

# ADMINISTRATIVE DIRECTIVE

NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES  
40 North Pearl Street  
Albany, New York 12243  
Cesar A. Perales, Commissioner



TRANSMITTAL NO: 88 ADM-28

DATE: July 14, 1988

DIVISION: Family & Children Services

TO: Commissioners of Social Services  
Directors of Authorized Agencies

SUBJECT: Model Contract for Local Purchase of Child Foster  
Care Services and Maintenance Agreements



SUGGESTED DISTRIBUTION: Directors and Supervisors of Social Services  
Children's Services Staff  
Staff Development Coordinators

CONTACT PERSON: Questions relating to programmatic aspects of this release should be addressed to the appropriate Regional Office of the Division of Family and Children's Services, as follows: Fred Cantlo, Regional Director, Metropolitan Regional Office, (212) 488-3485; John O'Connor, Regional Director, Albany Regional Office, (518) 432-2751; Linda Brown, Acting Regional Director, Buffalo Regional Office (716) 847-34145; Frank Petrus, Regional Director, Rochester Regional Office (716) 238-8200; Jack Klump, Regional Director, Syracuse Regional Office, (315) 428-3235. Any other questions should be directed to Mr. Joseph A. Della Rocca, Bureau of Resource Management, 1-800-342-3715, extension 3-1496.

## I. PURPOSE

The purpose of this directive is to advise you about a revised model contract for local purchase of foster care and maintenance agreements which will become effective July 1, 1988.

### FILING REFERENCES

Previous ADMs/INFs	Releases Cancelled	Department Regs.	Social Services Law and Other Legal References	Manual References	Miscellaneous Reference
70 PWD-5 72 ADM-201 72 ADM-160 78 ADM-85	78 ADM-85	18 NYCRR Parts 400-406, specifically Section 405.2	20 34 398 200-a	195	NYS CASSPP

## II. BACKGROUND

Since the previous directive on model contracts was issued, many changes in federal and state law and regulations have been implemented. They have changed federal reimbursement procedures and state requirements for the provision of foster care maintenance and services.

We have included these requirements in this revised directive.

## III. PROGRAM IMPLICATIONS

The revised model contract meets state and federal regulatory requirements and provides a uniform state-wide standard to assure compliance. In addition, the revised model contract provides the basis for local districts to claim federal and state financial participation in their foster care programs.

The use of a letter of intent to document agreements between each agency (public or voluntary) and each foster boarding home continues; it is not altered by this directive.

## IV. REQUIRED ACTION

All local districts will modify their foster care services and maintenance agreements to follow the revised model contract format.

A. The revised model contract must be in use on July 1, 1988 and employed thereafter until further notice. However, those districts that have contracts currently in effect that extend beyond July 1, 1988 may continue their use unchanged until the contract expires or December 31, 1988 whichever is earlier.

B. The duration of the agreement must not exceed twelve (12) months.

C. The county attorney must review the agreement, adding any county legal or policy requirements, before its use.

D. The model contract is to be used for all foster care services that are purchased.

E. Section III - Scope of Services of the model contract contains a listing of requirements which must be accomplished by either the department or agency. When two options are given, the department may elect to perform the task or to have the agency do it. When this is decided, only one option should appear in the agreement. If the department elects to perform the task, the language in the left hand column must be used. If the agency is to perform the task the language in the right hand column must be used.

## V. SYSTEMS IMPLICATIONS

None

## VI. ADDITIONAL INFORMATION

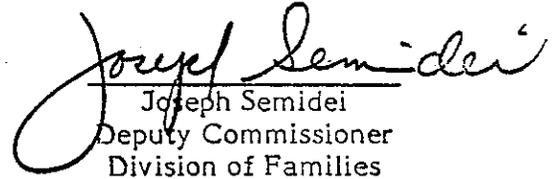
Attached to this directive are:

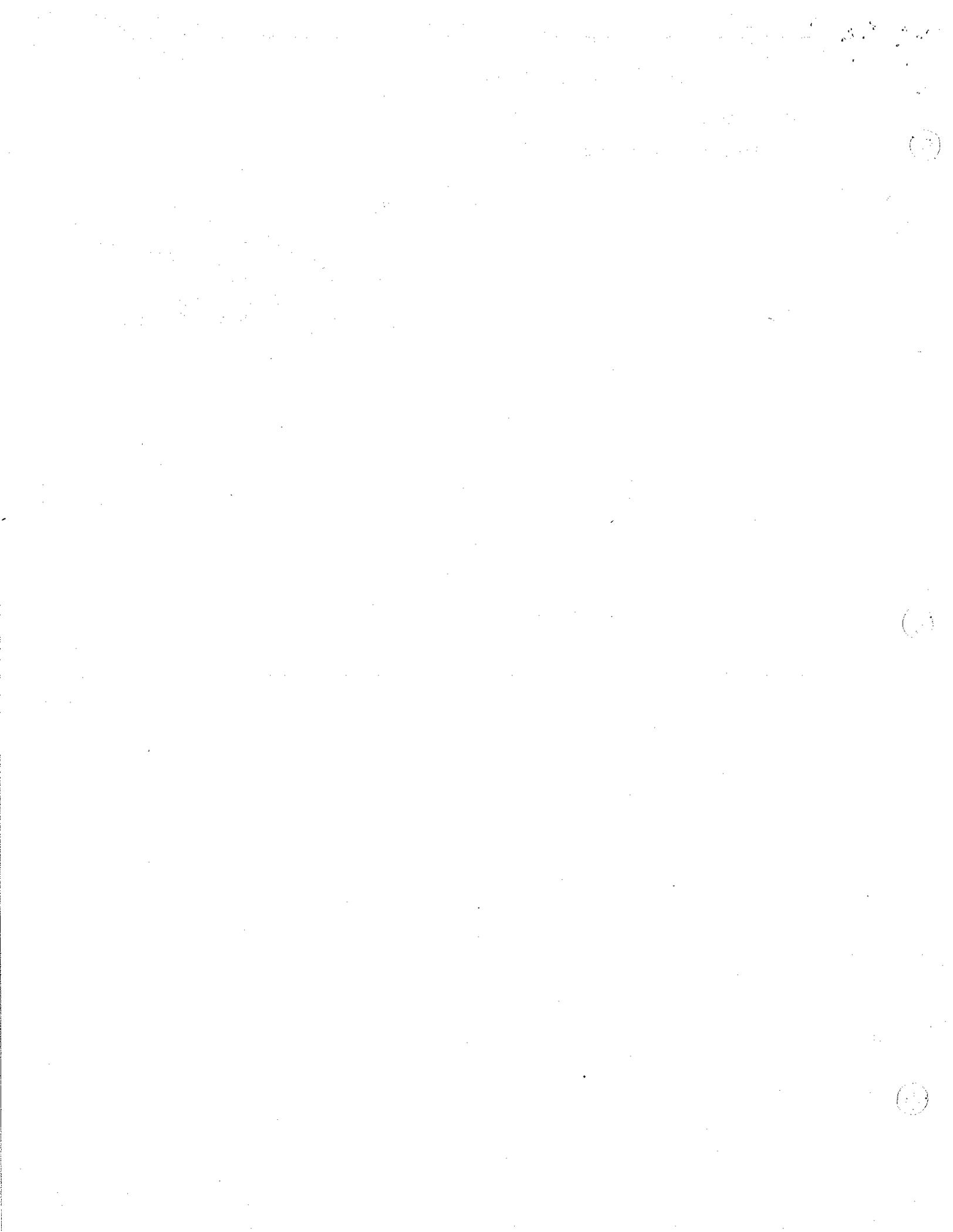
- A. Model Contract for Purchase of Foster Care for Children
- B. Schedule "A"
  1. Program Narrative

2. Maximum Reimbursable Rates

VII. EFFECTIVE DATE

This directive is effective July 1, 1988.

  
Joseph Semidei  
Deputy Commissioner  
Division of Families  
& Children Services



Model Agreement for Purchase of Foster Care for Children

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the \_\_\_\_\_ Department of Social Services (hereinafter  
called the Department) and \_\_\_\_\_  
located at \_\_\_\_\_  
a not-for-profit foster care agency licensed or otherwise authorized by the State Department of Social Services to provide foster care services (hereinafter called the Agency).

Witnesseth:

Whereas, the Commissioner of Social Services of the County/City of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Commissioner) is charged with the responsibility for  
the administration of all child welfare services in the County/City of \_\_\_\_\_  
at public expense pursuant to Section 395 et seq. of Social Services Law, and

Whereas, the Commissioner may provide such child welfare services either directly or  
through an authorized agency as defined in Section 371 (10) (a) of the Social Services Law  
pursuant to Sections 395 and 398.6(g) of the Social Services Law, and

Whereas, the Agency, under the terms of its corporate authority has the power to  
provide the services required to be performed herein and made a part of hereof, and

Whereas, the Department believes that the amount of funds to be paid to the Agency  
is reasonable and necessary to assure quality services, and

Whereas, it is economically and organizationally feasible for the Department to  
contract with the Agency for the performance of these services,

Now therefore, it is mutually agreed as follows:

SECTION I - DEFINITIONS

- A. Whenever the following terms are used in this agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.
1. AFTER CARE - means the provision of, referral to or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, significant others or to his or her own responsibility as described in Section 430.12 of the State Department of Social Services' regulations.
  2. AGENCY BOARDING HOME - means a family-type home for the care and maintenance of not more than six children operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six brothers and sisters of the same family.
  3. ASSESSMENT AND SERVICE PLAN (IASP and CASP) - means the assessment of the needs of the recipient of services and the plan for services, as required by Part 428 of the State Department of Social Services' regulations.
  4. CASE MANAGEMENT - means those activities related to overseeing of all aspects of a case to assure that: eligibility and authorization functions are accomplished timely and accurately; procedural safeguards are in place and followed to assure protection of the rights of the parents and child; the care, maintenance and services provided are appropriate to the child's needs; voluntary agreements are entered into and appropriate judicial proceedings are initiated timely; each Uniform Case Record (assessment and plan) is completed and the data in WMS/CCRS is accurate. Case management shall always be the responsibility of the Department.
  5. CASE PLANNING - means those activities necessary for the planning, providing or arranging for, coordinating and evaluating the services specified in the individual child's and family's service plan. The case planners are the representatives of the Department or the Agency who have primary case planning responsibility for the child's and family's service plan.
  6. CHILDREN WHO MAY REQUIRE FOSTER CARE
    - (a) children who have been adjudicated to be neglected, abandoned, abused, persons in need of supervision or juvenile delinquents;
    - (b) children whose guardianship and custody or care and custody have been voluntarily transferred pursuant to an instrument executed by their parents or legal guardians in accordance with Section 384 or 384-a of the Social Services Law;
    - (c) children for whom guardianship and custody been involuntarily committed by the court to an authorized agency or a foster parent in accordance with Section 384-b of the Social Services Law or Article 6 of the Family Court Act; or
    - (d) unaccompanied refugee minors.

7. DAYS OF CARE - means the number of days during which any service is provided by the Agency for a child placed with the Agency, including absences for which payment is permitted and the day of admission but not including the day of discharge or absences for which payment is not permitted.
8. DISCHARGE SERVICES - means supervision services and may include aftercare services as described in Section 430.12 of the State Department of Social Services' regulations.
9. FINANCIAL ELIGIBILITY - means the initial determination of a family's financial eligibility for foster care services and required periodic redeterminations consistent with provisions of Federal and State statutes and regulations, including but not limited to Title IV-E of the Federal Social Security Act.
10. FOSTER CARE OF CHILDREN - all activities and functions provided relative to the care of a child away from his or her home 24 hours per day in a foster family free home or a duly licensed, certified or approved foster family boarding home, or a duly licensed or certified group home, agency boarding home, child care institution, health care facility or any combination thereof.
11. FOSTER CHILD - means a person who meets all the following criteria:
  - (1) Age. (i) The child is under the age of 18 years; or  
(ii) is between the ages of 18 and 21 years and entered foster care before his or her 18th birthday and has consented to remain in foster care past his or her 18th birthday, and:
    - (a) is a student attending a school, college or university; or
    - (b) is regularly attending a course of vocational or technical training designed to fit him or her for gainful employment; or
    - (c) lacks the skills or ability to live independently.
  - (2) Residential program. The child is cared for away from his or her home 24 hours a day in a foster family free home; a duly licensed, certified, or approved foster family boarding home; a duly licensed or certified group home, agency operated boarding home, child care institution, or health care facility; or any combination thereof.
  - (3) Placement. (i) The child's care and custody or guardianship and custody has been transferred to an authorized agency pursuant to the provisions of Section 384 or 384-a of the Social Services Law; or  
(ii) the child has been placed with a social services official pursuant to Article 3, 7 or 10 of the Family Court Act.
12. FOSTER FAMILY BOARDING HOME - means a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an authorized agency to care for not more than six children, or is used by a local probation department, the State Department of Mental Hygiene or the State Division for Youth to care for children, and such person or family receives payment from the agency for the care of such children.

13. FOSTER PARENT - means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the 3rd degree to the child's parent or step-parent who is licensed, certified or approved to board children with whom a child who is in the care, custody or guardianship of an authorized agency is placed for temporary or long term care.
14. GROUP HOME - means a family-type home for the care and maintenance of not less than seven, nor more than 12 children who are at least five years of age, operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation shall not be applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.
15. GROUP RESIDENCE - means an institution operated by an authorized agency for the care and maintenance of not more than 25 children.
16. INSTITUTION - means any facility operated by an authorized agency for the care and maintenance of 13 or more children.
17. MAINTENANCE PAYMENTS - means payments to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, and reasonable travel to the child's home for visitation. In the case of group care, such term shall include the reasonable administrative and operating costs of such programs necessary to provide the items described in the preceding sentence.
18. PAYMENTS FOR ABSENCES - means reimbursement of expenditures for the child's absences from the agency. Per diem payments may be made for absences in accordance with Section 605.2(c) of the State Department of Social Services' regulations and as described in 85 ADM-7 and 86 ADM-49 or subsequent directives. The contract must state the absences for which the Department will reimburse the agency.
19. PUBLIC CHARGE - means a child whose income and resources, including available parental support, are insufficient to meet the total cost of foster care, including the cost of clothing and providing for the child's special needs.
20. RECIPIENT OF FOSTER CARE - means a child, his natural parents, siblings, significant others and adoptive parents.
21. REFERRAL - means a request made by the Department that the Agency provide a service for a public charge.
22. SIGNIFICANT OTHER - means any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.
23. SUPERVISION SERVICES - means referral to or coordination with other appropriate available services for a child, until the child becomes 21 years of age, when the child has been discharged to his or her own responsibility as described in Section 430.12 of the State Department of Social Services' regulations.

## SECTION II - TERM OF AGREEMENT

The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_ (maximum of 12 months) and may be renewed in writing from year to year thereafter. Renewal is not automatic and is dependent upon annual negotiations agreeable to each party, and completed prior to the end of the term of this agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care, in whole or in part, after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new agreement to become effective upon expiration of this current agreement.

If negotiations for a new agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation agreement covering the period until negotiations are completed and a new agreement is executed.

## SECTION III - SCOPE OF SERVICES

It is mutually agreed between the Department and the Agency that the Agency shall provide foster care services in accordance with the standards prescribed by the Department, as well as those standards prescribed by the New York State Department of Social Services and as prescribed by federal and New York State laws and regulations, including, but not limited to, 18 NYCRR 427, and by Schedule A which is attached hereto and incorporated herein.

The Department shall determine the eligibility of persons for foster care of children to be purchased by the Department. The Department also shall establish the policies and procedures for making such eligibility determinations in accordance with appropriate State Regulations.

The Agency agrees to provide foster care of children in accordance with the Program Narrative and rates of payment appended to the contract as Schedule A. These rates shall be negotiated in accordance with the State Department of Social Services' regulations.

The Agency and the Department shall cooperate in collecting and entering data into the central child welfare information system (Child Care Review Service). The Agency will provide such information to said data system as is required by the Department.

The Department and Agency agree to provide the following in relation to each child covered by the contract. (When two options are given, the Department may elect to perform the task or to have the agency do it. When this is decided, only one option should appear in the agreement. If the Department elects to perform the task, the language in the left-hand column must be used. If the agency is to perform the task the language in the right-hand column must be used.)

A. STANDARDS RELATED TO PLACEMENT1. Case Initiation Date (Day 1)

The Department shall designate the Case Initiation Date (CID) in accordance with Part 428 of the State Department of Social Services' regulations. The Department shall notify the Agency in writing of the date of the CID at the time of the child's admission to the Agency or no later than ten working days thereafter. However, in the event that a child is placed by the court directly into the care of the Agency or otherwise enters the care of the Agency without the involvement of the Department, the Agency shall notify the Department, within five working days of the child's admission, of the day upon which the child entered that agency. The Department shall notify the Agency within ten working days thereafter of the child's CID.

At the time of the child's admission to the Agency or no later than ten working days thereafter, the Department shall notify the Agency in writing of the Agency's designation as case planner and shall provide the Agency with the names of any other case planners and service providers assigned to the case.

2. WMS Application and UCR Face Sheet

The Department shall complete the Welfare Management System (WMS) Application for Services (DSS-2921) and the Uniform Case Record (UCR) Face Sheet.

3. Initial Assessment & Service Plan (IASP)

The Department shall complete the IASP and provide a copy to the Agency. If the child enters care prior to the date the IASP is due, copies of it shall be given to the Agency no later than the due date. If the child enters care after the due date, copies

of these forms shall be given to the Agency on the day the child is admitted to the Agency. Except when the child enters care after Day 30, the provision of this paragraph shall not apply when the child has been placed with the Agency by the court without the prior involvement of the Department, or when the child is a sibling or child of another child who is currently in the care of the Agency and who was placed there prior to the placement of this child.

If the child has been placed with the Agency by the court without the prior involvement of the Department, or if the child is a sibling or child of another child who is currently in the care of the Agency and who was placed there

3. Initial Assessment & Service Plan

The Agency with designated planning responsibility shall complete the IASP and shall provide a copy to the Department no later than Day 30, unless the child enters the Agency after Day 15.

If the child enters placement at the Agency after Day 15, the Department shall complete the above forms and shall provide copies to the Agency no later than Day 30, or the day the child is admitted to the Agency, whichever is later.

prior to the placement of the child, the Agency shall complete the IASP and shall provide copies of these forms to the Department no later than Day 30. The provisions of this paragraph shall not apply when the child is placed in the Agency after Day 30.

4. Comprehensive Assessment & Service Plan (CASP) and Re-Assessment & Service Plan Reviews (RASPR)

The Agency with designated case planning responsibility shall complete the 90-Day CASP and the subsequent six-month RASPR for the case as long as the child remains in the care of that Agency unless the child entered the care of the Agency within 30 days prior to the date one of these forms is due to the Department.

If the child entered the care of the Agency within 30 days prior to the date one of these forms is due to the Department, the Agency with designated planning responsibility shall complete such form for that period. If the child was not previously in care but enters the care of the Agency within 30 days of the date one of these forms is due, the Department shall complete such form for that period.

The Agency with designated case planning responsibility shall complete the required forms, sign them and send a copy of each form to the Department at least 10 working days prior to the date the form is due as specified in Part 428 of the State Department of Social Services' Regulations, or when required by local procedure. The original and one copy of each form shall be sent to the Department. The Department shall return the signed original, or other written notification of approval of the forms, to the Agency for inclusion in the case record no later than five working days following the due date of the forms.

If, after reviewing any of the forms, the Department disagrees with the assessment or the plan of services, the Department shall contact the Agency no later than the date on which the forms are due for signature by the Department in order to discuss the areas of disagreement and revise the forms as necessary. The signed copy containing the revisions as agreed to by both parties shall be returned to the Agency.

5. Plan Amendment

If one of the following changes in program status occurs after completion of the IASP, the Agency with designated planning responsibility shall complete the Plan Amendment as required by local procedure:

- A. Preventive Services are started for a child.
- B. Preventive Services are ended for a child.
- F. A child is moved from one foster care setting to another.
- G. A child becomes legally free.
- H. A child is discharged from foster care.

The Plan Amendment shall contain a statement of the type of change, the reasons for the change, any immediate service needs or goals resulting from the change and any additional information required for the particular status change. The Agency shall submit the completed form to the Department no later than 10 working-days prior to when it is due as specified in Part 428 of the State Department of Social Services' regulations or when required by local procedure.

If the case's status changes because a child abuse/maltreatment report is indicated for a family receiving foster care and/or preventive services (status change C) or because a case is closed to the State Central Register (status change D), the Department shall complete the Plan Amendment as required and shall forward a copy to the State Central Register and a copy to the Agency.

If the case's status changes because a child is entering or re-entering care (status change E), the Department shall complete the Plan Amendment and provide a copy of the form to the Agency.

If the case's status changes because a child is entering or re-entering foster care (status change E), the Agency with designated case planning responsibility shall complete the Plan Amendment. The Agency shall submit the completed form to the Department no later than 10 working days prior to when it is due as specified in Part 428 of the State Department of Social Services' regulations or as required by local procedure.

6. Provision of Client Services

When the Agency has the responsibility for filling out any portion of the Uniform Case Record forms (IASP, CASP, RASPR, or Plan Amendment) which determines what services the clients are to receive and those forms as approved by the Department, show services needed which the Agency does not provide, the Department shall ensure that those services are provided to the clients.

7. 358-a Petitions

If the child enters foster care pursuant to a voluntary transfer agreement, the Department shall file a 358-a petition for court approval of the voluntary transfer agreement within the time frames specified in Section 358-a of the Social Services Law. In the event of a sanction against the Department for an untimely filing the transfer petition, the Agency shall not be assessed a penalty.

If the child enters foster care pursuant to a voluntary transfer agreement, the Agency shall file the 358-a petition for court approval of the voluntary transfer agreement within the time frames specified in Section 358-a of the Social Services Law.

In the case of the placement of a sibling of a child already in placement with the Agency, the Agency shall notify the Department, within two weeks of the date of admission, that the child has been admitted to care. In the event that such timely notification does not occur and that the Department is sanctioned for an untimely filing of the 358-a petition, the Department shall charge the loss of reimbursement to the Agency.

8. 392 Petitions and Orders

If the child has been voluntarily placed, the Department shall file the 392 petition for case review of the placement when the child has been in foster care for 16 months or if the family court ordered the petition to be filed earlier, pursuant to Section 358-a(2)(a) of the Social Services Law, at such earlier ordered date. If the voluntarily placed child has been freed for adoption pursuant to Section 384 or 384-b of the Social Services Law, the Department shall file the 392 petition for court review of the placement 6 months from the time the child was freed for adoption if the child has not been placed in an adoptive home or 12 months from the time the child was placed in an adoptive home if the petition to finalize the adoption has not yet been filed. If the Department requires information from the Agency in order to file the petition, the Department shall notify the Agency of the information it needs no later than two months prior to the date on which the petition must be filed and the Agency shall supply such information to the Department within 30 days thereafter. The Department shall notify the Agency, in writing, of the disposition the court made pursuant to the 392 Court Review. Such notice shall be provided within 10 working days of the Department's receipt of the disposition or no later than 5 working days prior to any necessary action, whichever is earlier. The Department shall comply with the dispositional decisions. In addition, the Department shall notify the Agency in writing within 10 working day of receiving an order.

If the child has been voluntarily placed, the Agency shall file the 392 Petition for court review of the placement when the child has been in foster care for 16 months or if the family court ordered that the petition be filed earlier, pursuant to Section 358-a(2)(a) of the Social Services Law, at such earlier ordered date. If the voluntarily placed child has been freed for adoption pursuant to Section 384 or 384-b of the Social Services Law, the Agency shall file the 392 petition for court review of the placement 6 months from the time the child was freed for adoption if the child has not been placed in an adoptive home or 12 months from the time the child was placed in an adoptive home if the petition to finalize the adoption has not yet been filed. If the Agency requires information from the Department in order to file the petition, the Agency shall notify the Department of the information it needs no later than two months prior to the date on which the petition must be filed and the Department shall supply such information to the Agency with 30 days thereafter. The Agency shall notify the Department, in writing, of the disposition the court made pursuant to the 392 Court Review. Such notice shall be provided within 10 working days of the Agency's receipt of the disposition or no later than 5 working days prior to any necessary action, whichever is earlier. The Agency shall comply with the dispositional decisions, unless such decisions involve an order to free the child for adoption or an order to finalize an adoption proceeding. In addition, the Agency shall notify the Department in writing within 10 working days of receiving an order. The Agency shall comply with such court orders.

In the event of a sanction against the Department for an untimely filing of a petition, the Agency shall be assessed no penalty, unless the Agency has failed to provide required information to the Department.

In the event of a sanction against the Department for an untimely filing of a petition, the Agency shall be charged the loss of reimbursement, unless the Department has failed to provide required information to the Agency.

9. Section 1055 Orders

If the family court issues an order of diligent effort or an order to legally free a child for adoption pursuant to Section 1055 of the Family Court Act, the Department shall notify the Agency, in writing, of the order or send a copy of the order to the Agency. The Department shall comply with the court order through working with the child and the family to accomplish the necessary psychological preparation. Department notification to the Agency shall take place within 10 working days of the receipt of the order. It shall be the Department's responsibility to follow through on necessary legal aspects of surrender.

10. Registration and Photo Listing

The Department shall register and/or photo list with the state-wide adoption service any child freed for adoption within the time frames specified by law and regulation. If the Department requires information from the Agency for such registration and/or photo listing, it shall notify the Agency in writing of the information required. The Agency shall submit such information within five workdays after receiving such notification.

In the event that the Department is sanctioned for failure to register and/or photo list a child or for an untimely action, the Department may pass on the penalty to the Agency only if the Agency has failed to respond to the Department's notification regarding needed information in a timely manner.

9. Section 1055 Orders

If the family court issues an order of diligent effort or an order to legally free a child for adoption pursuant to Section 1055 of the Family Court Act, The Department shall notify the Agency, in writing, of the order or send a copy of the order to the Agency. Once the Agency is notified of the court order, it shall be the Agency's responsibility to comply with the court order through working with the child and the family to accomplish the necessary psychological preparation. Department notification to the Agency shall take place within 10 working days of the Department's receipt of the order. It shall be the Agency's responsibility to follow through on the necessary legal aspects of surrender.

10. Registration and Photo Listing

The Agency shall register and/or photo list with the state-wide adoption service any child in its care who is freed for adoption after the child enters the care of that Agency within the time frames specified by law and regulation. If the Agency requires information from the Department for such registration and/or photo-listing, it shall notify the Department in writing of the information required. At the time the appropriate forms are sent to the state-wide adoption service, copies of the forms shall also be sent to the Department.

In the event that the Department is sanctioned for failure to register and/or photo list a child or for untimely action, the Department may pass the penalty on to the Agency involved unless the Department has failed to respond to the Agency's notification regarding needed information in a timely manner.

B. Standards Relating to Necessity and Appropriateness of Placement

1. Necessary Activities Prior to Placement

Unless a specific agreement on a case-by-case basis has been reached with the Agency to provide preventive services and/or locate alternate living arrangements for the child, the Department shall offer preventive services to the child and the child's family prior to the child's foster care placement and to locate alternate living arrangements pursuant to Section 430.10 of the State Department of Social Services' regulations.

2. Necessity and Appropriateness of Placement

The Department shall ensure that the decision to place a child into care and the decision to place a child into a specific type/level of placement are made pursuant to Sections 430.10 and 430.11 of the State Department of Social Services' regulations.

The Department shall provide sufficient assessment information in the UCR to warrant the placement of the child into foster care and to warrant the placement of a child into a specific type or level of placement. If the placement does not meet the Utilization Review standards set out

1. Necessary Activities Prior to Placement

The Agency shall offer preventive services to the child and the child's family prior to the child's foster care placement and to locate alternative living arrangements, pursuant to Section 430.10 of the State Department of Social Services' regulations, in the situations stated below in paragraphs (a) and (b):

(a) Where the child in question is a sibling of another child who is currently in the care of the Agency and was placed in the Agency prior to the placement of the child in question.

(b) When the child is at risk of impending foster care placement and is not known to the Department.

The Agency shall notify the Department of an impending foster care placement within 5 working days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child.

2. Necessity and Appropriateness of Placement

The Agency shall ensure that the decision to place a child into care and the decision to place a child into a specific type/level of placement are made pursuant to Section 430.10 and 430.11 of the State Department of Social Services' regulations.

The Agency shall provide sufficient assessment information in the UCR to warrant the placement of the child into foster care and to warrant the placement of a child into a specific type or level of placement. If the placement does not meet the Utilization Review standards set out in

in Section 430.11 of the State Department of Social Services' regulations for that specific type/level of care, the Department shall review the suggested placement setting with the advice of the State commissioner.

3. Continued Necessity and Appropriateness of Placement

The Department shall ensure that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to Sections 430.10 and 430.11 of the State Department of Social Services' regulations.

The Department shall provide sufficient assessment information in the UCR to warrant the continued placement of the child in foster care and, if applicable, to justify the placement of the child in a more restrictive level of care than where the child was previously placed and/or document compliance with the continuity of environment standards set forth in Section 430.11 of the State Department of Social Services' regulations if and when a change in placement has occurred since the prior Assessment/Service Plan Review.

The Department also shall provide or arrange for services which attempt to alleviate the problems/circumstances causing the child's placement, if these problems/circumstances are the child's and to provide or arrange for services which attempt to alleviate the problems/circumstances causing the child's placement, if these problems/circumstances are the family's.

Section 430.11 of the State Department of Social Services' regulations for that specific type/level of care, the Agency, if it is the party responsible for completing the applicable Uniform Case Record forms and for providing the adequate documentation, shall notify the Department, no later than at the time the appropriate Uniform Case Records are to be sent to the Department for review and approval, of the need for a review of the suggested placement setting by the local commissioner with the advice of the State commissioner.

3. Continued Necessity and Appropriateness of Placement

The Agency shall ensure that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to Section 430.10 and 430.11 of the State Department of Social Services' regulations.

The Agency shall provide sufficient assessment information in the UCR to warrant the continued placement of the child in foster care and, if applicable, to justify the placement of the child in a more restrictive level of care than where the child was previously placed and/or document compliance with the continuity of environment standards set forth in Section 430.11 of the State Department of Social Services' regulations, if and when a change in placement has occurred since the prior Assessment/Service Plan Review.

The Agency also shall provide or arrange for services which attempt to alleviate the problems/circumstances causing the child's placement, if these problems/circumstances are the child's and to provide or arrange for services which attempt to alleviate the problems/circumstances causing the child's placement, if these problems/circumstances are the family's.

C. Diligence of Effort

1. Consistency

The Department shall ensure that the service goals and tasks included in the Uniform Case Record for the family and/or child are related to the specific needs/problems exhibited by the child/family which contributed to the child's eventual placement in care and shall implement the service plan for the child/family.

2. Service Plan Review

The Department case manager shall convene the review panel for each Service Plan Review no earlier than the first day of the month preceding the month in which it is to be approved.

The Department shall be responsible for inviting each participant, in writing, at least two weeks prior to the Service Plan Review. The notice must give the date, time and location of the Review and inform the participant that he/she may be accompanied by person(s) of his/her choice.

Efforts shall be made to involve the following people as invited participants:

1. the child, if he or she is 10 years or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved;
2. the parent(s), guardian(s), or, in the case of a child whose permanency planning goal is discharge to a relative, the relative to whom the child will be discharged; and
3. in the case of an Indian child, the child's tribe if known, and where possible, a qualified expert witness as defined in Section 431.18(a)(5) of the State Department of Social Services' regulations.

1. Consistency

The Agency shall ensure that the service goals and tasks included in the Uniform Case Record for the family and/or child are related to the specific needs/problems exhibited by the child/family which contributed to the child's eventual placement in care and shall implement the service plan for the child/family.

2. Service Plan Review

The Agency with designated case planning responsibility shall convene the review panel for each Service Plan Review no earlier than the first day of the month preceding the month in which it is to be approved.

The Agency shall be responsible for inviting each participant, in writing, at least two weeks prior to the Service Plan Review. The notice must give the date, time and location of the Review and inform the participant that he/she may be accompanied by person(s) of his/her choice.

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3. in the case of an Indian child, the child's tribe if known, and where possible, a qualified expert witness as defined in Section 431.18(a)(5) of the State Department of Social Services' regulations.

When possible, the Department representative shall, no later than 30 days after the date of the review, make face-to-face contact with the invited participants who were unable to attend the Service Plan Review. At the face-to-face contact, the Department shall provide the participants with the following information at a minimum:

- o new or continued goals and anticipated completion dates for such goals;
- o tasks to be completed in the upcoming review period;
- o visitation plan;
- o a listing of the participants in the Service Plan Review; and
- o a review of the previous service plan.

If the face-to-face contact is not possible, the Department shall send the invited participants a letter informing them that the Service Plan Review was held and that a copy of the service plan will be made available to them upon request.

The Department must document in the UCR that each of the above requirements was met.

The Department shall be responsible for locating an independent third party reviewer to attend the review.

The Department shall be responsible for inviting other case planners and service providers to the review and obtaining their input into the service plan.

### 3. Casework Contacts

The Department shall have the option, on a case-by-case basis, to continue to provide case planning services and make casework contacts with the family. If the Department chooses to exercise this option it must notify the Agency at the time the case is referred.

When possible, the Agency representative shall, no later than 30 days after the date of the review, make face-to-face contact with the invited participants who were unable to attend the Service Plan Review. At the face-to-face contact, the Agency must provide the participants with the following information at a minimum:

- o new or continued goals and anticipated completion dates for such goals;
- o tasks to be completed in the upcoming review period;
- o visitation plan;
- o a listing of the participants in the Service Plan Review; and
- o a review of the previous service plan.

If the face-to-face contact is not possible, the Agency shall send the invited participants a letter informing them that the Service Plan Review was held and that a copy of the service plan will be made available to them upon request.

The Agency shall document in the UCR that each of the above requirements was met.

The Agency shall be responsible for locating an independent third party reviewer to attend the review.

The Agency shall be responsible for inviting other case planners and service providers to the review and obtaining their input into the service plan.

If the Department chooses to delegate case planning (and hence the responsibility for making casework contacts) to the Agency, the Department shall notify the Agency that it has been designated as the as case planner at the time the Uniform Case Record forms are sent to the Agency.

In the cases where the Agency is designated as the case planner, the Agency shall maintain casework contacts with the child once the child enters the Agency's care. Once the child enters a different agency's care, that new agency shall immediately maintain the casework contacts with the child and with the parents (if applicable). Casework contacts shall be provided in accordance with Section 430.12(c)(3) of the State Department of Social Services' regulations.

4. Visitation

The Department shall facilitate bi-weekly or monthly visits between the parent and the child, whichever is required by Section 430.12(d) of the State Department of Social Services' regulations, until the agreed upon Uniform Case Record forms denoting the transfer of this responsibility has been transmitted to the Agency, then the Agency shall assume such responsibilities. The Department shall have the option, on a case-by-case basis, to continue, after the Uniform Case Record forms have been transferred to the Agency, to provide services to the parents or relatives and thus maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise this option, the Department must so notify the Agency at the time the Uniform Case Record forms are sent to the Agency.

5. Lack of Progress

If the Uniform Case Record form indicates that termination of parental rights should be pursued, the Department shall initiate a court action within 60 days of completing the Uniform Case Record form.

6. Discharge Time

If the child has a permanency planning goal of return to parents or relatives, the Department shall be responsible for keeping track of the length of time a child has remained in foster care. The Department shall review the case to determine if preventive services

4. Visitation

The Agency shall be responsible for facilitating bi-weekly or monthly visits between the parent and the child, whichever is required by Section 430.12(d) of the State Department of Social Services' regulations. The Department shall have the option on a case-by-case basis to continue to provide services to the parents or relatives and thus maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise this option, the Department must so notify the Agency at the time the Uniform Case Record forms are sent to the Agency.

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If the child has a permanency planning goal of return to parents or relatives, the Department shall be responsible for keeping track of the length of time a child has remained in foster care. The Department shall notify the Agency to review the case to determine

could aid in the discharge of the child. If preventive services are authorized, the Department shall notify the Agency, at the time of the decision to provide preventive services, of the specific agency, if applicable, which is to provide such services.

If discharge is not anticipated before the 24th month in care, the Department shall submit the case for review by the State Commissioner to determine if the child should remain in care with the same discharge objective and to determine whether the case should be granted an exception because the 24 month discharge time standard is not practical despite the Agency's diligent efforts, if such review is required by the State Commissioner.

If the child remains in care beyond 24 months, the Department shall conduct a review of the case prior to the 36th month in care to determine if the child should remain in care and if so, should submit the case to the State Commissioner if such review is required by the State Commissioner.

if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized, the Department shall notify the Agency, at the time of the decision to provide preventive services, which specific agency, if applicable, is to provide such services. If discharge is not anticipated before the 24th month in care, the Agency shall submit the case to the Department for review by the State Commissioner to determine if the child should remain in care with the same discharge objective and to determine whether the case should be granted an exception because the 24 month discharge time standard is not appropriate despite diligent efforts, if such review is required by the State Commissioner.

If the child remains in care beyond 24 months, the Department shall notify the Agency 6 weeks prior to the 36th month in care that the case needs to be reviewed for its continued need for placement. The Agency shall conduct such a review of the case and shall notify the Department of the need to appeal to the State Commissioner to keep the child in care and/or to direct the State to grant the case an exception because the 36 month discharge time standard is not appropriate despite the agency's diligent efforts, if such review is required by the State Commissioner.

D. Discharge to Adoption

1. Adoption Milestone: To Free the Child for Adoption

If the child has a permanency planning goal of discharge to adoption, the Department shall locate an appropriate adoptive home for the child and place the child in such home within the time frames stated in Section 430.12(e) of the State Department of Social Services' regulations. The Department shall attempt to obtain a subsidized adoptive placement for the child, if applicable. If the child has not been placed in an adoptive placement within

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1 year of being freed, the Department shall be responsible for any required documentation of its efforts to seek an adoptive placement, and evidence, if applicable, that a failed adoptive placement has occurred. In addition, the Department shall notify the State Commissioner and request a review if the child is not placed in an adoptive placement within one year. If, after one year, the location of an adoptive home remains a goal, the Department shall continue to exercise diligent efforts towards finding such a home, shall continue to be responsible for the required documentation, and if placement is not made within 2 years of being freed, shall request a review of the case by the State Commissioner.

the Agency of the milestone date and the Agency shall be responsible for notifying the Department of the impending need to seek an exception for the case from the State Commissioner (if applicable). The Agency shall also be responsible for any required documentation of its efforts to seek an adoptive placement, plus documentation, if applicable, that a failed adoptive placement has occurred. If needed, the Department shall notify the State Commissioner to request a review. If after the one year point, the location of an adoptive home remains a goal, the Agency shall continue to exercise diligent efforts to accomplish the goal, shall continue to be responsible for the required documentation and, if placement is not made within 2 years of the child being freed, the Agency shall notify the Department of the need to seek an exception for the case from the State Commissioner. The Department shall periodically notify the Agency of the 2 year milestone date and shall request a State review if the milestone has not been achieved.

2. Adoptive Placement: To Finalize an Adoption for a Child in an Adoptive Placement

The Department shall be responsible for working toward finalizing an adoptive placement, and if the milestone is not reached within the 1 year time frame, the Department shall document the reasons why the finalization did not occur according to the Utilization Review time frames.

2. Adoptive Placement: To Finalize an Adoption for a Child in an Adoptive Placement

The Agency shall be responsible for working toward finalizing an adoptive placement, and if the milestone was not reached, the Agency shall document the reasons why the finalization did not occur according to the Utilization Review time frames.

E. Discharge to Independent Living

1. Setting of Goal

The Department shall be responsible for approving a permanency planning goal of independent living for the child in accordance with Section 430.12(f)(1)(i) of the State Department of Social Services' regulations. The Department shall determine that a child is deemed to have a goal of discharge to independent living or provide sufficient information to allow the Agency to determine that a child is deemed to have a goal of independent living whenever a child, 16 years of age or older, has a goal of return to parents or relatives or a goal of adoption, and has resided in foster care for at least 12

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of the past 36 months. The Department shall be responsible for determining that a child is deemed to have been discharged to independent living or providing sufficient information to allow an Agency to determine that a child is deemed to be discharged to independent living whenever a child, 16 years of age or older, who has resided in foster care for at least 12 of the past 36 months has been discharged to parents or relatives. Although a child may be deemed to have a goal of independent living at age 16, the goal of independent living may be set at age 14.

2. Preparation for Discharge

The Department shall be responsible for assessing and documenting the competency and deficits of any child, 14 years of age or older, with a goal of independent living or deemed to have a goal of independent living in relation to such child's independent living skills as delineated in Section 430.12(f)(2)(i) of the State Department of Social Services' regulations. The Department shall provide or assure the provision of 2 days of formalized group instruction and ongoing individual assistance in all independent living skills in which the child has not been found to be fully competent.

The Department shall provide or assure the provision of vocational training to a child 16 years of age or older who has a goal of independent living or is deemed to have a goal of independent living, unless documentation is provided showing that such training is unnecessary based on the exceptions enumerated in Section 430.12(f)(2) of the State Department of Social Services' regulations.

The Department shall issue monthly stipend payments to a child 16 years of age or older who has a goal of independent living or is deemed to have a goal of independent living, unless such child, according to his or her case plan is not actively participating in independent living services.

The Department shall be responsible for the required documentation of the above.

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The Agency shall be responsible for the required documentation of the above.

### 3. Discharge

The Department shall ensure that a child is not discharged to independent living unless the child has had a permanency planning goal of independent living continuously for 6 months immediately prior to being discharged.

The Department shall be responsible for documenting the existence of the goal.

The Department shall identify any persons, services and agencies which will help the child maintain and support himself or herself in the community, and shall assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources prior to discharge in accordance with Section 430.12(f)(3)(i)(a) of the State Department of Social Services' regulations.

The Department shall be responsible for providing a written notice of discharge to the child at least 90 days prior to the child's discharge in accordance with Section 430.12(f)(3)(i)(b) of the State Department of Social Services' regulations.

The Department shall not discharge the child unless appropriate housing which is anticipated to be available for a minimum of 12 months, as described in Section 430.12(f)(3)(i)(c) of the State Department of Social Services' regulations, is found by or for the child. The Department shall be responsible for the required documentation of the above.

### 4. Post Discharge

The Department shall provide trial discharge/aftercare services to a child discharged to independent living or deemed to be discharged to independent living, as required in Section 430.12(f)(4)(i)(a) of the State Department of Social Services' regulations, including casework contacts with the child, with the number of face-to-face contacts and in-home contacts equal to those as required in Section 431.16(c) of the State Department of Social Services'

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regulations. These services are required only if the child agrees to participate in such services. If during the period of trial discharge/aftercare the child should become homeless, the Department shall assist the child to obtain appropriate housing equivalent to the housing described in Section 430.12(f)(3)(i)(c) of the State Department of Social Services regulations which is anticipated to be available for at least 12 months, except that the child may be placed in appropriate temporary housing for 30 days if no long term housing can be found immediately. If no appropriate housing is found after 30 days, the Department must place the child in a suitable foster care setting.

The Department shall provide supervision services to a child until the child reaches 21 years of age after custody has been terminated where the child has been discharged to independent living or deemed to have been discharged to independent living and has permanently left the home of his/her parent(s) or relative(s) prior to the termination of the Department's custody. The Department shall be responsible for making the required contacts with the child and providing referral and follow-up services as needed as specified in Section 430.12(f)(4)(i)(b) of the State Department of Social Services' regulations. During the period of supervision, the Department shall be responsible for maintaining progress notes to document that this requirement is being met.

#### F. Adult Residential Care

The Department shall ensure that the decision to choose the permanency goal of discharge to adult residential care complies with the eligibility standards present in Part 430.12(g)(1)(i) of the State Department of Social Services' regulations.

The Department shall document compliance with the standards for setting the permanency goals.

regulations. These services are required only if the child agrees to participate in such services. If during the period of trial discharge/aftercare the child should become homeless, the Agency shall assist the child to obtain appropriate housing equivalent to the housing described in Section 430.12(f)(3)(i)(c) of the State Department of Social Services' regulations which is anticipated to be available for at least 12 months, except that the child may be placed in appropriate temporary housing for 30 days if no long term housing can be found immediately. If no appropriate housing is found after 30 days, the Department must place the child in a suitable foster care setting.

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The Agency shall document compliance with the standards for setting the permanency goals.

The Department shall plan for the discharge of the child as required in Section 430.12(g)(2) of the State Department of Social Services' regulations.

The Agency shall plan for the discharge of the child as required in Section 430.12(g)(2) of the State Department of Social Services' regulations.

G. Preventive Services

The Department shall ensure that the initial decision to authorize mandated preventive services as well as the decision to reauthorize the case as a mandated preventive services case, comply with the client eligibility standards presented in Section 430.9 of the New York State Department of Social Services' regulations.

The Department shall complete the appropriate Uniform Case Record form documenting the initial client eligibility for mandated preventive services as well as documenting client eligibility for the reauthorization of mandated preventive services.

The Agency shall complete the appropriate Uniform Case Record form documenting the initial client eligibility for mandated preventive services as well as documenting client eligibility for the reauthorization of mandated preventive services.

For those cases which have not been referred to a preventive agency by the Department, the Agency shall notify the Department of the case as soon as the case is open at the Agency. The Department shall notify the Agency of any prior Department involvement in the case and shall provide the Agency with the appropriate Case Record materials within 30 days after the case was opened at the Agency. If the Agency is to complete the applicable Uniform Case Record forms, the Department shall notify the Agency of the due date of the forms. In those cases where the Uniform Case Record cycle has already commenced, such notification shall occur no later than 6 weeks prior to the date on which the forms are due.

For those cases involving more than one service provider, the Department, through its case management responsibility, shall ensure that a specific party is responsible for the case planning and that the required documentation is provided.

H. The Agency agrees to provide the following in relation to each child covered by the contract:

1. Care of the child.
2. Intake - Utilizing the summary information provided by the Department, the Agency shall determine whether the services provided by them are appropriate to meet the needs of the child being referred.
3. Clothing - The Department shall not make a payment, separate from the contract rate, for the replacement of clothing which the child possessed at the time of placement. For any initial clothing items the child does not have at time of admission and which are required for the particular season of the year, the Agency shall purchase such items and the Department shall reimburse separately from the contract rate. However, the Agency must obtain the Department's prior approval for any initial clothing expenditure. The Agency shall provide replacement clothing as needed during the child's residence and shall furnish the child at the time of discharge with a basic outfit suitable for the season of the year. Upon discharge, the child shall be permitted to take with him all of his possessions and clothing, including a basic outfit appropriate to the season.

4. Medical Emergencies and Consent for Treatment - The Agency shall immediately notify the Department whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis.
5. Absent Without Leave - The Agency shall notify the Department immediately when a child is absent without leave (AWOL). The Agency shall file a missing person's report with the Police Department within 24 hours and cancel such report when the child is located. When the child is located, the Agency in cooperation with the Department, shall make arrangements for the child's return.
6. Education Program - The Department shall not reimburse the Agency for any educational costs for a child placed in a group home, agency boarding home, or foster boarding home. These children shall be enrolled in the public school educational program, unless another educational option is detailed in the child's Placement Service Plan.
7. Summer Educational Program - The Department shall not reimburse the Agency for summer school tuition costs unless the Agency receives the Department's prior written approval for such costs and the need for the summer program is detailed in the child's Placement Service Plan.
8. Termination Notice - The Agency shall give the Department a minimum of a 15 day written notice of its intention to request the removal of a child in the Agency's care. Should termination of placement be necessary for any reason for a child court ordered to a specific agency, the Agency shall seek termination or modification of the placement order in the appropriate Family Court. If a child has been physically assaultive and charges have been pressed, then the Department shall work with the Agency to get the child placed into detention expeditiously. Removals shall be made in accordance with the requirements of Section 400 of the Social Services Law and Section 443.5 of the State Department of Social Services' regulations.
9. Educational tuition reimbursement shall not be in excess of the maximum rate calculated for the school by the State Education Department. Reimbursement shall be limited to the number of days specified for that rate and shall be made in accordance with the regulations of the Commissioner of Education.
10. The Agency agrees to comply with the provision governing the reporting of suspected cases of child abuse or maltreatment set forth in Sections 413-416 and 418 of the Social Services Law and the screening requirements set forth in Section 424-a of the Social Services Law.
11. Travel Expenses - If a transportation expense for home visits is not included in the board rate, the Department shall authorize transportation in accordance with the Service Plan. If included in the board rate, the agency shall be responsible for transportation expenses if the destination is within 50 miles of the facility. If the destination is more than 50 miles from the facility, the Department shall be responsible for transportation costs, including the first 50 miles.

#### SECTION IV - FAIR HEARINGS

Pursuant to Section 358.4 of the State Department of Social Services' regulations, the Department shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also shall inform applicants for or recipients of preventive or adoption services how to file a fair hearing request. Whenever an eligible applicant or recipient requests a fair hearing, the State Department of Social Services shall provide such a hearing through its regular fair hearing procedures. The Department shall provide the Agency with copies of the fair hearing decision. The Agency, upon the request of the Department, shall participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

#### SECTION V - REIMBURSEMENT

The Department agrees to pay to the Agency, on a monthly basis, within thirty days of receipt of billing, an amount equal to the applicable per diem rate(s) sent forth in Schedule A, 2, multiplied by each Day of Care actually provided by the Agency for each Public Charge placed with it, in accordance with this Agreement; provided, however, payment shall not be made for a child when the child is absent from the Agency for reasons other than those set forth in Section 605.2(c) of the State Department of Social Services' regulations and further defined in 85 ADM-7 and 86 ADM-49 or subsequent directives.

A dollar amount for each of the program types provided must be specified in Schedule A (e.g., foster boarding home, agency boarding home, institution, etc.). When the negotiated per diem rate exceeds the State established Maximum State Aid Rate, the State Aid Rate shall be used for purposes of State and Federal reimbursement.

The medical per diem rate(s) established by the State constitutes full reimbursement for medical, dental and drug expenses except hospital care as defined in the State Department of Social Services' regulations. The per diem rate must be specified in Schedule A.

The education rate as calculated by the State Education Department for an on-campus school, chartered educational program or special act school district shall be specified in Schedule A. Reimbursement for tuition shall be made in accordance with the regulations of the Commissioner of Education and not on a per diem basis.

The anticipated total cost of the Agreement is an estimate required under DSS Bulletin 195 and shall serve as the limit of obligation under this Agreement. Should it appear that the amount entered may be exceeded, an amendment to the contract shall be executed. This figure shall serve only as an upper limit and in no way obligates the Department to purchase child foster care services and maintenance up to this amount. The amount entered can be based upon experience during the past contract year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department. The total cost of this Agreement shall not exceed \$ \_\_\_\_\_.

The Agency agrees that payment by the Department shall be contingent upon the Agency submitting an appropriate claim form to \_\_\_\_\_ which has been approved by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

SECTION VI - GENERAL RESPONSIBILITIES FOR PARTIES

The governing board of the Agency shall exercise oversight over the Agency's day-to-day affairs and programs. The Agency shall have the responsibility for the day-to-day provision of foster care services for each child placed with it in accordance with this Agreement and with appropriate State Department of Social Services' regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency shall maintain sufficient staff, facilities and equipment, in accordance with the regulations of the State Department of Social Services, in order to provide the services set forth in Schedule A of this Agreement.

The Agency agrees to provide the services described in Schedule A of this Agreement at the principle location of: \_\_\_\_\_

\_\_\_\_\_ ;  
and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the child service plan.

The Department agrees to notify the Agency of the identity of the persons assigned monitoring responsibility for the Child Protective Services recipients receiving foster care services from the Agency.

SECTION VII - BOOKS, RECORDS AND REPORTS

The Agency shall keep accurate records, in conformance with the State Department of Social Services' regulations established for utilization review and uniform case recording, for each child receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of services involved with the case, and the date such services were provided. The Agency shall make such reports to the State Department of Social Services on the current status and progress of each recipient of service on such forms and at such intervals as required by the State Department of Social Services' regulations.

All information contained in the Agency's files shall be held confidential by the Agency and the Department pursuant to the applicable provisions of the Social Services Law and any regulations promulgated thereunder, including 18 NYCRR Parts 357 and 423, as well as any applicable Federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The records of individual recipients of services shall be made available to the State Department of Social Services upon request, for consultation or review.

The Agency shall maintain statistical records as required by the State Department of Social Services and shall furnish such data at the times prescribed by and on forms supplied by the State Department of Social Services.

The Agency agrees to maintain financial books, records and necessary supporting documents as required by the State Department of Social Services. The Agency shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect

statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the State Department of Social Services.

Such financial and statistical records shall be subject to inspection, review, excerpts, transcription or audit by authorized County, State and/or Federal personnel.

The Agency agrees to retain all books, records and other documents relevant to this Agreement for eight years after the Agency receives final payment for the services to which they relate, during which time authorized County, State and/or Federal auditors shall have full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), shall make available, upon written request, this Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the Comptroller General or any of their duly authorized representatives.

### SECTION VIII - ACCOUNTABILITY

The Department shall establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with New York State Law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the foster care services provided to the children referred hereunder.

The Agency agrees that a program and facilities review pertaining to the delivery of foster care services under this Agreement including meetings with recipients of service, review of uniform case records, review of service policy and procedural issues, review of staffing and job descriptions and meetings with staff directly or indirectly involved in the provision of foster care services may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

The Department shall conduct a client review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review shall include, but not be limited to, such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual client reviews shall include determination of the Agency's compliance with the contract requirements.

If the Agency significantly does not conform to the provisions of this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

The Agency shall not make any subcontract for the performance of this Agreement without the prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void without the prior written approval of the Department. All authorized subcontractors are subject to Federal and State requirements governing purchase of services contracts and the Agency is responsible for the performance of any subcontractor.

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The Agency further covenants that in the performance of this Agreement no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Agency shall be annexed to this Agreement.

#### SECTION IX - COMPLIANCE WITH LAW

The Agency represents and agrees to comply with all applicable Federal laws, including the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 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, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations contained in 45 CFR Part 84, and 28 CFR Part 41.

In addition, if the total cost of this Agreement is in excess of \$100,000, the Agency shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

#### SECTION X - TERMINATION OF AGREEMENT

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the Department, for cause, upon the failure of the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the Agency written notice specifying the Agency's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses incurred after receipt of the notification of termination.

In addition to the termination provisions set forth above, the Department shall have the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by Federal, State or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

When an Agreement is to be terminated, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the Department shall arrange for the transfer to another Agency of all children covered by this Agreement then served by the Agency. In order to reimburse that Agency for the children not transferred by the effective date of termination, the Department and Agency shall negotiate an extension of this Agreement prior to the date of termination.

The Agency shall comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department, within six months, any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; and transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement.

#### SECTION XI - INDEMNIFICATION

The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department. The Agency agrees to indemnify the Department for any loss the Department, or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the Department) injured by the negligent acts or omission of the Agency, its officers and/or employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, the Department, and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firms, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this 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 this 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.

This Agreement may not be assigned, transferred or in any way disposed of by the Agency without the prior written approval of the Department.

The Agency warrants that it is not in arrears to the Department upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

The Agency warrants that it and its service staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames.

PROPOSED SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

Department of Social Services

by: \_\_\_\_\_

COMMISSIONER

(NAME OF AGENCY)

by: \_\_\_\_\_

EXECUTIVE DIRECTOR

STATE OF NEW YORK)

County of ) S.S.:

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say that he resides in \_\_\_\_\_; that he is a \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

## SCHEDULE A

(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for Federal reimbursement.

### A. Program Narrative

1. Agency's Name and Address
2. Foster Care Programs Provided by Agency  
(Institution, group residence, group homes, agency boarding homes, foster family boarding homes, educational services, etc. Include details on all programs, including goals and objectives.)
3. List of locations of all agency facilities to be used in providing services.
4. Persons served (ages, sex, geographic limitations, if any; number to be served by program, etc.).
5. Services of agency programs: include description of all those services which are provided, including those defined in the CSP, as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.
6. Unit of Service - i.e., unit of services care provide to a child for one day.
7. Self-evaluation Procedures - description of agency procedures for evaluating program effectiveness, i.e., conferences, staff meetings, etc.
8. Admission Policies and Procedures - description of referral process, agency requirements for reports, pre-placement visits, etc.
9. Interagency Cooperation - (a) description of all persons who will be responsible for working with child, family, significant others, (b) procedures for handling of runaways.



2. REIMBURSEMENT RATES

THE FOLLOWING SCHEDULE OF FOSTER CARE PAYMENTS PRESENTS MAINTENANCE, SERVICES, EDUCATION, AND MEDICAL RATES WHICH WILL BE PAID UNDER THIS CONTRACT.

Each Facility Name and CCRS I.D.#	Instit.	Group	Group	Agency	Instit.	Group	Group	Agency	Foster	MAINTENANCE PER DIEM RATES*	SOCIAL SERVICE RATE*	Medical	Effective
										Resi- dence	Home	Boarding Home	Resi- dence
										Eff. Date: _____	Eff. Date _____		

**EDUCATION**  
 (tuition) Rate: (Include rate as established by the State Education Department, number of school days per year, and attach the school calendar).

special act school district \_\_\_\_\_  
 on-campus school \_\_\_\_\_

The total cost of this contract shall not exceed \$ \_\_\_\_\_

\*The maintenance and social service rates combined comprise the full per diem exclusive of medical or education rates. The social service rate is being negotiated with the federal government. When approved it will be applied retroactively.

