

PROVIDER AGREEMENT
FOR THE BRIDGES TO HEALTH (B2H)
HOME AND COMMUNITY BASED SERVICES WAIVERS

This AGREEMENT is hereby made between the New York State Office of Children and Family Services with offices at 52 Washington Street, Rensselaer, New York, hereinafter referred to as OCFS, and _____ with offices at _____ New York, hereinafter referred to as the Health Care Integration Agency (HCIA), a foster care agency also meeting one of the representations set forth in Article A, subsection 5 of this Agreement.

WHEREAS, Social Services Law §366(12) authorized the New York State Department of Health (DOH) to apply to the federal government for a federal "1915(c)" waiver(s) for children in foster care who are residents of New York State under the age of twenty-one years, who are eligible for care in a medical institution, and who:

- (i) have a diagnosis of mental illness, as such term is defined in subdivision twenty of section 1.03 of the mental hygiene law;
- (ii) have a diagnosis of a developmental disability, as such term is defined in subdivision twenty-two of section 1.03 of the mental hygiene law;
- (iii) have a diagnosis of mental retardation, as such term is defined in subdivision twenty-one of section 1.03 of the mental hygiene law;
- (iv) have a physical disability;
- (v) have a substance or drug abuse condition; or
- (vi) have a learning disability;

and who: have had the responsibility for their care and placement transferred to the commissioner of a social services district, or to OCFS as adjudicated juvenile delinquents under article three of the family court act where placement is in a non-secure setting of 12 beds or less, known as a "Home and Community Based Services Waiver" (Waiver), and

WHEREAS, DOH with the assistance of OCFS applied for three Waivers for children in foster care and children discharged from foster care in the populations of seriously emotionally disturbed, developmentally disabled, and medically fragile (Waivers), and

WHEREAS, the federal government acting through the Center for Medicare and Medicaid Services (CMS) has duly approved the Waivers under section 1915(c) of the Social Security Act, and

WHEREAS, OCFS and DOH have implemented the Waivers, and have determined at this time to allow enrollment of children in foster care who meet the requirements for enrollment in the Waiver program, and

WHEREAS, OCFS duly issued a Request for Applications (RFA) seeking health care integration agencies (HCIAs) to which the HCIA responded, and was issued this provider agreement by OCFS, and

WHEREAS, OCFS has issued a B2H Program Manual that sets forth procedures for implementing the terms of this Provider Agreement, which may be amended from time to time, and

WHEREAS, OCFS has provided instructions to each Local Department of Social Services (LDSS) and

WHEREAS OCFS through its Division of Juvenile Justice and Opportunity for Youth (DJJOY) has B2H responsibilities for children who have been placed with OCFS which include, but are not be limited to timeframes for requiring the LDSS to act on child application enrollment packages submitted by the HCIA and included these instructions in the B2H Program Manual, but does not include determining Medicaid eligibility, and excludes responsibility for entering data in the OCFS CONNECTIONS computer system, and excludes medically fragile children, and to the extent that OCFS has the aforesaid responsibilities, it shall be included in the meaning and use of the term "LDSS" and

WHEREAS, LDSS, or OCFS, have custody of children in foster care and are therefore responsible for providing or arranging for appropriate care and treatment (Social Services Law § 398), and may have the ability to consent to medical care (Social Services Law §'s 383-b, 384-a) while children are in their care and custody, and LDSSs have the responsibility for Medicaid eligibility determinations, and

WHEREAS, children enrolled in the Waivers have the opportunity to receive Waiver services after discharge from foster care until age 21 as long as they remain Medicaid eligible, Waiver-eligible, the Waiver services are required by the plan of care, and, in the case of children who qualify for the Waiver for children with serious emotional disturbances have entered the Waiver prior to their eighteenth birthday, and

WHEREAS, OCFS is authorized by Sections 20(2)(b) and 34(3)(d) of the Social Services Law to supervise social services work as administered by a local unit of government, including the LDSS, and

WHEREAS, OCFS has assigned Regions within the State of New York for the conduct of the B2H Waiver program and the HCIA has been authorized by OCFS to act as a B2H health care integration agency for all the B2H Waivers and in the B2H Region(s) designated in the application of the HCIA in response to the RFA issued by OCFS, and

WHEREAS, the responsibilities of the LDSS and the HCIA may overlap and since the LDSSs have certain exclusive responsibilities as set forth below, in the B2H Program Manual and in guidance issued by OCFS regarding these Waivers as follows:

1. The LDSS continues to be responsible for the child's foster care case plan and its management. Children who are evaluated and not accepted into a Waiver program shall be referred for services in their community by the LDSS.
2. The LDSS, when making referrals to the HCIA, provides documentation of Medicaid eligibility, relevant health care information, including documentation of a Waiver-eligible diagnosis, provides access to CONNECTIONS and a signed Release of Information form.
3. The LDSS is responsible for making the enrollment decisions for all children applying for a Waiver and annual reauthorizations for the children's participation in a Waiver. This responsibility shall continue after an enrollee is discharged from foster care until the enrollee's participation in the Waiver is terminated due to lack of Waiver eligibility.
4. The LDSS provides information to enrollees and potential enrollees regarding the Waivers as required in the B2H Program Manual.
5. The LDSS reviews the service needs and the cost of services that may be provided to each child when making enrollment decisions. The LDSS manages slot utilization and waitlists for the B2H Waiver for children with serious emotional disturbance (B2H-SED) and OCFS manages slot utilization and waitlists for the other Waivers except in the City of New York where the slot utilization and waitlists for all B2H Waivers are managed by the Administration for Children's Services. OCFS (QMS) will manage the slot utilization and waitlist for B2H DD waiver.
6. The LDSS assists in resolving concerns/grievances/complaints that are raised by a child and/or the child's medical consentor.
7. The LDSS shall continue to be responsible for the provision and payment of eligible medical services provided under the State plan. In the case of a child in foster care, the LDSS may delegate responsibility for the provision of State Plan medical services to an authorized voluntary agency with whom the child is placed.
8. LDSS shall continue to be responsible for annual eligibility determinations for Medical Assistance as set forth in the B2H Program Manual and other directives of OCFS.

Now, therefore, it is agreed as follows:

A. Representations

1. The Parties agree that the procedures for the HCIA implementing the provisions herein shall be further defined in the B2H Program Manual that was a part of the RFA. It is also agreed that the OCFS may amend the B2H Program Manual from time to time as needed and the B2H Program Manual as amended shall apply and be considered a part hereof.
2. The applications for Waivers made to the CMS for Home and Community Based Services for children in foster care in the B2H Waiver program under section 1915(c) of the Social Security Act, the appendices thereto and all written modifications and the RFA shall apply and are hereby incorporated into this agreement.
3. In the event that the aforesaid Waivers are amended, the Parties agree that said amendment shall apply to this agreement.
4. The HCIA represents that it is a duly licensed foster care provider in settings of 12 beds or less and has met all requirements for the safety of the children placed with it and agrees to maintain that license and meet all requirements for the safety of the children including section 378(a) of the Social Services law regarding criminal background checks.
5. The HCIA represents that it meets the criteria of one of the following:
 - a. The HCIA represents that it is duly authorized under article 31 of the Mental Hygiene Law (MHL) as a residential treatment facility, community residence or family based treatment provider and shall maintain that authorization; OR.
 - b. The HCIA represents that it is duly authorized under article 16 of the MHL as a clinic or intermediate care facility for the mentally retarded, community residence, family care program, or an individualized residential alternative and shall maintain that authorization; OR.
 - c. The HCIA represents that it is duly authorized under article 28 of the Public Health Law (PHL) as a hospital or clinic and shall maintain that authorization; OR.
 - d. The HCIA represents that it has a contract with the Department of Health, or the Office of Mental Health or the Office of Mental Retardation and Developmental Disabilities to provide home and community-based services to children with disabilities.The HCIA agrees to notify OCFS immediately if there is a change in the status of its license or contract noted above.
6. OCFS represents that it has been designated by the DOH, the single state agency for the administration of the title XIX Medicaid State Plan, to administer and operate for children in its custody the Home and Community Based Services Waivers for children in and subsequently discharged from foster care granted under section 1915(c) of the Social Security Act, approved on July 19, 2007 and identified by the following numbers: 0469 (B2H SED), 0470 (B2H DD) and 0471 (B2H MedF).
7. The HCIA represents that it has provided to OCFS letters of support from 51 percent or more of the LDSS in the B2H region to be served.

B. Responsibilities of the HCIA

Network of Service Providers

1. The Waivers must be implemented in strict accordance with the applications approved by CMS and follow procedures found in the OCFS B2H Program Manual and the Program Manual as amended. The HCIA shall perform all the responsibilities set forth herein and set forth in the Waiver applications and the B2H Program Manual as responsibilities of an HCIA.
2. The HCIA agrees to maintain its standing as an enrolled provider on the eMedNY system. It agrees to comply with the disclosure requirements set forth at 42 C.F.R. §455.105(b). The HCIA agrees to comply with the rules, regulations and official directives of the DOH pertaining to Medicaid Providers including but not limited to Part 504 of 18 NYCRR.
3. Unless the HCIA provides the Waiver services directly to children, as set forth in Focus III of Appendix H of the Waiver applications, the HCIA has sub-contracted with or agrees to subcontract with providers of the services set forth in the Waiver Applications. The HCIA agrees to sub-contract with a sufficient number of service providers within the B2H Region it is authorized to serve so as to provide, in

combination with the services the HCIA itself is providing, the needed services to all of the children enrolled in the Waiver(s) and who have chosen the HCIA as its Health Care Integrator (HCI). The services provided through sub-contracts and directly have been established prior to the enrollment of the first child in any B2H Waiver within the HCIA's designated B2H Region. The HCIA agrees to gather data on whether there are sufficient numbers of providers and report to OCFS quarterly.

The HCIA is responsible for recruitment of and contracting with service providers, on an open-enrollment, ongoing basis, so as to guarantee a sufficient number of Waiver service providers to address the needs of the enrollees choosing the HCIA. The HCIA also agrees to interview potential Waiver service providers that an enrolled child and/or medical consentor or caregiver identifies as a possible Waiver service provider. If the service provider identified by an enrollee is available to provide Waiver services, the HCIA shall determine if the provider is approvable and, if approvable, shall submit a recommendation to OCFS for enrollment as a B2H service provider in accordance with the procedures set forth herein and in accordance with the procedures set forth in the B2H Program Manual. The HCIA is responsible for training the service provider on Waiver policies and procedures and for monitoring the services and quality of care provided by the subcontracted Waiver service providers. The requirements for training and monitoring the service providers are set forth in the three B2H Waiver Applications and the B2H Program Manual.

5. As provided in Focus III of Appendix H of the Waiver applications, the HCIA shall determine that all Waiver service providers in their employ or under contract possess the requisite capacity, skills, competencies and qualifications to effectively support children enrolled in a Waiver program. The HCIA shall require that appropriate employees of a Waiver service provider have self-disclosed any criminal record that they may have, that their backgrounds have been checked against the State Sex Offender Registry and that it is appropriate that they are engaged directly in the care and supervision of children. The Waiver service provider shall bear the cost associated with these checks.
6. The HCIA agrees that any subcontract with a B2H services provider shall comply with the B2H Model Subcontract (Agreement for Purchase of Bridges to Health Waiver Services) issued by OCFS and any other conditions established by OCFS.
7. The HCIA agrees to comply with all clauses for the audit, monitoring, and review of the Waiver service provider set forth in a subcontract with the Waiver services provider.

Care of Children- Enrollment Activities

8. In order to comply with Focus I as set forth in Appendix H of the Waiver applications that individuals have ready access to home and community-based services and supports in their communities, the HCIA accepts every child who is referred to them from any LDSS/OCFS in the B2H Region it serves for purposes of evaluating the child for potential Waiver enrollment and for preparing the enrollment package for those children determined likely to be eligible for participation in a B2H Waiver program.
9. The HCIA provides the child and/or the child's medical consentor with assistance when applying for the B2H Waiver program. During the initial interview, the HCIA offers the potential Waiver child and/or medical consentor the assistance of a translator to interpret the Understanding of the Waiver Process form into the child's primary language and/or the primary language of the child and/or medical consentor. During the initial interview, the HCIA is required to provide a list of available health care integrators (HCIs) from which the child and/or the child's medical consentor may choose. The child and/or the medical consentor have the ability to change the HCI consistent with the B2H Program Manual or other directives of OCFS.
10. The HCIA accepts the materials and information provided by the referring LDSS in the format prescribed in the B2H Program Manual for purposes of the evaluation and enrollment package preparation and completion in the required format and timeframes prescribed in the B2H Program Manual.
11. For purposes of said evaluation, the HCIA meets with each such child and/or the child's medical consentor. The HCIA completes an Enrollment Packet as described in the B2H Program Manual that includes, at a minimum, a completed level-of-care determination, a preliminary Individualized Health Plan (IHP) for the child and completed required forms. The enrollment packet contains all the requirements set forth in the Program Manual as developed by OCFS and provided to the HCIA. However, if the Level of Care determination demonstrates that the child does not meet the required level of care for admission to the B2H Waiver program, then completion of the IHP and enrollment packet is

not necessary, but the HCIA shall immediately notify LDSS of the Level of Care determination and indicate the reasons, as laid out in the B2H Program Manual.

12. In the case of initial application for the B2H Developmental Disability Waiver, the local OMRDD Developmental Disabilities Services Organization (DDSO) is responsible for determining if a child has a developmental disability and evaluating the level of care the child needs. The HCIA works with the local OMRDD Developmental Disabilities Services Organization (DDSO).
13. The HCIA in the course of such evaluation provides the child and/or the child's medical consentor with all required information concerning the rights that must be disclosed to children as set forth in appendix H of the Waiver applications, including Medicaid due process and civil and human rights; the right to freedom of choice between medical institutional care and home and community based Waiver services; to choose among B2H service providers; to receive English translation services, if applicable; to child-centered planning; to register grievances and complaints; participant safeguards; and any other disclosure required under the Waiver applications. The HCIA is required to retain all written agreements with each participating child and/or medical consentor, including the written agreement that acknowledges the child's and/or medical consentors choice to participate in all aspects of the Waiver program, and to request their voluntary participation in any and all phases of data collection required by OCFS or the provider agency to satisfy any Federal and state reporting requirements. Records that the HCIA is required to maintain, if not specified herein, are specified in the B2H Program Manual.
14. The HCIA sends to the LDSS, or OCFS if the child is in the care and custody of OCFS, its recommendation as to whether the child is eligible to participate in a Waiver program. The recommendation is supported by all necessary documentation as specified in the B2H Program Manual or other directives of OCFS to permit the LDSS or OCFS to make a decision on the child's eligibility. The recommendation is sent within 60 days of the agency's referral of the child to the HCIA for evaluation.
15. The HCIA performs an annual re-evaluation of the child's eligibility to participate in a Waiver program and the child's IHP for each child that has chosen it as its provider of health care integration. The need for such annual re-evaluation is monitored by the HCIA and the preparation of the re-evaluation follows the procedures set forth in the B2H Program Manual or as modified at the direction of OCFS. The HCIA submits necessary documentation 30 days prior to the eligibility expiration date.
16. The HCIA shall advise the LDSS of the child's inability to continue to participate in a Waiver program and recommend that the child be disenrolled from the Waiver utilizing the process and forms defined by OCFS in the B2H Program Manual. Examples of circumstances demonstrating that a child is unable to continue to participate in the waiver are set forth in the B2H Program Manual.
17. The HCIA monitors and reports program and fiscal data as required by OCFS and set out in the Waiver applications, B2H Program Manual, and other guidance to the HCIA. HCIA reporting requirements include, but are not limited to, the following reports.
 - QUARTERLY REPORTS to the OCFS Bureau of Waiver Management (and others as indicated)
 - a. Tracking information about referrals made to the HCIA. The reports will include the following:
 - Number of referrals received by the HCIA;
 - Appropriate vs. inappropriate referrals;
 - Reasons for a referral being inappropriate; and
 - The time required to set up each appointment to meet the potential Waiver child and/or medical consentor. It is expected that setting up this appointment will be accomplished within two weeks of receiving the referral.
 - b. Serious Reportable Incidents. This report from the Serious Reportable Incident Committee organized by the HCIA includes the number of incidents involving the HCIA or a Waiver service provider in the network of the HCIA and the Waiver providers' response to these serious reportable incidents.
 - c. Waiver budgets that include the average cost for all children enrolled in a Waiver program for whom the HCIA is providing health care integration services as indicated by the eMedNY system through claims reports. This report also is submitted by the HCIA to the LDSS.
 - d. Data concerning the sufficiency of the numbers of providers in the network of the HCIA, any areas where additional providers would improve access to services, and how these factors impact the policy and procedures which directly affect service delivery. This report also is submitted to the appropriate OCFS Quality Management Specialist.
 - e. The HCIA shall maintain a system for tracking when IHPs are due and will report to the OCFS Bureau of Waiver Management if an IHP is not submitted timely.

- ANNUAL REPORT

The HCIA shall submit to OCFS an Annual Report that identifies trends or best practices that will assist the HCIA with implementing training and other activities needed to address concerns regarding the B2H Waivers.

- OTHER REPORTS

B2H service providers, including the HCIA, are required to document any medication errors committed by the service provider, and are required to report such errors to OCFS upon request..

Services

18. The HCIA is required to accept and serve Waiver children transferred to them as a result of a court or LDSS/OCFS ordered change in placement, or a change in the child's county of residence.
19. As required by Focus II of Appendix H of the Waiver applications, the HCIA through its Health Care Integrator (HCI) is responsible for developing an IHP of Waiver services for each child enrolled in a Waiver program. The HCI is responsible for working with the child and/or medical consentor to develop the IHP. In developing the IHP, the goals, needs and preferences of the child and/or medical consentor are to be given due consideration, and the IHP shall also be based upon appropriate assessments. The HCIA shall provide the child and/or medical consentor with a list of approved HCIs employed by the HCIA and provide an opportunity for them to select an HCI. The HCIA is responsible for providing the child and/or medical consentor with objective information regarding the type of Waiver services available and the approved providers of each service. The HCIA is responsible for requiring that the child and/or medical consentor sign a Health Care Integrator Selection form during the application process, indicating that he or she has been informed of all approved providers within their region. The HCIA shall notify the child and/or the child's medical consentor that by signing the IHP, each child and/or medical consentor is acknowledging that the IHP represents his/her desired outcomes. The HCI is responsible for informing the child and/or medical consentor about his/her opportunity to choose and/or change providers and assisting the child and/or medical consentor to do so.
20. The HCIA provides the child and/or medical consentor with the OCFS toll-free B2H consultation line.
21. As required by Focus I as set forth in Appendix H of the Waiver applications, the HCIA initiates services promptly after the individual is determined eligible and selects a Waiver program. The HCIA implements and updates the IHP for each child enrolled in a Waiver and chosen by the child and/or the child's medical consentor as its health care integrator annually and more frequently as needed. In so doing, the HCIA arranges for the services for the child as set forth in the IHP approved by the LDSS or OCFS.
22. The HCIA provides all necessary health care integration services and planning as defined in the Waiver applications and B2H Program Manual. In so doing, the HCIA meets with the child enrolled in a Waiver program and the child's caregiver at least twice in a full calendar month. At least one face-to-face contact occurs in the child's home each month. As set forth in Focus II of Appendix H of the Waiver Applications, on an annual basis and at any time when the B2H services set forth in the IHP are revised, the health care integrator convenes a meeting to review the IHP and revise as necessary. The meeting must include the child and/or medical consentor and anyone he/she chooses and may include any party designated by the HCI, including but not limited to the caregiver of the child, Waiver service providers and the case planner, if applicable. Any changes to the amount, frequency, duration or addition of Waiver services must be approved by LDSS. Additional contacts required are detailed in the attached B2H Program Manual.
23. The HCIA conducts baseline assessments and periodic reassessments using the Child and Adolescent Needs and Strengths (CANS) B2H and at intervals specified in the B2H Program Manual. The HCI and the HCIA monitor annual completion of the CANS B2H web-based training.
24. For each child enrolled in a Waiver and chosen by the child and/or the child's medical consentor as its health care integrator, the HCIA develops a transition plan in a form specified by OCFS. The HCIA develops the transition plan sufficiently in advance of said transition date so as to provide for its timely and proper implementation. The HCIA must notify the New York State Office of Mental Retardation and Developmental Disabilities (OMRDD) of aging-out of a child enrolled in the B2H DD Waiver at least 18 months prior to the date of termination of the child's participation in the B2H DD Waiver due to age. The HCIA must send to OMRDD such information regarding the child as specified in the B2H Program Manual. The HCI must invite the OMRDD DDSO to participate in discharge planning activities for

children enrolled in the B2H Developmental Disabilities Waiver program 18 months prior to an expected discharge due to aging out.

25. The HCIA engages qualified staff to provide health care integration as defined in the Waiver applications to each child duly enrolled in a Waiver and who has chosen the HCIA as its health care integration provider. The HCIA shall supervise said staff and provide all necessary training for HCIA and Waiver service provider staff that is not otherwise provided by OCFS. Certificates of attendance and pre- and post-training testing shall be part of training provided by the HCIA. The B2H Program Manual sets forth training requirements needed for compliance with the B2H Waiver philosophy and goals.
26. The HCIA through its utilization review and quality management functions expressly reviews the HCI's activities and the impact on the IHP and the best interests of the child enrolled in a Waiver program. As set forth in Focus II of Appendix H of the Waiver applications, HCIs are responsible for the ongoing review of all IHPs to determine if the services described in the IHP are being delivered as stated. It is the responsibility of the HCI to act in a timely manner with the child and/or medical consentor to make needed changes in the type and/or amount of services received. As part of the quality management function and as set forth in Focus VI of appendix H of the Waiver applications, the HCIA shall conduct a Waiver participant satisfaction survey, on at least an annual basis for each child receiving services which shall include services delivered by a subcontractor.
27. As set forth in appendix G-2 of the Waiver applications, the HCIA and its subcontractors are not authorized at any time to use restraints or restrictive interventions of any kind during the provision of B2H services. Use of such restraints or interventions constitutes a B2H serious reportable incident.

HCIA Administrative Responsibilities

28. In order to comply with the information and referral activities set forth in Focus I of Appendix H of the Waiver applications that individuals and families can readily obtain information concerning the availability of the Waivers and the application process, the HCIA provides outreach services and publicity in the B2H Region it serves in order to make the public aware of the existence and benefits available to children in foster care, as outlined in the Program Manual. The HCIA is responsible for tracking information about referrals made to them and sending the reports to OCFS.
29. As set forth in Focus II of Appendix H of the Waiver applications, the HCIA is responsible for the review all IHPs for completeness, focusing on issues of health and welfare, the inclusion of the child's goals, and the need for the Waiver and each service requested. In doing the review, the HCIA shall review the IHPs to verify that the frequency of health care integration matches the child's needs. The HCIA shall monitor the child's well-being, health status, and the effectiveness of the Waiver in enabling the individual to achieve his/her personal goals. This shall include a review to determine if the child's feedback is included in the HCI's reports or the child's record.
30. As required by and set forth in Appendices D and H of the Waiver applications, the HCIA agrees to structurally separate its service delivery responsibilities from its administrative responsibilities.
 - The Health Care Integration function of the HCI and supervisors shall report to a cabinet or executive level manager who does not have responsibility for other B2H Waiver programs and services.
 - The Health Care Integration function cannot be provided by staff who also deliver or manage other B2H Waiver services.
 - For an HCI who functions in another non-B2H capacity, the HCIA is responsible for verifying qualifications of the HCI and maintaining sufficient records to properly allocate costs of the B2H and non-B2H functions of the HCI.
 - HCIA quality management functions will be discharged by staff that have no role in B2H service delivery and no role in assisting in the development of a B2H Waiver enrollment package. Further, HCIA quality management staff will report to a senior manager who has no service delivery responsibility and who does not report to an executive who oversees service delivery.
 - The HCI will be responsible for providing unbiased and comprehensive information to the child and/or medical consentor about available services and service providers. Waiver applicants will be informed that, if enrollment is approved, they will have multiple opportunities and support to help them select a HCIA agency and HCI. They will be informed of all HCIA's that are authorized in their communities and that they are under no obligation to remain with the HCIA that assisted in developing their B2H Waiver enrollment package.

- The HCIA agrees to establish any other safeguards to structurally separate its service delivery responsibilities from its administrative responsibilities as directed by OCFS.
31. As set forth in Focus IV of Appendix H of the Waiver applications, the HCIA establishes a process and policy for the reporting of serious incidents to OCFS in accordance with the Waiver applications and the B2H Program Manual as part of its systematic safeguards to protect children from critical incidents and other life-endangering situations.
 32. As set forth in Focus V of appendix H of the Waiver applications, the HCIA establishes a process whereby a child duly enrolled in a Waiver and for whom the HCIA is providing the health care integration service, and/or the child's family or medical consentor may file grievances in accordance with Appendices of the Waiver applications, federal and state rules and procedures, and the B2H Program Manual.
 33. As set forth in Focus VI of appendix H of the Waiver applications, the HCIA maintains documentation of child specific outcomes. Such documentation shall be in the form of standardized outcomes and measurements as prescribed by OCFS. The HCIA agrees to participate at the request of an LDSS, OCFS, DOH or CMS in any and all program evaluation and monitoring activities. This shall include but not be limited to reports, monitoring visits, satisfaction surveys, and child specific outcomes activities.
 34. The HCIA agrees to be available to attend Fair Hearings as may be required by OCFS, DOH, OTDA or the LDSS. In addition, the HCIA shall obtain the agreement of its subcontractors that they must also be available to attend such Fair Hearings as outlined in the B2H Model Subcontract (Agreement for Purchase of Bridges to Health Waiver Services).
 35. The HCIA agrees to record B2H documentation in the OCFS CONNECTIONS computer system in the form and manner as required by OCFS in the B2H Program Manual and other directives of OCFS and to make all required entries in a timely and accurate manner.
 36. As set forth in Focus VII of Appendix H of the Waiver application, the HCIA trains each subcontractor's staff in the effective and efficient use of Waiver services and clarifies policies. The HCIA agrees to send its employees to any mandated training provided by OCFS. The HCIA obtains the consent of any subcontractor that its employees will also attend any mandated training provided by OCFS.
 37. The HCIA agrees to observe section 378-a of the Social Services Law for its employees and providers of respite services. Further, the HCIA agrees to obtain from each employee who will be engaged directly in the care and supervision of one or more children applying for or enrolled in a Waiver, a sworn statement indicating whether, to the best of their knowledge, they have ever been convicted of a misdemeanor or a felony crime in any jurisdiction. The HCIA also agrees to perform a background check of such employees against the State Sexual Offender Register and to determine whether it is appropriate that the employee is engaged directly in the care and supervision of children and whether to employ such person, consistent with guidelines issued by OCFS.
 38. HCIA Quality Management staff function is discharged by staff that have no role in the Waiver service delivery, as set forth in the Waiver Applications.
 39. The HCIA agrees to notify OCFS of any material change in the disclosures set forth in its proposal including but not limited to its financial ability to perform under this agreement, any criminal conviction of a member of the Board of Directors, any disqualification of a member of the Board of Directors or disqualification or involuntary termination of the HCIA from any government program.
 40. The HCIA agrees to maintain records for specified periods as outlined in the B2H Program Manual.
 41. When an annual re-authorization for participation in a Waiver program is required for a child who has been discharged from foster care, the HCIA forwards the documents for such re-authorization to the LDSS where the child resides, or to OCFS for children who entered an OCFS B2H Waiver slot.
 42. As set forth in Focus IV of appendix H of the Waiver applications, the HCIA agrees to establish safeguards to protect and support children enrolled in a Waiver program. In addition, HCIA agrees to require each Waiver service provider to be responsible for creating and maintaining disaster plans and sharing these plans with the child and/or medical consentor.
 43. As set forth in Focus V of appendix H of the Waiver applications, the HCIA is responsible for having the child and/or medical consentor review and sign a copy of the Waiver Participant's Rights Form on an annual basis. The HCIA must provide a copy of this form to each of its Waiver service providers to the child and the form must be maintained by such Waiver provider.
 44. As set forth in Focus VII of appendix H of the Waiver applications, the HCIA provides OCFS with information about any barriers or problems that may prevent the Waiver from reaching its stated goals.

Said report shall be made immediately upon discovery. If said report is made orally, it shall immediately be followed by a written report.

45. The HCIA agrees to cooperate with OCFS reviews of the records of the HCIA and other documentation to determine if service providers and HCIA service providers meet qualifications and are in compliance with program requirements and to implement corrective action as directed by OCFS. Failure to comply may result in termination of this Agreement by OCFS.
46. The HCIA agrees to cooperate with OCFS informational activities related to the B2H Waivers, including but not limited to the following:
 - The HCIA shall cooperate with the B2H Quality Advisory Board.
 - The HCIA shall provide information requested by OCFS when assessing the satisfaction of the delivered services to children enrolled in a Waiver program and/or medical consenters and addressing trends that may require modifications of particular policies and procedures.
 - The HCIA shall cooperate with OCFS in Regional Forum(s) of children, medical consenters, families, advocates and providers to gather information regarding how the Waiver is functioning in any region where the HCIA is operating under a B2H Waiver.
 - The HCIA shall assist in making known to children and medical consenters the OCFS toll-free telephone consultation line for use by children, medical consenters and others to obtain general information.
 - The HCIA shall cooperate with OCFS in OCFS efforts to facilitate an unresolved dispute with the HCIA presented by children or medical consenters.
 - The HCIA shall assist OCFS in a review of IHPs by making records necessary for the review available at the time and places specified by OCFS.
 - HCIA agrees to recommend Waiver service providers to OCFS to be audited.
47. The HCIA agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 of the Social Services Law, and the requirements for State Central Register data base checks as set forth in section 424-a of the Social Services Law, in accordance with the B2H Program Manual and other OCFS directives and guidelines.
48. The HCIA, in accordance with 18 NYCRR 441.22(p), must notify OCFS and the local health department if a foster child is discovered to have an elevated blood lead level.
49. The HCIA agrees to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The HCIA agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The HCIA agrees to require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

“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. Responsibilities of OCFS

1. OCFS issues policy directives, interpretations and technical assistance when necessary to implement the intent of the Waivers.
2. OCFS publishes the B2H Program Manual and such forms and instructions as are necessary to implement the Waivers. OCFS oversees the performance of LDSSs participating in the Waivers and all participating HCIAS. In so doing, OCFS gathers, evaluates and monitors program and fiscal data and

other reports submitted by the HCIA and LDSS to determine the effectiveness of the Waiver programs and areas that may need change or improvement. The HCIA cooperates with OCFS, LDSS and Federal monitoring activities. OCFS develops and monitors the processes necessary to oversee the proper fiscal performance of the Waivers in accordance with the applications filed with the federal agency, CMS, and State requirements.

3. OCFS, upon its review of the supporting HCIA recommendation of acceptance of a Waiver service provider, decides if additional review is merited. OCFS then forwards Medicaid Provider enrollment documentation for those Waiver service providers that it determines to be qualified to DOH for enrollment in eMedNY as a B2H provider of selected B2H Waiver services. Waiver service providers in compliance with DOH enrollment requirements are enrolled by DOH in eMedNY. If OCFS determines that an HCIA Waiver provider recommendation should not be advanced to DOH, it informs the provider agency in writing, including a summary of reasons and sends a copy to the HCIA.
4. OCFS sponsors training to prepare HCIs and their supervisors for the work of health plan development and integration. OCFS also sponsors a training to address issues pertinent to Waiver service providers that are not HCIA's.
5. OCFS agrees to form a Quality Advisory Board and facilitate and/or direct regular meetings. This Board acts as an Implementation & Quality Advisory Board for the first three years of the Waivers to provide OCFS adequate advice to successfully administer the Waivers.
6. OCFS may facilitate any unresolved disputes presented by the children enrolled in a Waiver program and/or medical consenters with the HCIA.
7. OCFS assesses the satisfaction of the delivered services to children enrolled in a Waiver program and/or medical consenters and addresses trends that may require modifications of particular policies and procedures.
8. OCFS conducts Quarterly Regional Forums of children enrolled in a Waiver program, medical consenters, families, advocates, HCIA's and providers to gather information regarding how the Waiver is functioning in each region.
9. OCFS conducts at least one annual on site visit at the HCIA.
10. OCFS provides a toll-free telephone consultation line for use by children enrolled in a Waiver program, medical consenters and others to obtain general information.
11. OCFS reviews IHPs that propose a plan of care that is in excess of \$50,000 annually for the purpose of evaluating the appropriateness and reasonableness of the cost of the Waiver service package.
12. OCFS shall monitor the HCIA's review of Serious Reportable Incident Reporting Forms as required by Article B, subsection 31 herein, the B2H Program Manual and the B2H applications. This review by OCFS shall include a sample of the incident reports that have been closed by the HCIA to verify that these closures were appropriate.
13. OCFS serves as a resource to the HCIA during the incident investigation stage of a serious reportable incident.
14. OCFS shall conduct reviews of the records of the HCIA and other documentation, on a retrospective basis, to determine if service providers and HCIA subcontractors meet qualifications and are in compliance with program requirements. Such reviews shall include an examination of the activities of the HCIA to determine whether HCIA oversight of its subcontractors is being conducted as determined herein. OCFS shall review a statistically valid random sample of IHPs as set forth in the Waiver applications to CMS to verify eligibility of children for the Waiver and that the IHPs have been properly approved by the social services district.

D. Payment

1. The HCIA shall be reimbursed for providing health care integration services to a child who has been duly enrolled in a Waiver in accordance with rates established by OCFS. Such rates shall be posted on the OCFS Website.
2. There shall be no compensation to the HCIA for any health care integration services on behalf of a child who is not enrolled in a Waiver program regardless of the reason for the child not being enrolled.
3. All claims by and payments to the HCIA and its subcontractors shall be made through the eMedNY system.

E. Termination

1. This Agreement may be terminated at any time upon mutual written consent of OCFS and the HCIA.
2. This Agreement may be terminated by OCFS upon thirty (30) days prior written notice to the HCIA. Such notice is to be made via registered or certified mail return receipt requested or hand delivered with receipt granted by the HCIA. The date of such notice shall be deemed to be the date the notice is received by the HCIA established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the HCIA, if the notice is delivered by hand. OCFS agrees to permit payment for the HCIA for Waiver services delivered in good faith before the date of termination of this Agreement.
3. OCFS may terminate the Agreement immediately, upon written notice of termination to the HCIA, if the HCIA fails to maintain its foster care license or otherwise comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement or if the health, or safety or well-being of a Waiver enrollee is at risk or if a child is injured due to the fault of the HCIA. Fault shall include acts of negligence, omission and deliberate harm or a failure to properly supervise an employee or a subcontractor.
4. **Written notice of termination for any reason shall be pursuant to subparagraph 2 above. The termination shall be effective in accordance with the terms of the notice.**
5. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this Agreement after the termination date except as provided for in an approved discharge/transition plan for an enrolled child. The HCIA shall not submit any claims for payment through the eMedNY system for services, expenses or obligations incurred after the date of termination of the Agreement.
6. In the event of termination, regardless of the reason, the HCIA shall prepare a plan of transfer for each enrolled child and maintain services until the transfer can be completed.
7. The Notice of Termination for any reason under this agreement, or in the event the federal oversight agency does not continue approval of the Waiver(s), shall be accompanied by a plan of program termination which the HCIA agrees to implement.
8. To the extent permitted by law, this Agreement shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the HCIA. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the HCIA.

F. Subcontracts

1. Prior to contracting with a Waiver Service Provider, as such term is defined in Part 1, Terminology Sheet, item 54, the HCIA conducts a review of the character and competencies of the Waiver Service Provider, as defined by OCFS in the RFA, Part I. Such information shall be submitted to OCFS for its approval. All contracts between the HCIA and a service provider shall be consistent with the B2H Model Subcontract (Agreement for Purchase of Bridges to Health Waiver Services) form developed by OCFS for such purpose, which shall include a clause which allows access to the subcontractor's records and books by any Federal or state agency with competent jurisdiction.
2. The procurement of Waiver service providers shall be through the use of the process set forth in Article B, Subsections 4 and 5.
3. Prior to executing an agreement with subcontractors under this Waiver, the HCIA shall determine that the subcontractor complied with State and Federal laws described below for the most recent reporting period, and the requirements set forth in Paragraphs M and N below, as applicable, requiring the production and submission of audit reports. The HCIA also evaluates the subcontractor's fiscal viability and determines the circumstances relating to any significant audit findings reported or any independent accountant's opinion that is not an unqualified opinion. For purposes of the annual review, the HCIA shall immediately notify OCFS if issues of noncompliance or fiscal viability, or other material issues, are noted.
4. In the event of contract termination, regardless of the reason, the HCIA shall prepare a plan of transfer for each enrolled child and maintain services until the transfer can be completed.
5. If an audit report is not submitted by the subcontractor to the HCIA because the audit requirements described below are not applicable, the HCIA shall request the subcontractor to submit its most recent federal and state tax returns, as well as interim financial statements for the previous six month period.

The HCIA shall review those documents and immediately notify OCFS if those documents raise questions as to the subcontractor's fiscal viability or identify other problematic issues of a material nature.

6. The HCIA is required to maintain a list of all subcontracted providers, to retain a copy of each subcontract agreement, and to provide OCFS with a copy of each subcontract agreement. All subcontracts must be in writing.

G. 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 HCIA 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. HCIA 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 Agreement. The HCIA is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

H. Interpretation and Disputes

1. This Agreement shall be construed and interpreted in accordance with the Laws of the State of New York. Except as otherwise provided for in the Agreement, any dispute between the HCIA and OCFS that is not disposed of by agreement shall be submitted in writing to and decided by the Commissioner of the Office of Children and Family Services (Commissioner) or his/her duly authorized representative(s) or designee(s).
2. If the HCIA is unwilling to accept the decision of the Commissioner or a decision is not made in ninety (90) days, it may then pursue its normal legal remedies de nova, but it is specifically agreed that any and all reports made by the Commissioner upon the disagreement at issue shall be admissible as evidence in any court action taken with respect to the matter. Pending conclusion of any dispute or disagreement by whatever procedure, the construction placed upon the Agreement by OCFS shall govern operation there under and the HCIA shall continue to perform under the Agreement. The HCIA shall be required to bring all legal proceedings relating to this Agreement against the State or the State of New York in the Courts of the State of New York.

I. Executory Clause

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

J. Non-Assignment Clause

In accordance with Section 138 of the State Finance Law, this Agreement may not be assigned by the HCIA or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of OCFS and any attempts to assign the Agreement without OCFS' written consent are null and void. The HCIA may not assign its right to receive payment hereunder.

K. Records

The HCIA shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement including but not limited to freedom of choice forms, service selection forms, releases, eligibility determinations and evaluations, individual health plan of care, and screening information for children that are not enrolled (hereinafter,

collectively, "the Records"). The Records must be kept, in accordance with requirements detailed in the Applications and the B2H Program Manual, but at a minimum for thirty (30) years after the date of discharge from foster care of a child who received B2H services. The Office of 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 the B2H Waiver, shall have access to the Records during normal business hours at an office of the HCIA 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 HCIA 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.

L. Accessibility Modification Services and Adaptive and Assistive Equipment

When an approved IHP requires the provision of accessibility modifications and/or adaptive and assistive equipment to a child's residence the HCIA must provide for those services in any of the methods outlined in the B2H Program Manual. The methods of providing accessibility modifications and/or adaptive and assistive equipment and the manner of compensation to the HCIA for such services as set forth in the B2H Program Manual shall depend upon the experience and expertise of staff of the HCIA.

M. Audit Reports

The New York State Office of Attorney General requires that not-for-profit organizations register with the Department of Law/Charities Bureau and submit annual reports as required.

The HCIA, and where appropriate, Waiver service providers shall comply with State and Federal laws requiring the production and submission of audit reports. The HCIA and Waiver service providers must submit an independent audit report if the facility's total support and revenue exceed \$250,000. The independent audit report, which is to be prepared by a Certified Public Accountant, must include financial statements prepared in accordance with Generally Accepted Accounting Principles, and contain the following documents:

- A Statement of Financial Position
- A Statement of Activities
- A Statement of Functional Expenses
- A Statement of Cash Flow

N. Single Audit Requirements

If the HCIA is subject to the requirements of the Single Audit Act, the HCIA must submit a copy of its most recent Single Audit Report to OCFS. The Single Audit Act (as amended) and its implementing policy, Office of Management and Budget (OMB) Circular A-133, require that entities expending more than \$500,000 per year in Federal awards will have a Single Audit performed. The Single Audit Report will include the four Statements noted above, as well as a Schedule of Expenditures of Federal Awards, and reports on internal control and compliance. (The Single Audit Report may be submitted to the Office of Attorney General to satisfy that office's report submission requirements.)

O. Governing Law

This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

P. Service of Process

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the HCIA hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon HCIA'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. The HCIA must promptly notify OCFS, 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. The HCIA will have thirty (30) calendar days after service hereunder is complete in which to respond.

Q. Responsible Vendor

By signing this Agreement, the HCIA certifies that within the past three years the HCIA has engaged in no actions that would establish a basis for a finding by OCFS that the HCIA is a non-responsible vendor or, if the HCIA has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this Agreement. The HCIA must update the OCFS Vendor Responsibility Questionnaire whenever the information contained in the original questionnaire submitted with the HCIA's application changes. The actions that would potentially establish a basis for a finding by OCFS that the HCIA is a non-responsible vendor include, but are not limited to:

- The HCIA has had a license or contract suspended, revoked or terminated by a governmental agency.
- The HCIA has had a claim, lien, fine, or penalty imposed or secured against the HCIA by a governmental agency.
- The HCIA has initiated a bankruptcy proceeding or such a proceeding has been initiated against the HCIA.
- The HCIA has been issued a citation, notice, or violation order by a governmental agency finding the HCIA to be in violation of any local, state or federal laws.
- The HCIA has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the HCIA to be in violation of any local, state or federal laws is pending before a governmental agency.
- The HCIA has not paid all due and owed local, state and federal taxes to the proper authorities.
- The HCIA has engaged in any other actions of a similarly serious nature.

Where the HCIA has disclosed any of the above to OCFS, OCFS may require as a condition precedent to entering into the Agreement that the HCIA agree to such additional conditions as will be necessary to satisfy OCFS that the vendor is and will remain a responsible vendor. By signing this Agreement, the HCIA agrees to comply with any such additional conditions that have been made a part of this Agreement. By signing this Agreement, the HCIA also agrees that during the term of the Agreement, the HCIA will promptly notify OCFS if the HCIA engages in any actions that would establish a basis for a finding by OCFS that the HCIA is a non-responsible vendor, as described above. Should the HCIA fail to notify OCFS of any change in the vendor responsibility information or should OCFS otherwise determine that the HCIA has ceased to be a responsible vendor for the purposes of this Agreement, OCFS may terminate this Agreement upon thirty (30) days written notice to the HCIA. Upon determination that the HCIA is no longer a responsible vendor OCFS may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the HCIA of the determination that the HCIA has ceased to be a responsible vendor and set forth the corrective action that will be required of the HCIA to maintain the Agreement. Should the HCIA fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, OCFS may, upon written notice similarly served, immediately terminate this Agreement.

R. Confidentiality and Protection of Human Subjects

The HCIA agrees to safeguard the confidentiality of information relating to individuals and their families who may receive services in the course of this project. The HCIA shall maintain the confidentiality of all such information with regard to services provided under this Agreement in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the HCIA, its agents or representatives shall be cause for immediate termination of this Agreement.

All B2H records are foster care records, so long as the B2H participant is placed in foster care, including trial discharge status. All case specific foster care information contained in the Agency's files must be held confidential by the HCIA and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such foster care information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

S. Publications and Copyrights

a. The results of any activity supported under this Agreement may not be published without prior written approval of OCFS, which results (1) shall acknowledge the support of OCFS and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the HCIA and do not necessarily represent the opinions, interpretation or policy of the Office or the State of New York.

b. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Agreement or activity supported by this Agreement. All publications by the HCIA covered by this Agreement shall expressly acknowledge OCFS' right to such license.

c. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the Agreement is federally funded.

d. The HCIA agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this Agreement, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The HCIA agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

T. Patents and Inventions

The HCIA agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this Agreement, or with monies supplied pursuant to this Agreement, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

U. Additional Assurances

a. OCFS and the HCIA agree that the HCIA is an independent entity, and not an employee of OCFS. The HCIA agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only OCFS) injured by the negligent acts or omission of HCIA, its officers and/or employees or subcontractors. Furthermore, the HCIA agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the HCIA in the performance of the Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

b. Expectation of Insured: If a not-for-profit corporation or entity other than a self-insured municipal corporation, the HCIA agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The HCIA agrees that it requires any and all Subcontractors with whom it subcontracts pursuant to this Agreement to obtain and maintain a general policy of liability insurance in an appropriate amount.

V. Duration of Agreement

This agreement shall commence upon execution by the Parties and shall continue for the duration of the federally approved B2H Waiver unless terminated by the mutual consent of the parties or by OCFS pursuant to any of the termination provisions of this agreement.

W. Web Links

The documents referenced in this Provider Agreement are available on the OCFS website at www.ocfs.state.ny.us/main/b2h and include the following:

- Federally Approved Waiver Applications:
 - B2H for children with Serious Emotional Disturbances (SED)
 - B2H for children with Developmental Disabilities (DD)
 - B2H for children with Medical Fragility (Med F)
- B2H Program Manual
- Model Subcontract
- Request for Applications

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

New York State Office of Children and Family Services

by: _____
(print name)

(signature)

date: _____

(Name of HCIA)

by: _____ Executive Director
(print name)

(signature)

date: _____

STATE OF NEW YORK)
COUNTY OF _____)

On this _____ day of _____, 20____,

personally came _____ before me, to me known, who being duly sworn, did depose and say that (s)he/they resides in; _____; that he/she/they is (are) the _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Notary Signature _____
Qualified in _____ County
Regis. # _____

My Commission expires _____