above websites or can be ordered by phone at 518-473-0971.

/s/ Nancy W. Martinez

Issued By:

Name: Nancy W. Martinez

Title: Director

Division/Office: Strategic Planning and Policy Development

Instructions for Completing the Statewide Central Register Database Check Form**LDSS-3370**

- **ALL** information on the form must be easily read so that data entry and results are accurate. Each SCR Database Check submitted should be reviewed for completeness and legibility by the program/agency liaison. If the form is incomplete or illegible, it will be returned to the agency for corrections.

THE PROPER WAY TO COMPLETE THE FORM:**AGENCY INFORMATION****TOP LINE OF FORM:**

- The three-digit agency code must be placed in the top left-hand box, followed by the Resource I.D. (RID) in the next box to the right. (Contact the licensing agency if there are any questions about these.)
- Daycare providers must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID number. (Contact your licensing agency/Regional Office if you have any questions).
- Clearance Category letter code (see back of Form LDSS-3370) must be placed in the middle box.
- Phone number (with area code) enables the SCR to contact the agency liaison if this becomes necessary.
- The Request ID Box is for SCR use only.

AGENCY ADDRESS AREA:

- Agency Name: Please use full name, no abbreviations
- Agency Liaison is the contact person at the inquiring agency. (*The SCR response will be addressed to the liaison.) **The liaison cannot be the applicant or a relative of the applicant.**
- Agency Address: Must include street, city

APPLICANT INFORMATION**APPLICANT/HOUSEHOLD MEMBER AREA:**

- **ALL HOUSEHOLD MEMBERS, ADULTS AND CHILDREN, WHETHER RELATED TO THE APPLICANT OR NOT, ARE TO BE LISTED IN THIS AREA OF THE FORM.**

- Remember to **write clearly** or **type** all information in order to assist in obtaining an accurate response. Record all names with the last name first, then the first name, and middle name.
- First line: Applicant's name. If there is more than one applicant place the additional name(s) on the lines below the maiden name line.
- Second line: Any maiden names, previous married names, or aliases by which the applicant is or has been known.
Use additional lines if there is more than one maiden/married/alias name to be listed.
- Remaining lines: Names of all other household members. (Attach an additional page if needed.)

If there are no other household members, indicate NONE on the line below "Maiden/Alias".

- First column: indicate the relationship to the applicant of each person listed. (Spouse, son, daughter, mother, father, friend, etc.)
- Sex M/F column: fill in either M (Male) or F (Female) for every person listed.
- Date of Birth column: fill in complete date of birth (mm/dd/yy) for everyone listed on the form.

ADDRESS AREA:

The information required varies depending on the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for categories), provide addresses for the applicant and any household member who is 18 and older. **We need this information for the last 28 years.** Attach supplemental pages if necessary, but **do not use** another LDSS-3370 form to list this additional information. Be sure to associate address histories with particular individuals (i.e., indicate which addresses are for which household members).
- For all other categories, only the applicant's address history is required – for the last 28 years.
- Complete addresses are required. Include street name and city/town/village. Also include street number and apartment number. **Post Office Box numbers are not acceptable.** If the applicant has lived abroad, indicate country and dates of residence. If the applicant has spent time in the military, list base names and locations along with dates. **Be sure that there are no periods of time unaccounted for.**
- The top line is for the current address. The previous address should be listed on the second line downward, and so on to the back of the form for the last 28 years. Staple the attached supplemental page to the form if more space is needed, but do not use another copy of the LDSS-3370 for this additional information.

SIGNATURE AREA:

Signatures required depend upon the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for category), signatures are needed from the applicant and any household member who is 18 or older.
- For all other categories, only the applicant's signature is required.
- All signatures must correspond to the names recorded in the Applicant/Household Member Area-for example; Mary Smith should not sign Mary Ann Smith. Victoria Smith should not sign Vicki.
- Applicants must sign in the boxes marked "Applicant's Signature", household members over 18 who are not applicants must sign in the boxes at the extreme bottom of the page marked "Signature".
- All signatures must be dated (mm/dd/yy). **The SCR will not accept a form with a signature date more than 6 months old.**

If you have questions regarding proper completion of this form, please call the SCR at 518-474-5297.

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

**STATEWIDE CENTRAL REGISTER
P.O. BOX 4480
ALBANY, N.Y. 12204-0480**

TO ORDER A SUPPLY OF LDSS-3370 FORMS:

Please access the (OCFS-4627) **Request for Forms and Publications**, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/>
Internet: <http://www.ocfs.state.ny.us/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:
THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12211

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
STATEWIDE CENTRAL REGISTER DATABASE CHECK
Agency Use Only

SCR USE ONLY
REQUEST I.D.

ALL INFORMATION MUST BE COMPLETE. PLEASE PRINT OR TYPE

AGENCY CODE:	RESOURCE I.D. (RID)	CHILD CARE FACILITY SYSTEM (CCFS) NUMBER:	CATEGORY USE ALPHA CODE:	PHONE NUMBER (Area Code): () -
PRINT BELOW THE ADDRESS ASSOCIATED WITH YOUR RID/CCFS NUMBER:			The particular classifications of persons who must or may be screened are set forth on the reverse side of this document. The alpha codes to complete the "Category" box above are also on the reverse side of this form. <u>FOR ALL CATEGORIES:</u> Complete the following for yourself, your spouse, your children and any other person(s) in your home at the present time. MAKE SURE YOU COMPLETE ALL MAIDEN NAME/ALIAS SECTIONS THAT APPLY. IF NONE, STATE "NONE" List RELATIONSHIP in the fields below (see reverse side for instructions) Attach additional page if necessary.	
AGENCY NAME:				
AGENCY LIAISON:				
STREET ADDRESS:				
CITY:	STATE:	ZIP CODE:		

The purpose of collecting the demographic data on *other persons in your household* who are not screened pursuant to Section 424-a of the Social Services Law is to enable the N.Y.S. Office of Children and Family Services to identify with the greatest degree of certainty whether the person(s) being screened is the subject of an indicated child abuse or maltreatment report. The utilization of this information in a discriminatory manner is contrary to the Human Rights Law.

APPLICANT/HOUSEHOLD MEMBER AREA *PLEASE TYPE OR PRINT CLEARLY

RELATIONSHIP TO APPLICANT	LAST NAME	FIRST NAME	SEX M/F	DATE OF BIRTH
APPLICANT				
MAIDEN/ALIAS				

Please provide your current address and any other addresses at which you have resided for the last 28 years, including street, city and state. For Adoption, Foster Care, Family and Group Family Day Care, also include the same address history for household members 18 of age and older.

CURRENT STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO
PREVIOUS STREET ADDRESS	APT #	CITY	STATE	ZIP	FROM	TO

I affirm that all the information provided on this form is true to the best of my knowledge. I understand that if I knowingly give false statements, such action could be grounds for denial or dismissal from employment or denial or revocation of a license, certificate, permit, registration or approval.

APPLICANT'S SIGNATURE	DATE	APPLICANT'S SIGNATURE	DATE
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EIGHTEEN YEARS OLD OR OVER:

I understand that as a person eighteen years of age or over in a home of an applicant to become an Adoptive or a Foster Parent or a Family or Group Family Day Care provider, the information I have provided will be used to inquire of the Statewide Central Register to determine if I am the subject of an indicated report of child abuse or maltreatment.

SIGNATURE	DATE	SIGNATURE	DATE
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AGENCY LIAISON INSTRUCTIONS

Please verify that each form is completed. Incomplete forms will be returned to the sender. For ADOPTION, FOSTER CARE, and FAMILY and GROUP FAMILY DAY CARE, if both spouses are applicants, both are to sign. Persons eighteen years old and over residing in the home of applicants for ADOPTION, FOSTER CARE and FAMILY AND GROUP FAMILY DAY CARE also must sign the form.

AGENCY CODE

Record your 3-digit agency code. **NOTE:** Day Care, Family and Group Family Day Care and Camps must provide the agency code of the agency or office which issues your license or certificate. Verify your Alpha or Alpha/Numeric 3 digit code with your licensing agency.

DAYCARE PROVIDERS

Must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID (RID) number. (Contact your licensing agency/Regional Office if you have any questions).

RESOURCE I.D. (RID)

Record your RESOURCE I.D. (RID) in this field. OCFS, OMH, OMRDD, DOH, OASAS and SED licensed agencies and programs, and Local Departments of Social Services, have RID'S as of 9/01. Verify your RID with your licensing agency. If you need assistance, email: ocfs.sm.conn_app@ocfs.state.ny.us

CLEARANCE CATEGORIES

Record the appropriate category.

- F - Prospective/new employee other than day care employees. (fee required - see below)*
- D - Prospective employee (Local DSS district - bill against reimbursement)**
- Y - Prospective Day Care employee
- Y - Provider of goods/services
- Y - Applying to be a group family day care assistant.
- Q - Applying to be group family day care provider.
- Z - Prospective volunteer/consultant.
- X - Applying to be adoptive parents pursuant to an application pending before the inquiring agency.
- W - Applying to be foster parents or family care home providers.
- R - Applying to be kinship foster parents.
- P - Applying to be family day care provider.
- N - Applying for a license to operate a day care center. (To be submitted by authorized licensing agency only.)
- M - Director of a summer camp, overnight camp, day camp or traveling day camp.
- E - Current employee.

AGENCY LIAISON

Record the name of the person to whom the response should be sent (**cannot be the same as applicant or related to the applicant**).

APPLICANT/HOUSEHOLD MEMBER AREA INSTRUCTIONS- This information is to be provided by the applicant/employee/provider. See front of form.

APPLICANT (S) (at least one person must be so designated)-USE FIRST LINE

MAIDEN NAME/ALTERNATIVE/AKA: must be completed for every applicant. Record ALL previous names used. Start with second line.

Use as many lines as needed (One last name per line)

OTHER HOUSEHOLD MEMBERS: describe relationship to applicant, e.g., son, daughter, father, mother, friend, etc. on remaining lines

(ATTACH ADDITIONAL PAGE IF NECESSARY)

IF NO OTHER HOUSEHOLD MEMBERS, record NONE on line below MAIDEN/ALIAS.

*Social Service Law 424-a requires the collection of fees for certain categories. A certified check, postal or bank money order, teller's check, cashier's check or agency check made payable to "New York State Office of Children and Family Services" in the amount of five dollars, is to accompany the form. The check also is to include the applicant's name and the agency code.

N.B.: **a separate check must accompany each form.**

**Social Service Law 424-a, allows local DSS to bill against their reimbursement the charge collected for screening prospective employees.

If you have questions regarding proper completion of this form, please call the SCR at 518-474-5297.

MAIL YOUR COMPLETED LDSS-3370 FORM TO:

**STATEWIDE CENTRAL REGISTER
P.O. BOX 4480, Attention: Service Center Unit
ALBANY, N.Y. 12204-0480**

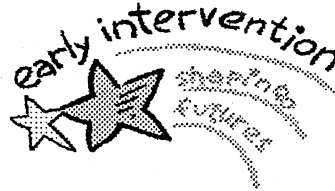
Please access the (OCFS-4627) **Request for Forms and Publications**, from the Intranet: <http://ocfs.state.nyenet/admin/forms/SCR/>
Internet: <http://www.ocfs.state.ny.us/main/forms/cps/> and mail the completed OCFS-4627 Request for Forms and Publications, to:
THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144. If you have difficulty accessing a form on either site, you can call the automated forms hotline at 518-473-0971.

Waste Management

In accordance with the Oneida County Board of Legislators Resolution #249, passed May 26, 1999, the Contractor must provide proof, in writing, that all waste and recyclables in the Oneida-Herkimer Solid Waste Authority's service area generated by the Contractor and any subcontractors in performance of this contract are delivered exclusively to the Oneida-Herkimer Solid Waste Authority facility.

The following proof is to be attached hereto and made a part hereof and must include:

1. Copy of agreement between Contractor and waste hauler, or if applicable, statement from Contractor, identifying the Contractor's waste hauler and the hauler's delivery location; and/or
2. Certification from the Oneida-Herkimer Solid Waste Management Authority stating the Contractor's waste hauler delivers waste and recyclables to one of the Authority's facilities.



Oneida County Health Department
Early Intervention Program
185 Genesee St., 4th floor, Utica, New York 13501

C14

Policy & Procedure

P&P#:

Title: Health, Safety and Sanitation

Ref:

Policy:

All persons (employed or contracted) representing the OCHD-EI program in any capacity will adopt and adhere to safe work practices. The purpose of this is to protect the child enrollee as well as the employee/ contractor/ family from communicable disease and/or injuries that could potentially occur in the EI setting.

Procedure:

**Health, Safety and Sanitation Components to Include in Written Policy
and to Apply When Delivering Facility-Based Early Intervention Services**

Early Intervention Program regulations require individual and agency providers who are approved to deliver services in a facility-based setting to develop and maintain written health and safety policies and procedures applicable to their particular practice.

Providers approved to deliver services in a facility-based setting should include the following health, safety, and sanitation components in their written health and safety policies and apply them in their practices, as appropriate. This includes, but is not limited to, the following:

1. The facility provides a safe physical environment for children, persons delivering services, and other individuals that access the premises:

For all providers:

- Fire alarm and detection systems are present and documented to be in working order, as indicated by documentation of periodic testing and maintenance in accordance with manufacturer's instructions and/or applicable code and state licensing. The New York State Department of State, local municipalities, and local fire districts establish building and fire codes that early intervention facility-based providers **must** be aware of and comply with. Specifically, fire detection, alarm, and suppression equipment appropriate to the type of building construction, size, height, and occupancy must be provided and maintained in accordance with the applicable requirements of the New

York State Uniform Fire Prevention and Building Code and applicable local fire safety codes.

- Fire extinguishers are inspected annually and tagged to certify they are in working order as demonstrated by gauge showing full charge. Extinguishers with seals must have unbroken seals, and providers must have knowledge of how to operate extinguisher(s).
- Evacuation routes are clearly posted and known to all staff.
- Health and Safety drills including Evacuation drills are conducted at least monthly. Drills are documented and recommendations for improvements shall be recorded.
- Building access and egress are secure, including preventing accidental access to outside areas.
- Hallways and exits are free from clutter and obstructions.
- Access to building hazards is restricted, including to portable heaters, pools, ditches, wells, open or easily accessible windows, etc.
- Stairs, walkways, ramps and porches are free of ice, snow, and other hazards.
- Furniture is safely arranged and secure, including highchairs with safety straps.
- Radiators and electrical outlets are properly covered and child proof.
- Trash is covered and stored appropriately.
- Bathroom facilities are clean, appropriately sanitized; and supplied with toilet paper, soap, and disposable towels.
- Toilets/sinks are accessible to children (special bathroom facilities, potty chairs, stepstools, etc.).
- Diapering facilities are available and include appropriate disposal containers; surfaces are sanitized after each use.
- Linens, blankets, bedding, cribs, cots, mats are clean and are changed/cleaned before use by another child.
- No evidence of insect or rodent infestation is present.
- Toxic materials, including cleaning supplies, flammable substances, prescription drugs, over-the-counter medicine, lighters, and matches must be locked in a locked storage cabinet, inaccessible to children, and stored away from food. Plants must also be inaccessible to children.
- Any pets on premises pose no threat to children.
- No peeling or damaged paint or plaster.
- Small objects, plastic bags, Styrofoam, and other potentially harmful objects are inaccessible to children.
- No obvious dampness or odors.

2. The provider delivers services in a way that protects the health and safety of children and other persons involved in the delivery of services, including employing a policy for adequate emergency procedures.

For all providers:

- Children are supervised at all times, including during toileting.
- Consumption of, or being under the influence of, alcohol or controlled substances is stated to be prohibited.
- Emergency contact numbers are posted and readily available.
- Provider illness, emergency, or other inability to provide services is addressed.
- Child illnesses and emergencies are addressed, including:
 - ✓ procedures to address emergency health situations, such as administration of first aid/CPR, if certified, or contacting emergency medical personnel

- ✓ emergency contact procedures, including notifying parents and obtaining emergency consents
- ✓ procedures for notification to the Early Intervention Official of serious child illnesses or emergencies
- ✓ procedures for addressing self-injurious behavior
- ✓ procedures for addressing routine, non-emergency child illnesses
- Equipment/materials/toys are developmentally appropriate, in good condition, cleaned and sanitized after each use, especially after use by children who are ill or if items come in contact with bodily fluids.
- Universal precautions are used, as appropriate, including:
 - ✓ hand washing/sanitation before providing services to children, after diapering, handling animals, in contact with any bodily fluids, or before and after eating. Hand washing signs shall be posted in the rest rooms
 - ✓ availability and use of disposable gloves
 - ✓ handling of potentially infectious bodily fluids (e.g., blood), including the cleaning and disinfecting of soiled surfaces; policy and practice should include a 10% solution of bleach and water prepared fresh each day or equivalent disinfectant. 10% bleach solution is equivalent to 1 part bleach to 9 parts water (Keep bottle labeled and securely stored to prevent accidental ingestion or contact)
 - ✓ adequate disposal of waste in a secure leak-proof plastic bag
- Smoking is prohibited in indoor areas, outdoor areas in use by children, and in vehicles while children are being transported. Smoking is not permitted in agency vehicles, buses, etc. regardless if children are present. Smoke smell lingers and causes allergic symptoms in some children.
- Health and safety incidents are documented, including child illnesses, injuries, and signs of abuse/maltreatment. Incidents may be recorded by the agency or the parent/guardian. Incident records shall be maintained and be available upon an audit.

For agency providers only:

- If applicable, prescription and over the counter medications are administered and stored in a safe manner according to the requirements of the applicable State standards. Administration of all medication (prescription and over-the-counter) is documented.
- If applicable, food sanitation and safety in preparation, serving and storage of food is addressed according to New York State Public Health Law, Section 225, Part 14. This includes use of suitable utensils and/or sanitary gloves to prepare food; use of suitable utensils, sanitary gloves, waxed paper, or napkins to serve food; frequent cleaning and appropriate sanitizing of food contact surfaces; washing, rinsing, and sanitizing of tableware after each use.

3. The provider is in compliance with other applicable local or State standards that apply.

For all providers:

- Copies of:
 - ✓ current Certificate of Occupancy, if applicable
 - ✓ documentation of current building inspection, if applicable
 - ✓ documentation of current fire inspection

Please note, local code enforcement officials may be a resource in this regard.

- For day care providers, current NYS day care permit/license/registration as follows:

- ✓ outside NYC, if operating more than 3 hours per day with 3 or more children
 - ✓ within NYC, if operating with more than 6 children, regardless of number of hours of operation
- There is a written process in place to report suspected child abuse and maltreatment, or to cause a report to be made, including notification to the New York State Central Register of Child Abuse and Maltreatment according to the New York State Social Services Law, Section 413 or Section 414, as appropriate, when there is reasonable cause to suspect that a child coming before a provider in their professional or official capacity is an abused or maltreated child.

For agency providers only:

- All new employees and contracted individuals who have the potential for regular and substantial contact with children are screened through the New York State Central Register of Child Abuse and Maltreatment, prior to unsupervised contact with children, according to the New York State Social Services Law, Section 424-a.

4. The provider is in compliance with New York State Department of Health Early Intervention Program regulations and standards, and New York State Education Department regulations regarding Qualified Personnel.

For all providers:

- All individuals providing early intervention services have the appropriate licensure, certification, registration, or documentation requirements in the area in which they are providing services. Please note the following particular circumstances:
 - ✓ A New York State Education Department's provisional/permanent certification in special education or initial/professional certification as a Teacher of Students with Disabilities (birth—grade 2) may provide early intervention services, as appropriate.
 - ✓ Documentation identifying the licensed speech-language pathologist who provides supervision to the individual completing their nine months of supervised contact and/or Clinical Fellowship Year (CFY), as well as terms of the supervision.
 - ✓ Notification of Approval or Form 6, or documentation that an individual completing their nine months of supervised experience possesses a Masters degree in speech-language pathology; is employed by the agency where s/he is completing their supervised experience; and is supervised by a licensed, registered speech-language pathologist from the same agency that employs the individual completing their nine months of supervised experience.
 - ✓ A Department of Health-approved, child-specific waiver requested by the Early Intervention Official to allow a teacher of the speech and hearing handicapped to provide early intervention speech therapy services to a particular child, under certain circumstances.

For agency providers delivering facility-based services, all current and future staff receive training regarding health and safety policies and procedures, and are evaluated to ensure procedures are being followed. All contractors who deliver services on behalf of the provider are made aware of appropriate health and safety practices and are monitored to ensure appropriate health and safety practices are being followed.

**Health, Safety and Sanitation Components to Apply When
Delivering Home and Community-Based Early Intervention Services**

Providers approved to deliver home and community-based early intervention services should apply the following health, safety, and sanitation components in their practices, as appropriate. This includes, but is not limited to, the following:

1. The provider delivers services in a way that protects the health and safety of children and other persons involved in the delivery of services, including during emergencies:

For all providers:

- Children are supervised at all times. Parent/caregiver is present during service delivery when services are delivered in the home.
- Consumption of, or being under the influence of, alcohol or controlled substances is prohibited.
- Emergency contact numbers are posted and readily available.
- Provider illness, emergency, or other inability to provide services is addressed.
- Child illnesses and emergencies are addressed, including:
 - ✓ procedures to address emergency health situations, such as administration of first aid/CPR, if certified, or contacting emergency medical personnel
 - ✓ procedures for notification to the Early Intervention Official of serious problems, when appropriate
 - ✓ procedures for addressing self-injurious behavior
 - ✓ procedures for addressing routine, non-emergency child illnesses
- Equipment/materials/toys are developmentally appropriate, in good condition, cleaned and sanitized after each use, especially after use by children who are ill or if the items come into contact with bodily fluids.
- Universal precautions are used, as appropriate, including:
 - ✓ hand washing/sanitation before providing services to children, after diapering, handling animals, in contact with any bodily fluids, or before eating
 - ✓ availability and use of disposable gloves
 - ✓ handling of potentially infectious bodily fluids (e.g., blood), including the cleaning and disinfecting of soiled surfaces; policy and practice should include a 10% solution of bleach and water prepared fresh each day or equivalent disinfectant. 10% bleach solution is equivalent to 1 part bleach to 9 parts water
 - ✓ adequate disposal of waste in a secure leak-proof plastic bag
- Health and safety incidents are documented, including child illnesses, injuries, and signs of abuse/maltreatment.

2. The provider is in compliance with other applicable local or State standards, as appropriate.

For all providers:

- There is knowledge of a process to report suspected child abuse and maltreatment, or to cause a report to be made, including notification to the New York State Central Register of Child Abuse and Maltreatment according to the New York State Social

Services Law, Section 413 or Section 414, as appropriate, when there is reasonable cause to suspect that a child coming before a provider in their professional or official capacity is an abused or maltreated child.

For agency providers only:

- All new employees and contracted individuals who have the potential for regular and substantial contact with children are screened through the New York State Central Register of Child Abuse and Maltreatment, prior to unsupervised contact with children, according to the New York State Social Services Law, Section 424-a.

3. The provider is in compliance with New York State Department of Health Early Intervention Program regulations and standards, and New York State Education Department regulations regarding Qualified Personnel.

For all providers:

- All individuals providing early intervention services have the appropriate licensure, certification, registration or documentation requirements in the area in which they are providing services. Please note the following particular circumstances:
 - ✓ A New York State Education Department's provisional/permanent certification in special education or initial/professional certification as a Teacher of Students with Disabilities (birth—grade 2) may provide early intervention services, as appropriate.
 - ✓ Documentation identifying the licensed speech-language pathologist who provides supervision to the individual completing their nine months of supervised contact and/or Clinical Fellowship Year (CFY), as well as terms of the supervision.
 - ✓ Notification of Approval or Form 6, or documentation that an individual completing their nine months of supervised experience possesses a Masters degree in speech-language pathology; is employed by the agency where s/he is completing their supervised experience; and is supervised by a licensed, registered speech-language pathologist from the same agency that employs the individual completing their nine months of supervised experience.
 - ✓ A Department of Health approved, child-specific waiver requested by the Early Intervention Official, to allow a teacher of the speech and hearing handicapped to provide early intervention speech therapy services to a particular child, under certain circumstances.

For agency providers delivering home/community-based services, all current and future staff receive training regarding health and safety procedures and are evaluated to ensure procedures are being followed. All contractors who deliver services on behalf of the provider are made aware of appropriate health and safety practices and are monitored to ensure appropriate health and safety practices are being followed.

The following reference materials will be of assistance to early intervention service providers to develop and implement health and safety policies relevant to their unique situation:

- American Public Health Association and American Academy of Pediatrics under a grant from the U.S. Health Resources and Services Administration. *Caring for Our Children—National Health and Safety Performance Standards: Guidelines for Out-of-Home Child Care Programs*. Washington, DC: APHA & APA, 1992.

- Shapiro Kendrick, A., Kaufmann, R. and Messenger, K.P., eds. *Healthy Young Children*. Washington, DC: National Association for the Education of Young Children, 1995.
- Centers for Disease Control and Prevention Website, www.cdc.gov/ncidod.

APPROVED:

Original: X **Date:** 8/7/02 **By:** Theresa Kapes

Reviewed: To be reviewed annually

Revised:

Date: _____

By: _____

Date: 11/28/2006
 04/30/2007
 05/07/2007

Approved
By: SCK
 SCK
 SCK

Corporate Compliance

The contractor is required to have a Corporate Compliance Policy sufficient to comply with the requirements of the Office of Health and Human Services and the NYS Office of Medicaid Inspector General. This policy has to remain in effect throughout the duration of this contract and this policy and its procedures must be communicated to the contractor's employees by the contractor or their agent. In such cases where the contractor does not have a Corporate Compliance Policy that meets the requirements, they will be required to utilize and conform to the policy of the Oneida County Health Department.

Exhibit D
Description of Services

1. Representations:

The Contractor represents and warrants that it has fully and accurately completed Exhibit E entitled "Agency Provider Information Form," or Exhibit F, entitled "Individual Provider Information Form," as appropriate, and if applicable, Exhibit G, entitled "Site Information Form." A separate Exhibit G shall be included for each facility or site owned or leased by the Contractor for the purposes of providing Early Intervention Services. The Contractor shall notify the County and State approving agency within five (5) days of any change in the information provided in Exhibit E, Exhibit F or any Exhibit G.

2. Early Intervention Provider Approval:

- a. The Contractor shall be approved to provide Early Intervention Services by either the NYSDOH or NYSED.
- b. The Contractor shall contact the Oneida County, Early Intervention Program immediately upon becoming aware that the New York State certification and/or License, Drug Enforcement Agency (DEA) registration, Medicare or Medicaid certification of any staff member, employed or contracted, is restricted, suspended or temporarily and/or permanently revoked by any regulatory authority. The County shall then immediately notify the NYSDOH.
- c. The Contractor shall require verification that any agent otherwise required by law, employee, or subcontractor have documentation of completion of a child abuse course.
- d. The Contractor shall maintain on file current copies of New York State certification and/or License and documentation of continuing education programs as required by the NYSDOH for any agent, employee or subcontractor and produce such documentation upon request of the County and/or NYSDOH or their respective designee.
- e. Use of the New York State Child Abuse Register shall be required, with respect to all Individual providers as well as Agency staff employed or contracted, when required by law, and, in the case of Agency Contractors, when an authorization code is issued to the Contractor by the appropriate New York State agency.

3. Immunizations:

The Contractor shall require the following of all personnel as a condition of employment or affiliation, in accordance with the NYSDOH 1998 Immunization Guidelines for Health Care Providers:

- a. NYCRR Section 405.3 and 763.13 requires that health care workers must prove immunity to measles and rubella.
- b. In addition, Federal regulations 29 CFR Part 1910.1030 states that employers shall make available hepatitis B vaccine to all employees who have occupational exposure to hepatitis B.
- c. The Advisory Committee on Immunization Practices (ACIP) strongly recommends that employees who have contact with patients at high risk for complications of influenza receive yearly influenza vaccination. The ACIP also strongly recommends that all susceptible health care workers be vaccinated against varicella.
- d. It is recommended that health care workers have proof of immunity to tetanus-diphtheria.
- e. PPD (Mantoux) skin test for tuberculosis prior to employment or affiliation and at annual intervals thereafter in the case of negative findings. Positive findings requires appropriate clinical follow-up, but no repeat skin tests.
- f. Documentation of an annual physical for an Individual Contractor for any Provider of Services, employed, or contracted, for any Agency Contractor is recommended upon execution of the Agreement and then an annual health update, during the term of this Agreement. However, the County retains the right to request a physical in place of an annual health update at any time.

4. Provision of Services:

- a. All Services shall be conducted by appropriately licensed or qualified professionals in accordance with the Act and the Regulations, including the provisions for confidentiality and parental consent, in accordance with generally accepted standards of professional quality, and in accordance with County directives, NYSDOH Early Intervention Program Memoranda documents, Clinical Practice Guidelines, procedures manuals and quality assurance documents, including County Early Intervention Program procedure manuals in effect at commencement of the term of this Agreement and any subsequent amendments thereto.
- b. The Contractor shall provide such professional Services as may be necessary to accomplish the work required to be performed under and in

accordance with this Agreement and in accordance with the IFSP for each Child.

- c. The Contractor shall forward to the County annually, on or before January 1 of each year during the term of this Agreement, a complete list of its employees, agents and subcontractors providing Services, including names and areas of certification. The Contractor shall notify the County of any additions or deletions to such list as they occur.
- d. The Contractor shall have the capability to deliver Services on a twelve-month basis and provide flexibility in hours of service delivery.

5. New York State Department of Health and State Education Department Approval Letters:

The Contractor shall provide only Services for which it has been approved by the NYSDOH or State Education Department (SED) for the entire catchment area for which it has been approved to the extent allowed by his/her/its capacity. The Contractor shall provide the County with the approval letter issued by the NYSDOH or SED. If approval is amended by NYSDOH or SED, amended approval letters shall be forwarded to the County. No newly approved Services shall be provided until receipt of the amended approval letter is acknowledged by the County. Such approval, or as applicable, amended approval letter shall be attached to this Agreement (Exhibit J).

6. Quality Assurance:

The Contractor agrees to cooperate and participate in the implementation of Quality Assurance Reviews conducted by the County and/or the NYSDOH or SED. The Contractor further agrees to review and disseminate to their employees and/or sub-contractors the Oneida County Early Intervention Provider Performance Report Card.

7. Attendance at Mediations and Impartial Hearings:

- a. As provided by law, where a Parent has requested mediation or an impartial hearing with respect to any Child for whom the Provider has provided Contract Services, the Provider shall cooperate with the Department representatives assigned to conduct such mediation or impartial hearing. Such cooperation shall include but not be limited to the following: (1) consultation with the appropriate Department representatives; and (2) after such consultation, provision of a witness or witnesses with either direct knowledge of the Child or sufficient knowledge of the Child such that the witness or witnesses will effectively participate in the mediation or impartial hearing process.
- b. In the event that proceedings initiated pursuant to subdivision A of this section continue beyond the impartial hearing level, the Provider shall

continue to cooperate with the Department representatives on the same terms as stated in subdivision A until the final resolution of the matter.

8. Attendance at Training Sessions:

The Contractor shall attend, without additional compensation, a minimum of three continuing education/training/in-service opportunities related to the type of Services provided by the Contractor for children under three years of age, per calendar year as may be required by the County. The Contractor shall maintain continuing education hours as required by the NYSDOH. For Agency Providers, this requirement applies to each staff person providing Services pursuant to this Agreement. Service Coordinators are required to attend the Introductory Service Coordination training session in accordance with Regulations and, also, attend Natural Environments training.

9. Records:

- a. Early Intervention Contractors must maintain records that document the performance of activities required to be completed by Providers on behalf of referred or eligible children and their families. Such records may contain the following documents:
 - i. Written correspondence with or regarding the child/family.
 - ii. Notes recording any relevant discussions with Parents or other providers regarding the child and family.
 - iii. Notes recording any relevant discussions with the municipality regarding the child and family.
 - iv. Documentation of written notice(s) (if any) sent to the Parent by the Provider, including type of notice and date when it was sent.
 - v. Any signed and dated parental consents for the provision of evaluations and early intervention services and/or for the disclosure of information.
 - vi. A copy of the IFSP and related documents, including IFSP amendments.
 - vii. Service authorizations.
 - viii. Reports, session notes, progress notes, and other documentation relating to evaluations or the delivery of services.
 - ix. Group attendance lists.

- x. Child/family reports, including evaluations (with relevant medical reports) and ongoing assessments related to the services provided.
 - xi. Physicians' orders and/or prescriptions for Services provided.
 - xii. Closure documentation and/or forms to demonstrate how and when the Child transitioned from the EIP or completed or ended Early Intervention Services for other reasons.
- b. Information about the specific details of service delivery must be recorded and maintained by the Contractor in order to establish the nature and extent of services provided and to substantiate early intervention claims to the municipality for reimbursement.

Contractors must submit the following documentation to municipalities at the time payment is sought for Services delivered to children under the Early Intervention Program:

- i. Recipient identification (name, sex, age, date of birth).
 - ii. Unit of service (e.g., home and community-based, facility-based, etc.) and specific type of Service provided.
 - iii. Date(s) service was rendered.
 - iv. ICD-9 diagnostic code for the conditions or reasons for which care is provided.
 - v. CPT code for delivered services.
 - vi. If an approved Individual provider under direct contract with the municipality delivered the service, the name, address, and license number of the Individual provider delivering the service.
 - vii. If an employee or subcontractor of an approved agency under contract with the municipality delivered the Service, the name and identifying information of the early intervention provider billing the municipality for services and the name and license number of the employee or subcontractor who directly delivered the service.
- c. Session notes documenting the delivery of certain diagnostic and/or treatment services to a child and/or caregiver on a particular date must be completed by all qualified personnel delivering Early Intervention services authorized in the family's IFSP for each service delivered. Such session notes shall, for each date where reimbursement for services is sought by the Contractor, include the following:
- i. Name of the recipient of the service (child/parent/caregiver).

- ii. Date of service.
 - iii. Type of service provided.
 - iv. Duration (length) of the session.
 - v. Brief 2-3 sentence description of the recipient's progress made by receiving the service during the session as related to the outcome contained in the IFSP.
 - vi. Name, title, and signature of the person delivering the service and the date the session note was created.
- d. In cases where services are provided through a sub-contractual arrangement, the direct provider of service shall retain the complete and original records related to the Early Intervention Services they deliver to an Eligible Child and family.
- e. Records shall be available to afford the Parent the right to inspect and review his/her child's record and obtain copies upon request. A reasonable fee may be charged to copy Early Intervention records upon parent request, not to exceed 10 cents per page for the first copy and 25 cents per page for additional copies.
- f. A Parent must also be afforded the opportunity to:
- i. Request that their child's records be amended if a record contains misleading or inaccurate information about the child or family or violates the privacy or any other rights of the child;
 - ii. Obtain a hearing if the Contractor refuses to amend a record;
 - iii. Include a statement to be kept and disclosed with the record if the record is not amended as a result of the hearing.
- g. Records shall be available for review by the Eligible Child's Service Coordinator, representatives of the County and/or NYSDOH or their respective designee during working hours at the Contractor's place of business or other location as agreed to by the Contractor and the County and/or NYSDOH.
- h. The Contractor shall keep its clinical and all other EI Program records available at all reasonable times for inspection, review, evaluation and audit by properly authorized personnel of the County, the State and federal government, subject to any limitations or restrictions imposed by any statutes, rules or Regulations governing confidentiality of child records, for a period of not less than that required by applicable law,

regulations, or record retention schedules of the County, State or federal government.

10. Progress Reports on Individual Eligible and Referred Children:

The Contractor shall complete a progress report for each Child receiving Services and shall submit a copy to the Child's Service Coordinator and Parent. The periodic progress report must summarize the effectiveness of the Service and the Child's progress made toward major outcomes/ rehabilitation goals. Progress reports shall be prepared for six-month reviews and annual evaluations of the IFSP at a minimum and preferably every 90 days, and sent to the Service Coordinator two weeks prior to the IFSP meeting.

If the IFSP team agrees that, due to the Child's age, condition, intensity of services being received, or other factors, more frequent progress notes are necessary, the Contractor must adhere to the specific time frames for progress notes specified in the IFSP.

11. Cooperation with Service Coordinators:

As necessary and reasonable and without additional compensation, Service Providers and Evaluators shall confer by telephone or in person with the Initial and Ongoing Service Coordinator, the Parent and the EIO regarding all aspects of Services, consistent with the Service Coordinator's need to monitor the delivery of Services to such Child.

12. Facilities:

When services are provided in a location or site that is under the control of the Contractor, the Contractor shall ensure that the physical plant is appropriately equipped and supplied to meet the needs of the Child, with current Certificate of Occupancy and in compliance with applicable state and local physical plant requirements.

13. Medical Assistance (Medicaid) and Private Insurance:

The Contractor shall cooperate with the Service Coordinator in ascertaining whether a Referred or Eligible Child is eligible for or enrolled in the Medical Assistance Program, Child Health Plus, and/or has private insurance or any other third party payment source. The Service Coordinator shall assist the Parent of a Child eligible for the Medical Assistance Program or Child Health Plus to have the Child enrolled therein. The Contractor shall forward to the County together with its bills for payment, all documentation and information necessary to support the County's billing of third party payers, including the Medical Assistance Program and private insurance, in such form as prescribed by the County. The Contractor shall further notify the Service Coordinator and the County or its designee if the Contractor knows that a Referred or Eligible Child has such payment sources.

Payment of bills by the County to the Contractor for services rendered to children who are covered under a private insurance plan may be withheld until and unless appropriate, fully executed third party forms and/or child record information as required by third party payers or the County are submitted by the Contractor to the County.

14. Provider Agreement Between New York State Department of Health and Service Providers and Statement of Reassignment:

The Contractor represents and warrants that it has fully and accurately completed Exhibit H, entitled "Provider Agreement Between the New York State Department of Health and Service Providers in the New York State Early Intervention Program" and Exhibit I, entitled "Statement of Reassignment." The failure to comply with any of the provisions of this section or to enter into or perform in accordance with such "Provider Agreement" and "Statement of Reassignment" shall be deemed a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

15. Participation in the IFSP Process:

As requested by the County and without additional compensation, unless permitted by law or regulations, the Contractor shall attend meetings for the purpose of participating in the development and/or review of the IFSP of a Child. Exceptions to such attendance shall be in accordance with the Regulations.

16. Screenings and Evaluations:

- a. The Evaluator shall complete Screenings and initial multidisciplinary Evaluations and prepare an evaluation report and written summary to the Parent, EIO and Service Coordinator as soon as practicable subsequent to the evaluation and within a sufficient time frame to enable convening of the IFSP meeting within forty-five (45) days of the date that the EIO received the referral. If the Evaluator cannot comply within a sufficient time frame (due to workload or scheduling issues), the Evaluator shall notify both the Parent, the Initial Service Coordinator and EIO, prior to initiation of the Evaluation, in order for the Parent to have the opportunity to select another Evaluator. This is not meant to circumvent the Parent's right to choose to wait for the Evaluator to conduct the Evaluation rather than choosing an alternative Evaluator.
- b. The Evaluator shall promptly notify the Service Coordinator and the County of the results of any Screening, and whether or not the Parent has determined to have an Evaluation done.

- c. Any screenings and/or evaluations performed by an Evaluator and evaluation reports must be in compliance with the Act, Regulations and NYSDOH Early Intervention Program Memoranda. Individuals who provide evaluations under the EIP should be experienced in the evaluation of young children. When evaluation experience is minimum, we require documented mentoring and joint evaluations to assist in the education and experience of professionals involved in the evaluation and assessment of children.
- d. Upon receipt and review of an Evaluation report by appropriate County staff, said staff may request modification of such Evaluation report only on the grounds of its failure to comply with Regulations, which may include a request for additional information where the Evaluation report indicates a Child is an Eligible child and fails to substantiate such determination.
- e. Under said Regulations, in the event that a telephone conference call is to be done in lieu of an in-person IFSP meeting, arrangements for such shall be made before the IFSP meeting with appropriate County employees. Where a knowledgeable authorized representative not a member of the team is to attend the IFSP meeting, said representative shall be a qualified personnel under the Regulations and shall have reviewed the findings of the Evaluation and have discussed it with members of the Evaluation team.

17. Service Coordination:

- a. In order to maximize continuity of Services, to the extent possible, a Contractor providing Service Coordination shall assign a single Service Coordinator selected by the parent to work with the Child and the Child's Parents. In the case of an Agency Provider, the Contractor shall immediately (within two business days) notify the EIO of any change in the Service Coordinator assigned to a Child, ensuring the Parent's rights regarding a choice of Ongoing Service Coordination Services as afforded under Regulations. The EIO will then be responsible to ensure a Parent's choice of another Ongoing Service Coordinator.
- b. The Service Coordinator shall be available on a twelve (12) month per year basis to perform service coordination services, including attendance at the Evaluation, IFSP meetings, and other meetings and appointments necessary to complete timely Evaluations as required by the Act and Regulations.
- c. The Service Coordinator shall be accessible to Parents during regular business hours, on a reasonable basis, 52 weeks per year. The Service Coordinator shall be accessible by telephone, at the Parent's home, or at a mutually agreed upon place, and shall be responsible for informing Parents as to the times and places of his/her accessibility. The Service

Coordinator shall further be reasonably accessible to the Evaluator and Provider of Services of the Eligible or Referred Child and to the County.

- d. The Service Coordinator shall ascertain whether the Child is enrolled in the Medical Assistance Program, Child Health Plus, and/or has private insurance or any other third party payment source and obtain all information necessary to process claims for Early Intervention services. Such information shall be periodically updated in the child's record and made available at IFSP reviews and annual Evaluations.
- e. The Service Coordinator shall assist the Parent in identifying and applying for benefit programs for which the family may be eligible, including: the Medical Assistance Program (Child Health Plus A); Supplemental Social Security Income Program; Physically Handicapped Children's Program; Child Health Plus B; and Social Security Disability Income.
- f. The Service Coordinator shall provide the full spectrum of Service Coordination activities enumerated in the Act and the Regulations, as specified in the Child's IFSP, including the provision of information to Parents on their rights and obligations under the Act, and the periodic monitoring of the delivery of Early Intervention services to determine if such services are being provided in conformance with the Child's IFSP. If services are not being provided in accordance with the IFSP or if there is a significant delay in initiating Services authorized in the IFSP, the Service Coordinator shall determine the reason(s) and notify the County immediately.
- g. The Service Coordinator shall provide Service Coordination for a child up to the limit of units of Service coordination prescribed in the IFSP and indicated on the Authorization Letter from the County. Additional units of Service may be provided only with the prior approval of the County and will require a fully executed amendment to the IFSP, including signatures of the Parent (s) and Early Intervention Official/designee.
- h. Service Coordinators shall prepare and submit reports and/or data regarding Service Coordination activities as requested by the County.
- i. Agencies employing or subcontracting with Individual Service Coordinators must ensure that these individuals meet all requirements of the NYSDOH, the Act and Regulations.

18. Early Intervention Provider Services:

- a. The Provider shall designate a person who shall be available to the County and Service Coordinator during regular business hours for consultation as to whether or not an Eligible Child can be appropriately served by the Provider and whether or not the Provider has the current capacity to serve the Child. Said person shall have sufficient authority to

agree by telephone to provide Early Intervention Provider of Services at the place, and for the duration and frequency as agreed to in the IFSP. Notwithstanding the foregoing, a Provider who is an individual without employees may make other arrangements satisfactory to the County for communications with the County and Service Coordinators.

- b. The Provider shall furnish Early Intervention Provider Services to the Child in conformity with the IFSP. It is the Provider's responsibility to verify that any Service authorizations issued by the County are in conformity with the IFSP and to notify the County immediately regarding any discrepancy.
- c. The Provider shall keep an accurate record of attendance of each Child for whom Early Intervention Provider Services are being provided under this Agreement, as specified by the County. Such record shall be kept in the Child's case file and may be requested at any time by the County.
- d. The Provider shall notify the Child's Service Coordinator and the County by telephone and facsimile transmission within twenty-four (24) hours of the Child's absence from more than three (3) scheduled sessions for the delivery of Early Intervention Provider Services and shall indicate the reason for said absence, if known. The Provider shall inform the County in writing within three (3) days of the absence. The Service Coordinator shall attempt to contact the Child's Parent(s) to ascertain the reason for the absences and immediately notify the EIO and Service Coordinator regarding the absences and reason for such absences.
- e. The Contractor is authorized to provide make-up sessions that are based on an individual child's needs and at the request of the Parent. Make-up sessions must be documented in the Eligible Child's IFSP, must be documented in the session note, must occur within a two week period from the missed service unless a make-up session beyond this specified two week period is deemed more appropriate by the Parent and EIO, and must be in accordance with the NYSDOH Early Intervention service taxonomy and billing guidelines.
- f. If at any point during the duration of the IFSP of a Child, the Provider is unable to provide the Child with the Early Intervention Provider Services specified in the IFSP, the Provider shall immediately notify the Parent and the Service Coordinator of such fact not less than ten (10) days prior to cessation of the Services. Nothing in this paragraph shall be in derogation of Parental rights conferred by applicable laws and Regulations.
- g. When an Eligible Child is voluntarily withdrawn from Early Intervention Provider Services with a Provider, for any reason, the Service Provider shall notify the Service Coordinator and the County within two (2) business days.

19. Transition Services:

The Contractor shall participate in the development and implementation of a transition plan for every child transitioning from the Early Intervention Program to programs under Section 4410 of the Education Law, and/or to other early childhood services in accordance with Regulations, NYSDOH Early Intervention Program Memoranda and other policies and guidance.

20. Respite Services:

If the Contractor is authorized to furnish respite services in accordance with Regulations and NYSDOH Early Intervention Program Memoranda, such Services shall be provided to Eligible Children and their families and paid in accordance with this paragraph 21, or any superseding provisions or rates established or approved by the Commissioner of the New York State Department of Health. Respite is temporary relief from care giving responsibility and is intended to provide support to Parents or other caregivers who may otherwise be overwhelmed by the intensity and constancy of care giving responsibilities that may be necessary for a Child with special needs. Respite services must be included in the Eligible Child's IFSP, which must specify the type(s) of respite to be provided as defined by the County.

A NYSDOH Contractor Approval Letter evidencing approval of respite services shall not be required as a condition of the Contractor providing such services under this Agreement.

Exhibit E
Agency Provider Information Form

EARLY INTERVENTION PROGRAM

The Contractor shall provide written notification within 5 (five) working days to the County and State approving agency of any changes to any information contained in this exhibit.

A) Legal/Corporate Agency Name:

Early Intervention Provider Agency Name: Building Blocks Learning Center, LLC

Executive Director: Michelle P. O'Brien

B) Principal Business Address:

Telephone: (315) 853-6090 Fax: (315) 853-3190 E-mail: bbllctherapy@gmail.com

Indicate the number of EI service delivery sites maintained by the provider. Include the principal business address if it is also a service delivery site: 1

Exhibit G must be completed for each service delivery site where services are provided.

C) Legal/Corporate Agency Tax Identification Number Information, as applicable:

Sole Proprietorship (Tax Identification Number)

Partnership, Joint Venture or Other Unincorporated Organization

Corporation Limited Liability company (LLC)

02-0713487

NPI number (National Provider Number)

1568607042

Taxonomy Code

D) Indicate Agency's Licensure, if applicable: (Check all applicable boxes)

- | | |
|---|--|
| 1. <input checked="" type="checkbox"/> Article 25 PHL Early Intervention Provider | 6. () Comprehensive Medicaid Case Management Provider |
| 2. () Article 28 PHL Diagnostic and Treatment Center | 7. () Section 4410 Education Law |
| 3. () Article 28 PHL Hospital Based Outpatient Clinic | 8. () Day Care |
| 4. () Article 16 MHL | 9. () Other: _____ |
| 5. () Article 31 MHL | |

Indicate State Agency that approved the program as an Early Intervention Provider if applicable:

1. SDOH 2. SED

Date of initial approval: 4/16/04

Date of most recent amendment: 4/14/11
* change of address

Indicate State-approved Early Intervention Services:

1. Evaluation Core Supplemental

2. Service Coordination

3. Service Provider: Home/Community Facility-based
 Parent-Child Group
 Family/Caregiver Support Group
 Group Developmental Intervention

List State-approved counties/boroughs of Early Intervention Service delivery:

Oneida, Herkimer, Madison

E) Is the Early Intervention Services Provider licensed, able and willing to provide services in the natural environment, as appropriate? YES NO

F) ADMINISTRATIVE CONTACT – Name, title, address, telephone, and fax numbers of the individual responsible for notices pursuant to the Agreement:

Name/Title: Michelle P. O'Brien

Address: 2 East Park Row Clifton, NY 13323

Telephone: (315) 853-6090 Fax: (315) 853-3190

G) FISCAL CONTACT – Name, title, address, telephone and fax numbers of the individual responsible for billing and payment information under the agreement:

Name/Title: James O'Brien

Address: 2 East Park Row Clifton, NY 13323

Telephone: (315) 853-6090 Fax: (315) 853-3190

H) PROGRAM CONTACT – Name, title, address, telephone and fax numbers of the individual responsible for establishing the availability of the E.I. Services Provider to provide services as delineated in an IFSP:

Name/Title: Michelle P. O'Brien
Address: 2 East Park Row Clinton, NY 13323
Telephone: (315) 853-6090 Fax: (315) 853-3190

I) COMPLIANCE CONTACT – Name, title, address, telephone and fax numbers of the individual responsible for quality assurance under the Agreement:

Name/Title: Michelle P. O'Brien
Address: 2 East Park Row Clinton, NY 13323
Telephone: (315) 853-6090 Fax: (315) 853-3190

J) List all managed care plans in which you participate as a provider of services:

FOR EARLY INTERVENTION OFFICE USE ONLY

Provider's contracted Early Intervention Service Category(ies):

- 1. Evaluations: Core Supplemental
- 2. Service Coordination: Initial Ongoing
- 3. Service Provider: Home/Community Facility-based
 Parent-Child Group Family/Caregiver Support Group
 Group Developmental Intervention

Contracted counties/borough(s) of Early Intervention Services delivery:

Oneida

Effective Date of Contract: From 7/1/11 To 6/30/14

One (1) Year() Two (2) Year() Three (3) Year Other()

() Initial () Amendment Renewal Date 7/1/11

Exhibit F
Individual Provider Information Form

The Contractor shall provide written notification within 5 (five) working days to the County and State approving agency of any changes to any information contained in this exhibit.

- A. 1. Name:
2. Professional Title:
3. Principal Contact (if applicable):
4. Phone No:
5. Fax No:

B. Mailing Address:
Name:
Address:

C. Individual responsible for billing and payment information under the Agreement (if different from A.1.)
Name:
Address:
Phone No:

D. Contractor will provide New York State DOH approved services, as defined in this Agreement, as follows (check all applicable boxes):

- Evaluator
- Service Coordinator
- Early Intervention Provider Services other than Respite
- Respite

E. Social Security Number:

F. National Provider Identifier _____
Taxonomy Code _____

G. NYS License and Registration or Certificate Number:

H. Specialty areas served, if any (e.g., vision impaired, autistic, emotionally disturbed children, etc.):

I. List all managed care plans in which you are a participating provider:

**Exhibit G
Site Information Form**

This form is to be completed only by contractors/providers approved by the New York State Early Intervention Program to provide early intervention services at one or more sites under the provider's control (e.g., own and/or operate).

The Contractor/provider must complete a separate Exhibit G for each site approved by NYS where services may be provided. Additional copies of Exhibit G may be reproduced as necessary. The Contractor shall provide written notification within 5 working days to the County and State approving agency of any changes to any information contained in this exhibit.

A. Name of Facility: Building Blocks Learning Center, LLC

Address: 2 EAST PARK ROW CLINTON, NY 13323

Phone No: (315) 853-6090

Fax No: (315) 853-3190

B. Address (if different from above) where books and records are maintained:

1. Fiscal Records: SAME

2. Clinical Program Records: SAME

C. Person responsible for establishing the availability of services delineated in an IFSP:

Name: Michelle P. O'Brien

Address: 2 EAST PARK ROW CLINTON, NY 13323

Phone No: (315) 853-6090

Fax No: (315) 853-3190

D. Contractor Licensure (check all applicable boxes)

- Article 28 PHL Diagnostic and Treatment Center
- Article 28 PHL Hospital Based Outpatient Clinic
- Article 16 MHL
- Article 31 MHL
- Comprehensive Medicaid Case Management Provider
- Section 4406 or 4410 of Education Law
- Day Care License
- Other (please specify): _____

Exhibit H

Provider Agreement Between the New York State Department of Health and Service Providers in the New York State Early Intervention Program

Contingent upon approval by the New York State Department of Health to participate in the New York State Early Intervention Program and the satisfactory completion of a Medicaid provider agreement and statement of reassignment for the purpose of establishing eligibility to participate in the New York State Medicaid Program under title XIX of the Social Security Act,

Building Blocks Learning Center, LLC
hereinafter, called the Provider, agrees as follows to:

- A. (1) Keep any records necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medical Assistance.
- (2) On request, furnish the New York State Department of Social Services, or its designee, and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A) (1), and any information regarding any Medicaid claims reassigned by the provider to the local early intervention agency.
- (3) Comply with disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B. Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional nondiscrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and marital status.
- C. Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York.
- D. Provide services in accordance with Title II-A of Article 25 of the Public Health Law and Subpart 69-4 of Title 10 of the Codes Rules and Regulations of the State of New York (New York State Early Intervention Program).

Authorized Signature: Michelle P. Brion Date: 4/27/11

Address: 2 East Park Row
City: Clinton State: NY Zip: 13323
Telephone No: 853-6090

Type of Early Intervention Provider (check all that apply):

- Evaluation Services
- Service
- Early Intervention Services
- Municipal Early Intervention Agency

Exhibit I
Statement of Reassignment

Building Blocks Learning Center, LLC
Name of Early Intervention Provider/ Practitioner

By this reassignment, the above-named program or practitioner of early intervention services agrees:

1. To reassign all Medicaid reimbursement for early intervention services to the municipal early intervention agency that you contract with to provide early intervention services.
2. To accept as payment in full from the municipal early intervention agency the State Department of Health promulgated payment levels for covered early intervention services.
3. To not bill Medicaid for eligible early intervention services which are specified in a child's Individualized Family Services Plan (IFSP). These services will be directly billed to and reimbursed by the municipal early intervention agency.
4. To comply with all the rules and policies as described in your contract with the municipal early intervention agency.

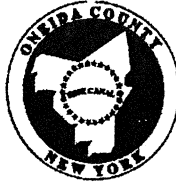
Monica P. Brien
Authorized Signature

Note: Nothing in this statement of reassignment would prohibit a Medicaid provider from billing reimbursement for Medicaid eligible services rendered outside the scope of the early intervention program.

Exhibit J

New York State Approval Letter and/or Amended Approval Letters

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building • 800 Park Avenue • Utica, New York 13501
(315) 798-5780 • Fax: (315) 798-6415
E-Mail: jtimpano@ocgov.net



MEMO

TO: Anthony Picente Jr., County Executive *Tony*

FROM: Joseph J. Timpano, County Comptroller *Joe*

RE: Advanced Refunding Bond Resolution

DATE: May 23, 2011

FN 20 11 - 184

WAYS & MEANS

As part of my on going duties as County Comptroller, I annually review our current debt portfolio to ascertain any possible refinancing of bonds. Just in the last 4 years, my office has refunded almost \$22M in bonds for a total cash savings of \$1.2M in principal and interest costs.

During my latest research, we have determined that \$4,475,000 in 2002 bonds can be refunded for a total cash savings of about \$217,000. Therefore, I am requesting your assistance in facilitating the passage of the enclosed resolution by the full board of legislators. However, I do believe that the market for municipal bonds is slowly improving and our cash savings could increase significantly. If adopted, I will monitor the market on a daily basis to determine the correct time to sell the refunding bonds and maximize the County's savings. In no circumstance, will I let the savings fall below the \$217,000 mark.

Please submit this proposal to the appropriate committees so the full board can act on this transaction at their June 29, 2011 meeting.

As always, thank you for your support and cooperation in the matter.

Cc: Sheryl Brown, Deputy Comptroller
Jerry Fiorini, Chairman of the Board
Dave Wood, Majority Leader

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 5/23/11

Patty Hudak, Minority Leader
Mike Billard, Clerk of the Board
Linda Dillon, County Attorney
Nichole Riesterer, Paralegal Assistant

REFUNDING BOND RESOLUTION

At a regular meeting of the County Legislature of the County of Oneida, New York, held at the County Office Building, 800 Park Avenue, in Utica, New York, on the 29th day of June, 2011, at ____ o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were:

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

INTRODUCTORY
NO. _____

F.N. 2009-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

REFUNDING BOND RESOLUTION OF THE COUNTY OF ONEIDA, NEW YORK, ADOPTED JUNE 29, 2011, AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, County of Oneida, New York (hereinafter, the "County") heretofore issued \$8,123,566 Public Improvement (Serial) Bonds, 2002 pursuant to a bond determination certificate dated May 1, 2002 and duly executed by the County Comptroller (the "2002 Bond Certificate"), to finance the cost of various improvements in and for said County as further described in the 2002 Bond Certificate, such bonds being dated May 1, 2002 with remaining maturities on May 1 in the years 2012 through 2022, both inclusive (the "2002 Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund all or a portion of the outstanding principal balance of the Refunded Bonds by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Legislators of Oneida County, New York, as follows:

Section 1. For the object or purpose of refunding the outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on such Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, (iv) the redemption premium to be paid on such Refunded Bonds which are to be called prior to their maturities, and (v) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$4,800,000 refunding serial bonds of the County pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$4,335,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues. The Refunding Bonds shall each be designated substantially "PUBLIC IMPROVEMENT

REFUNDING (SERIAL) BOND” together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R-11 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the County Comptroller pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, and (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph a of Section 57.00 of the Local Finance Law pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law. It is hereby further determined that such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the County Comptroller shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the County by lot in any customary manner of selection as determined by the County Comptroller. Notice of such call for redemption shall be given by mailing such notice to the registered owners not less than thirty (30) days prior to such date. Notice of redemption having been given as aforesaid, the bonds so called for redemption

shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the County shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to DTC, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the County Comptroller as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the

registration books of the County maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or first business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the County Comptroller providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the County Comptroller as fiscal agent of the County for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The County Comptroller, as chief fiscal officer of the County, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said County, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the County, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form.

The County Comptroller is hereby further delegated all powers of this Legislature with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of

the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the County by the manual or facsimile signature of the County Comptroller, and its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such

Refunded Bonds were issued is as specified in the Bond Certificate which is incorporated herein by reference;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the respective period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A attached hereto and made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on Exhibit A attached hereto and made a part of this resolution. This Legislature recognizes that the Refunding Bonds may be issued in one or more series, and for only portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably

be different from that attached hereto as Exhibit A. The County Comptroller is hereby authorized and directed to determine the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the County Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The County Comptroller shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Clerk of the Legislature not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The County Comptroller is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said County Comptroller shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Oneida County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said County a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the County to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the County shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the County hereby elects to call in and redeem each Refunded Bond which the County Comptroller shall determine to be refunded at the earliest call date available. The sum to be paid therefor on such redemption date shall be the par value thereof plus the redemption premium, as provided in the Refunded Bond Certificate, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the County in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold private sale to Jefferies & Company or its successor or as otherwise determined by the County Comptroller for purchase prices to be

determined by the County Comptroller, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds. Subject to the approval of the terms and conditions of such private sale by the State Comptroller as required by subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, the County Comptroller, is hereby authorized to execute and deliver a purchase contract for the Refunding Bonds in the name and on behalf of the County providing the terms and conditions for the sale and delivery of the Refunding Bonds.

Section 11. The County Comptroller and all other officers, employees and agents of the County are hereby authorized and directed for and on behalf of the County to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the County Comptroller and all powers in connection thereof are hereby delegated to the County Comptroller.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
 2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,
- and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspapers of said County, together with a notice of the Clerk of the Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

I, the undersigned Clerk of the Board of Legislators of Oneida County, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 29th day of June, 2011.
- 2) That such meeting was a special regular (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer
this _____ day of _____, 2011.

Clerk, Legislature

(CORPORATE
SEAL)

EXHIBIT A

PRELIMINARY REFUNDING FINANCIAL PLAN

COUNTY OF ONEIDA, NEW YORK

County of Oneida, New York

Refunding of Series 2002

Sources & Uses

Dated 06/28/2011 | Delivered 06/28/2011

Sources Of Funds

Par Amount of Bonds	\$4,335,000.00
Reoffering Premium	375,905.35

Total Sources \$4,710,905.35

Uses Of Funds

Total Underwriter's Discount	26,010.00
Costs of Issuance	60,000.00
Deposit to Net Cash Escrow Fund	4,620,304.08
Rounding Amount	4,591.27

Total Uses \$4,710,905.35

County of Oneida, New York

Refunding of Series 2002

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
05/01/2012	Serial Coupon	3.000%	0.870%	350,000.00	101.781%	356,233.50
05/01/2013	Serial Coupon	3.250%	1.150%	510,000.00	103.814%	529,451.40
05/01/2014	Serial Coupon	3.500%	1.500%	505,000.00	105.542%	532,987.10
05/01/2015	Serial Coupon	4.000%	1.850%	500,000.00	107.935%	539,675.00
05/01/2016	Serial Coupon	4.000%	2.100%	500,000.00	108.701%	543,505.00
05/01/2017	Serial Coupon	4.000%	2.430%	495,000.00	108.499%	537,070.05
05/01/2018	Serial Coupon	5.000%	2.720%	295,000.00	114.142%	336,718.90
05/01/2019	Serial Coupon	5.000%	3.010%	295,000.00	113.804%	335,721.80
05/01/2020	Serial Coupon	5.000%	3.240%	295,000.00	113.432%	334,624.40
05/01/2021	Serial Coupon	5.000%	3.440%	295,000.00	112.926%	333,131.70
05/01/2022	Serial Coupon	5.000%	3.600%	295,000.00	112.470%	331,786.50
Total	-	-	-	\$4,335,000.00	-	\$4,710,905.35

Bid Information

Par Amount of Bonds	\$4,335,000.00
Reoffering Premium or (Discount)	375,905.35
Gross Production	\$4,710,905.35
Total Underwriter's Discount (0.600%)	\$(26,010.00)
Bid (108.071%)	4,684,895.35
Total Purchase Price	\$4,684,895.35
Bond Year Dollars	\$22,943.63
Average Life	5.293 Years
Average Coupon	4.4935975%
Net Interest Cost (NIC)	2.9685755%
True Interest Cost (TIC)	2.7859998%

County of Oneida, New York

Refunding of Series 2002

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/28/2011	-	-	-	-	-
11/01/2011	-	-	60,919.17	60,919.17	-
12/31/2011	-	-	-	-	60,919.17
05/01/2012	350,000.00	3.000%	89,150.00	439,150.00	-
11/01/2012	-	-	83,900.00	83,900.00	-
12/31/2012	-	-	-	-	523,050.00
05/01/2013	510,000.00	3.250%	83,900.00	593,900.00	-
11/01/2013	-	-	75,612.50	75,612.50	-
12/31/2013	-	-	-	-	669,512.50
05/01/2014	505,000.00	3.500%	75,612.50	580,612.50	-
11/01/2014	-	-	66,775.00	66,775.00	-
12/31/2014	-	-	-	-	647,387.50
05/01/2015	500,000.00	4.000%	66,775.00	566,775.00	-
11/01/2015	-	-	56,775.00	56,775.00	-
12/31/2015	-	-	-	-	623,550.00
05/01/2016	500,000.00	4.000%	56,775.00	556,775.00	-
11/01/2016	-	-	46,775.00	46,775.00	-
12/31/2016	-	-	-	-	603,550.00
05/01/2017	495,000.00	4.000%	46,775.00	541,775.00	-
11/01/2017	-	-	36,875.00	36,875.00	-
12/31/2017	-	-	-	-	578,650.00
05/01/2018	295,000.00	5.000%	36,875.00	331,875.00	-
11/01/2018	-	-	29,500.00	29,500.00	-
12/31/2018	-	-	-	-	361,375.00
05/01/2019	295,000.00	5.000%	29,500.00	324,500.00	-
11/01/2019	-	-	22,125.00	22,125.00	-
12/31/2019	-	-	-	-	346,625.00
05/01/2020	295,000.00	5.000%	22,125.00	317,125.00	-
11/01/2020	-	-	14,750.00	14,750.00	-
12/31/2020	-	-	-	-	331,875.00
05/01/2021	295,000.00	5.000%	14,750.00	309,750.00	-
11/01/2021	-	-	7,375.00	7,375.00	-
12/31/2021	-	-	-	-	317,125.00
05/01/2022	295,000.00	5.000%	7,375.00	302,375.00	-
12/31/2022	-	-	-	-	302,375.00
Total	\$4,335,000.00	-	\$1,030,994.17	\$5,365,994.17	-

Yield Statistics

Bond Year Dollars	\$22,943.63
Average Life	5.293 Years
Average Coupon	4.4935975%
Net Interest Cost (NIC)	2.9685755%
True Interest Cost (TIC)	2.7859998%
Bond Yield for Arbitrage Purposes	2.6688662%
All Inclusive Cost (AIC)	3.0599085%

IRS Form 8038

Net Interest Cost	2.5788620%
Weighted Average Maturity	5.392 Years

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County of Oneida, New York

Refunding of Series 2002

Debt Service Comparison

Date	Total P+i	Net New D/S	Old Net D/S	Savings	Fiscal Total
06/28/2011	-	-	-	-	-
11/01/2011	60,919.17	60,919.17	101,031.25	40,112.08	-
12/31/2011	-	-	-	-	40,112.08
05/01/2012	439,150.00	439,150.00	576,031.25	136,881.25	-
11/01/2012	83,900.00	83,900.00	90,937.50	7,037.50	-
12/31/2012	-	-	-	-	143,918.75
05/01/2013	593,900.00	593,900.00	590,937.50	(2,962.50)	-
11/01/2013	75,612.50	75,612.50	80,312.50	4,700.00	-
12/31/2013	-	-	-	-	1,737.50
05/01/2014	580,612.50	580,612.50	580,312.50	(300.00)	-
11/01/2014	66,775.00	66,775.00	69,375.00	2,600.00	-
12/31/2014	-	-	-	-	2,300.00
05/01/2015	566,775.00	566,775.00	569,375.00	2,600.00	-
11/01/2015	56,775.00	56,775.00	58,125.00	1,350.00	-
12/31/2015	-	-	-	-	3,950.00
05/01/2016	556,775.00	556,775.00	558,125.00	1,350.00	-
11/01/2016	46,775.00	46,775.00	46,875.00	100.00	-
12/31/2016	-	-	-	-	1,450.00
05/01/2017	541,775.00	541,775.00	546,875.00	5,100.00	-
11/01/2017	36,875.00	36,875.00	35,625.00	(1,250.00)	-
12/31/2017	-	-	-	-	3,850.00
05/01/2018	331,875.00	331,875.00	335,625.00	3,750.00	-
11/01/2018	29,500.00	29,500.00	28,500.00	(1,000.00)	-
12/31/2018	-	-	-	-	2,750.00
05/01/2019	324,500.00	324,500.00	328,500.00	4,000.00	-
11/01/2019	22,125.00	22,125.00	21,375.00	(750.00)	-
12/31/2019	-	-	-	-	3,250.00
05/01/2020	317,125.00	317,125.00	321,375.00	4,250.00	-
11/01/2020	14,750.00	14,750.00	14,250.00	(500.00)	-
12/31/2020	-	-	-	-	3,750.00
05/01/2021	309,750.00	309,750.00	314,250.00	4,500.00	-
11/01/2021	7,375.00	7,375.00	7,125.00	(250.00)	-
12/31/2021	-	-	-	-	4,250.00
05/01/2022	302,375.00	302,375.00	307,125.00	4,750.00	-
12/31/2022	-	-	-	-	4,750.00
Total	\$5,365,994.17	\$5,365,994.17	\$5,582,062.50	\$216,068.33	-

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	207,001.21
Net PV Cashflow Savings @ 2.669%(EIC)	207,001.21
Contingency or Rounding Amount	4,591.27
Net Present Value Benefit	\$211,592.48
Net PV Benefit / \$4,475,000 Refunded Principal	4.728%
Net PV Benefit / \$4,335,000 Refunding Principal	4.881%

Refunding Bond Information

Refunding Dated Date	6/28/2011
Refunding Delivery Date	6/28/2011

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County of Oneida, New York

Refunding of Series 2002

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
06/28/2011	-	-	-	0.08	-	0.08
11/01/2011	4,620,304.00	0.030%	477.17	4,620,781.17	4,620,781.25	-
Total	\$4,620,304.00	-	\$477.17	\$4,620,781.25	\$4,620,781.25	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.08
Cost of Investments Purchased with Bond Proceeds	4,620,304.00
Total Cost of Investments	\$4,620,304.08
Target Cost of Investments at bond yield	\$4,579,113.73
Actual positive or (negative) arbitrage	(41,190.35)
Yield to Receipt	0.0302281%
Yield for Arbitrage Purposes	2.6688662%
State and Local Government Series (SLGS) rates for	5/04/2011

County of Oneida, New York

Refunding of Series 2002

Escrow Summary Cost

Maturity	Type	Coupon	Yield	Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
11/01/2011	SLGS-CI	0.030%	0.030%	100-000000	4,620,304	4,620,304.00	-	4,620,304.00
Subtotal		-	-	-	\$4,620,304	\$4,620,304.00	-	\$4,620,304.00
Total		-	-	-	\$4,620,304	\$4,620,304.00	-	\$4,620,304.00

Escrow

Cash Deposit	0.08
Cost of Investments Purchased with Bond Proceeds	4,620,304.00
Total Cost of Investments	\$4,620,304.08

Delivery Date 6/28/2011

County of Oneida, New York

Refunding of Series 2002

Total Refunded Debt Service

DATE	Oneida County Ser 2002	TOTAL P+I	Fiscal Total
11/01/2011	101,031.25	101,031.25	-
12/31/2011	-	-	101,031.25
05/01/2012	576,031.25	576,031.25	-
11/01/2012	90,937.50	90,937.50	-
12/31/2012	-	-	666,968.75
05/01/2013	590,937.50	590,937.50	-
11/01/2013	80,312.50	80,312.50	-
12/31/2013	-	-	671,250.00
05/01/2014	580,312.50	580,312.50	-
11/01/2014	69,375.00	69,375.00	-
12/31/2014	-	-	649,687.50
05/01/2015	569,375.00	569,375.00	-
11/01/2015	58,125.00	58,125.00	-
12/31/2015	-	-	627,500.00
05/01/2016	558,125.00	558,125.00	-
11/01/2016	46,875.00	46,875.00	-
12/31/2016	-	-	605,000.00
05/01/2017	546,875.00	546,875.00	-
11/01/2017	35,625.00	35,625.00	-
12/31/2017	-	-	582,500.00
05/01/2018	335,625.00	335,625.00	-
11/01/2018	28,500.00	28,500.00	-
12/31/2018	-	-	364,125.00
05/01/2019	328,500.00	328,500.00	-
11/01/2019	21,375.00	21,375.00	-
12/31/2019	-	-	349,875.00
05/01/2020	321,375.00	321,375.00	-
11/01/2020	14,250.00	14,250.00	-
12/31/2020	-	-	335,625.00
05/01/2021	314,250.00	314,250.00	-
11/01/2021	7,125.00	7,125.00	-
12/31/2021	-	-	321,375.00
05/01/2022	307,125.00	307,125.00	-
12/31/2022	-	-	307,125.00
Total	\$5,582,062.50	\$5,582,062.50	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/28/2011
Average Life	5.199 Years
Average Coupon	4.6206829%
Weighted Average Maturity (Par Basis)	5.199 Years

Refunding Bond Information

Refunding Dated Date	6/28/2011
Refunding Delivery Date	6/28/2011

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County of Oneida, New York

Refunding of Series 2002

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 5/01/2002 Delivered 5/09/2002							
Oneida County Ser 2002	05/01/2012	Serial	Coupon	4.250%	475,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2013	Serial	Coupon	4.250%	500,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2014	Serial	Coupon	4.375%	500,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2015	Serial	Coupon	4.500%	500,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2016	Serial	Coupon	4.500%	500,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2017	Serial	Coupon	4.500%	500,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2018	Serial	Coupon	4.750%	300,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2019	Serial	Coupon	4.750%	300,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2020	Serial	Coupon	4.750%	300,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2021	Serial	Coupon	4.750%	300,000	11/01/2011	101.000%
Oneida County Ser 2002	05/01/2022	Serial	Coupon	4.750%	300,000	11/01/2011	101.000%
Subtotal	-	-	-	-	\$4,475,000	-	-
Total	-	-	-	-	\$4,475,000	-	-

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Board of Legislators of Oneida County, New York, on June 29, 2011, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said County is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Dated: Utica, New York

_____, 2011

Clerk, Legislature

SUMMARY OF

REFUNDING BOND RESOLUTION DATED JUNE 29, 2011.

REFUNDING BOND RESOLUTION OF THE COUNTY OF ONEIDA, NEW YORK, ADOPTED JUNE 29, 2011, AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, Oneida County, New York (hereinafter, the "County") heretofore issued Public Improvement Serial Bonds for various County objects or purposes in 2002 (the "Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund all or a portion of the outstanding principal balance of the Refunded Bonds by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Legislators of Oneida County, New York, as follows:

Section 1. For the object or purpose of refunding the outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on such Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding

financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, (iv) the redemption premium to be paid on such Refunded Bonds which are to be called prior to their maturities, and (v) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$4,800,000 refunding serial bonds of the County pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$4,335,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the County Comptroller shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The County Comptroller is hereby further delegated all powers of this Legislature with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination

of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such Refunded Bonds were issued is as specified in the bond certificate relating to the Refunded Bonds which is incorporated herein by reference;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is \$211,592.48.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A of the complete resolution which is not published herewith. The

Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on such Exhibit A. This Legislature recognizes that the Refunding Bonds may be issued in one or more series, and for only portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that set forth in Exhibit A. The County Comptroller is hereby authorized and directed to determine the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the County Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The County Comptroller shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Clerk of the Legislature not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The County Comptroller is hereby authorized and directed to enter into an escrow contract or contracts (collectively the “Escrow Contract”) with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said County Comptroller shall designate (collectively the “Escrow Holder”) for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Oneida County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said County a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. The Refunding Bonds shall be sold for purchase prices to be determined by the County Comptroller, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds.

Section 8. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
 2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,
- and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3. Such obligations are authorized in violation of the provisions of the Constitution.

A COPY OF THE COMPLETE TEXT OF THIS RESOLUTION TOGETHER WITH ALL EXHIBITS IS ON FILE IN THE OFFICE OF THE CLERK OF THE LEGISLATURE WHERE IT IS AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS.



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

May 24, 2011

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

Honorable Members:

Legislator Hennessy has chosen to submit a proposal and draft local law to change health insurance benefits for Legislators.

I hereby submit Mr. Hennessy's proposal to the Courts, Laws and Rules Committee for consideration.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

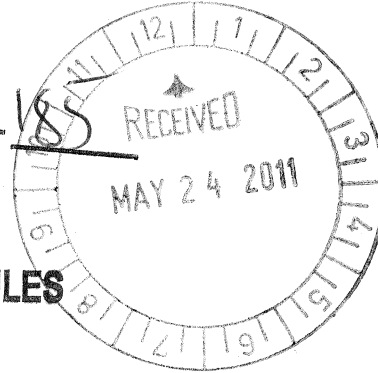
David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

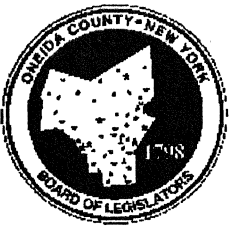
COURTS, LAWS & RULES

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WAYS & MEANS



ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Hennessy, 439 Betsinger Rd., Sherrill, New York 13461
Home Phone: 527-9663

Rec'd 4/14/11 by BOL
11:00 AM

April 13, 2011

The Honorable Gerald J. Fiorini
Chairman of the Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Dear Chairman Fiorini:

As you are aware I have attempted to propose similar legislation to that of my colleagues Patrick Brennan and Michael Waterman which provides for a change in insurance benefits to Members of the Oneida County Board of Legislators. My efforts were not recognized.

I have modified the proposal and submit the enclosed proposed Local Law. I respectfully request that the Local Law be forwarded to the appropriate Committees for consideration and presentation to the full Board as soon as possible.

Kindly notify me as to the date in which the Docket shall go before the appropriate Committees.

Thank you.

Respectfully yours,

MICHAEL J. HENNESSY (D-2)
ONEIDA COUNTY LEGISLATOR

MJH:cg

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY: Mr. Hennessy
2ND BY:**

**LOCAL LAW INTRODUCTORY “ “ OF 2011
LOCAL LAW NO. OF 2011**

**A LOCAL LAW TO PROVIDE FOR A CHANGE IN
HEALTH INSURANCE BENEFITS TO LEGISLATORS**

Legislative Intent: The intent of this local law is to provide for a change in the health insurance benefits provided to Oneida County Legislators in 2014. Currently, the members of the Oneida County Board of Legislators receive hospitalization benefits which provides for basic and major medical coverage. The members currently pay 20% of their health insurance premium, and the County pays 80%. In 2014, all incumbent legislators will be required to pay 50% of their health insurance premium, and the County will pay 50%. Any newly elected legislators taking office in 2014 will not be eligible for a paid health insurance benefit.

Be it enacted by the Board of County Legislators of Oneida County, State of New York as follows:

1. That commencing on January 1, 2014, newly elected members of the Board of Legislators will not be eligible for paid health insurance benefits.
2. That incumbent members of the Board of Legislators will be required to pay 50% of their health insurance premium, and the County will pay the remaining 50%.
3. Newly elected members of the Board of Legislators shall be entitled at their option to participate in health insurance plans available through the County, but shall be required to pay the full premium amount as determined by the Director of Personnel and/or the County Health Insurance Department.
4. That also effective on January 1, 2014, all “in lieu of health insurance benefits” payments to members of the Oneida County Board of Legislators shall be discontinued.

This local law shall be subject to mandatory referendum and shall become effective on the first day of January next succeeding the date on which it shall have become law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES: ____ NAYS: ____ ABSENT: ____