

**AGREEMENT
FOR PURCHASE OF FOSTER CARE FOR CHILDREN**

This AGREEMENT made this ___day of_____, 20___, by and between the County of _____ through the _____ County Department of Social Services, hereinafter called the Department, located at _____, _____, New York _____, and _____ hereinafter the Agency, located at _____ a foster care agency otherwise authorized by the New York State Office of Children and Family Services to provide foster care services.

WHEREAS, the Commissioner of Social Services of the County of _____, hereinafter Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of _____ pursuant to Section 395 et seq. of 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 pursuant to this Agreement, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

SECTION I- DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they have the following meaning unless otherwise clearly noted:

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.
2. **AGENCY BOARDING HOME**, as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, means a family-type home for the care and maintenance of not more than six (6) 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 (6) brothers and sisters of the same family.
3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary authorized agency of the assigned Case Planner.

4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means a permanency planning goal to assist foster care youth in their transition to self-sufficiency by connecting the youth to an adult permanency resource, equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.
5. **ASSIGNED ROLE** means the role in the family services stage designated for each caseworker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker's Department or Agency. Assigned roles are always initially designated by the Department and include: case manager, case planner, caseworker, and child protective services monitor. After a role is assigned to an Agency worker, it may be reassigned to another worker within that Agency.
6. **ASSOCIATED CASE WORKER** is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) placed with the worker's Agency.
7. **AUTHORIZED AGENCY**, as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with the New York State Office of Children and Family Services to provide foster care, or a corporation organized under the laws of New York State and approved by the New York State Office of Children and Family Services to provide foster care.
8. **CASE CONSULTATION** means the steps taken to assist in the development of the permanency hearing report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).
9. **CASE INITIATION DATE (CID)** means the earliest of:
 - a. the initial date of application for foster care services, mandated or non-mandated preventive services for children;
 - b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
 - c. the date of placement of a child in foster care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in foster care either pursuant to Article 10, 10-B or 10-C of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
 - d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary authorized agency or foster parent.

- 10. CASE MANAGEMENT** means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child; providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other Statewide automated child welfare information system designated by the New York State Office of Children and Family Services. Case management is always the responsibility of the Department.
- 11. CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.
- 12. CASE PLANNING** means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.
- 13. CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the Department or the Agency, assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.
- 14. CASE WORKER** is any additional Department or Agency staff other than case manager or case planner directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects

of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.

- 15. CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.

- 16. DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category "deemed to have a goal of discharge to another planned living arrangement with a permanency resource" requires the same services as if the child has a goal of discharge to another planned living arrangement with a permanency resource.

- 17. DISCHARGE SERVICES** means supervision services and may include 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, primary resource person or an adult permanency resource, as described in 18 NYCRR 430.12.

- 18. FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.

- 19. FAMILY SERVICES INTAKE** means the CONNECTIONS stage for documentation of family information and events prompting the opening of a family services stage. A family services intake must be completed before a family services stage can be opened.

- 20. FAMILY SERVICES STAGE** means the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one (1) open family services stage for a family per social services district. The family services stage is linked to a family case that is comprised of all past and current stages for the family.

- 21. FUNDING ELIGIBILITY** means the initial determination of a family's eligibility for foster care services and required periodic re-determinations consistent with provisions of federal and State statutes and regulations, including but not limited to Title IV-E of the Social Security Act.

- 22. FOSTER CARE OF CHILDREN** means all activities and functions provided relative to the care of a child away from his or her home twenty-four (24) hours per day in a foster family free home or a duly 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. Foster care of children also means activities and functions relative to the care of a child away from his or her home twenty-four (24) hours per day in a home or facility operated or licensed by the New York State Office of Mental Health, New York State Office for People With Developmental Disabilities, or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of understanding between the New York State Office of Children and Family Services and such Office in accordance with Title IV-E of the Social Security Act.

- 23. FOSTER CHILD** means a child who meets the criteria of 18 NYCRR 441.2(a). A foster child also includes a child placed in the care and custody of the Department as a destitute child in accordance with Article 10-C of the Family Court Act.
- 24. FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, 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 or by the New York State Department of Mental Hygiene or the New York State Office of Children and Family Services to care for children, and such person or family receives payment from the Agency for the care of such children.
- 25. FOSTER PARENT** means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or step-parent, who is certified or approved to board children who are in the care, custody or guardianship of an authorized agency or the New York State Office of Children and Family Services, and who are placed for temporary or long term care.
- 26. GROUP HOME**, as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, means a family-type home for the care and maintenance of not less than seven (7), nor more than twelve (12) children who are at least five (5) 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 is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.
- 27. INSTITUTION**, as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, means any facility operated by an authorized agency for the care and maintenance of thirteen (13) or more children.
- 28. LIFE SKILLS SERVICES** means services designated to assist foster children and former foster children to prepare for employment and post secondary education, and to make the transition to responsible adulthood. Life skills services include, but are not limited to, structured programs of vocational training, life skills instruction, post discharge services and supervision until twenty-one (21) years of age.

- 29. PERMANENCY HEARING REPORT** means a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by the New York State Office of Children and Family Services. The permanency hearing report must be filed with the court and submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.
- 30. 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.
- 31. REFERRAL** means a request made by the Department that the Agency provide a service for a public charge.
- 32. PRIMARY RESOURCE PERSON** 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.
- 33. SERVICE PLAN REVIEW** means a case conference, including at least the case planner or the child's caseworker and a third party reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child ten (10) years of age or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved, the child's current foster parent, caretaker relative or pre-adoptive parent and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and family reassessment and service plan when a child is in foster care, except that a permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.
- 34. SUPERVISED INDEPENDENT LIVING PROGRAM** means one or more of a type of agency boarding home operated or certified by an authorized agency in accordance with 18 NYCRR Part 449 to provide a transitional experience for older foster children who, based on their circumstances, are appropriate for transition to the level of care and supervision provided in the program.
- 35. SUPERVISION SERVICES** means referral to or coordination with other appropriate available services for a child, until the child becomes twenty-one (21) years of age, when the child has been discharged to another planned living arrangement with a permanency resource as described in 18 NYCRR 430.12.

36. THIRD PARTY REVIEWER means an administrator or other person not responsible for the case management or delivery of services to a case or in the direct line of supervision for that case. The third party reviewer is a required participant in service plan reviews.

37. UNIFORM CASE RECORD means all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

SECTION II - TERM OF AGREEMENT AND RENEWAL

1. The term of this Agreement is from _____ through _____ . If the Agreement is for a period in excess of twelve (12) months, the Department must review the Agreement on at least an annual basis for verification of conformance by the Agency and is continued for subsequent periods only if the Department determines that the Agreement continues to be in the best interest of the Department.
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care 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 (6) months prior to the expiration of this Agreement.
3. If negotiations for a new Agreement have not been completed upon expiration of this Agreement or subsequent renewal, 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

1. It is mutually agreed between the Department and the Agency that the Agency will provide foster care services and provide or obtain appropriate medical services in accordance with the standards prescribed by the New York State Office of Children and Family Services and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.

2. The Agency warrants that it and its 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. The Agency shall promptly notify the Department of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify the New York State Office of Children and Family Services of such enforcement action and Agency remediation.

3. The Department is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services and applicable federal requirements. The Department is also responsible for the determination of eligibility for federal adoption assistance, State adoption subsidy or kinship guardianship assistance in accordance with applicable federal and State standards.

4. The Department is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.

5. The Agency agrees to provide foster care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of the New York State Office of Children and Family Services.

6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS, CCRS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.

7. To the extent that CONNECTIONS is implemented in the district, as determined by the New York State Office of Children and Family Services, CONNECTIONS will be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and service plans, plan amendments, and Progress Notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the family services stage. As additional components of CONNECTIONS are implemented in the district, as determined by the New York State Office of Children and Family Services, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.

Once CONNECTIONS is implemented in the district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and

regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428 and 466.

8. The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.
9. The Agency will not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.
10. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

A. STANDARDS RELATED TO PLACEMENT

1. Intake for Family Services

The Department, or the Agency at the option of the Department, will complete the family services intake, including but not limited to:

- a. completion of the Application for Services (DSS-2921);
- b. entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;
- c. completion of all required CONNECTIONS Intake components; and
- d. performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the family services intake, it must submit it to the Department for acceptance within X [but no more than five (5)] days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of the New York State Office of Children and Family Services is placed directly into the care of the Agency, the Agency must complete the family services intake as described above and submit it to the Department for acceptance within X [but no more than five (5)] days of the day upon which the child entered that agency.

2. Opening of a Family Services Stage and Designation of Case Planner

Only the Department can open a family services stage. When the Department completes or accepts a family services intake, the Department will stage progress the family services intake to a family services stage and assign a worker role to the Agency that identifies Agency responsibilities in the family services stage.

The Department will open the family services stage and assign an Agency worker as either case planner for the family or case worker for the child at the time of the child's admission to the Agency or within X [but no more than five (5)] days of submission of the family services intake.

The Department will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For foster children placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services and cared for by the Agency, the Department shall assign a role of case planner or case worker, as appropriate, in the Family Services stage to the Agency, and a role of case worker to the New York State Office of Children and Family Services within five (5) days of the family services intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of the New York State Office of Children and Family Services and placed by the court in the care of the Agency, the Department shall determine and assign the case planner and the role of case worker to any other Agency staff and staff of the New York State Office of Children and Family Services, as appropriate, within five (5) days of intake. Such children shall be identified to be in the "joint custody" of the Commissioner of the Department and the Commissioner of the New York State Office of Children and Family Services.

3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of foster care placement), or date of court-ordered services. The system will use the earliest of these dates as the CID.

4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with designated case planning responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal. Where the Agency with designated case planning responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with designated case planning and the Agency of the associated case worker must review and update program choice(s) and a permanency planning goal

in CONNECTIONS, as appropriate, prior to opening each family assessment and service plan. The case planner, or the associated case worker at the direction of the case planner, must record programmatic eligibility for foster care placement and preventive services within each family assessment and service plan, while the Department must determine eligibility for all applicable funding streams.

The Department will remain responsible for reviewing the child's permanency planning goal throughout the foster care episode and will make a determination as to whether the permanency plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

- a. return to parent or guardian;
- b. adoption;
- c. legal guardianship or legal custody
- d. placement with a fit and willing relative; or
- e. placement in another planned living arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another planned living arrangement includes either discharge to another planned living arrangement with a permanency resource or adult residential care.

The Department will notify the Agency with designated case planning responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

5. Initial Family Assessment & Service Plan

The Agency with designated case planning responsibility must complete the initial family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the due date of the initial family assessment and service plan. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

The Agency of the associated case worker must complete the initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan,

unless the child protective services worker/monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.

If the Department places the child with the Agency within fifteen (15) days prior to the due date, or after the due date, of the initial family assessment and service plan, the Department will retain the role of case planner and such designated worker will complete the initial family assessment and service plan and submit it to the case manager for approval before assigning the Agency as designated case planner. A worker designated by the Agency will be assigned the role of caseworker in the interim. Where the Department case manager is also serving as case planner, the family assessment and service plan must be submitted to the case manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with "Standards Related to Placement" also apply to a foster child solely in the legal custody of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For a foster child placed solely in the legal custody of the New York State Office of Children and Family Services and cared for by the Agency, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. The Department will have the ministerial CONNECTIONS role of case manager and the New York State Office of Children and Family Services will have the programmatic and functional role of case manager over such children. For children in the "joint custody" of the Commissioner of the Department and the New York State Office of Children and Family Services, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with the New York State Office of Children and Family Services, retain the programmatic and functional role of case manager for such children.

6. Comprehensive Family Assessment & Service Plan and Subsequent Reassessment Family Assessment & Service Plans

The Agency with designated case planning responsibility must complete the ninety (90)-Day comprehensive family assessment, the first family reassessment and service plan no later than two hundred and ten (210) days from the case initiation date and each six (6)-month subsequent family assessment and service for the case as long as the Agency is the designated case planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within thirty (30) days prior to the date the comprehensive or reassessment family assessment and service plan is due.

If the child was previously in the care of another Agency that had case planning responsibilities, and entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Agency with previously designated case planning responsibility must complete the family assessment and service plan for that period and reassignment of the case planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is

due, the Department will complete the family assessment and service plan for that period and delay reassigning the case planner role until after its approval.

The Agency with designated case planning responsibility must complete the appropriate family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the date it is due as specified in 18 NYCRR Part 428. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager. The Agency of the associated case worker must complete the family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the case planner in non-protective cases.

The Department case manager will review and either approve or reject the family assessment and service plan no later than five (5) days following the submission of any family assessment and service plan.

If, after reviewing any family assessment and service plan, the Department disagrees with the assessment or the plan of services, the Department will contact the Agency with case planning responsibility within five (5) days of submission of the family assessment and service plan to discuss the area(s) of disagreement and necessary revisions. The modified family assessment and service plan, containing the revisions as agreed to by both parties, must be resubmitted by the Agency with case planning responsibility to the case manager for approval within five (5) days of the rejection of the family assessment and service plan. The assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment family assessment and service plan, and before the subsequent family assessment and service plan can be opened on the system, a plan amendment must be completed and submitted to the case manager for approval as required by 18 NYCRR Part 428:

- a. Preventive services are started for a child;
- b. Preventive services are ended for a child;
- c. Case open to CPS;

- d. Case closed to CPS;
- e. A child is removed from his or her home and enters or reenters foster care;
- f. A child is moved from one foster care setting to another;
- g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;
- h. A child becomes legally freed for adoption;
- i. A child is discharged (trial or final) from foster care, including finalization of adoption; or
- j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.

The Agency with designated case planning responsibility or the Agency of the associated case worker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with designated case planning responsibility must submit the plan amendment. The plan amendment must be approved by the case planner's supervisor prior to its submission to the case manager.

If a status change occurs subsequent to completion of the initial family assessment and service plan, it must be documented and approved by the Department within thirty (30) days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having case management responsibility for the case within seven (7) days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within sixty (60) days prior to, the due date of the next family assessment and service plan, the status change may be documented and approved as part of the next family assessment and service plan. Documentation within the family assessment and service plan must include all information regarding the status change required by the New York State Office of Children and Family Services. Such documentation must be provided in the form and manner as required by the New York State Office of Children and Family Services and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the family assessment and service plan, must include all information regarding the status change required by the New York State Office of Children and Family Services and, where appropriate, include an update of the service plan for the family.

8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the family services stage.

9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

10. CONNECTIONS/UCR

The intake, family assessment and service plan, plan amendments, service plan reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

11. Provision of Client Services

When any approved family assessment and service plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

12. Legal Activities

a. 358-a Petitions

If the child enters foster care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

b. Permanency Hearings

- i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.
- ii. For foster children placed pursuant to Article 10 or Article 10-C of the Family Court Act, sections 384 and 384-a of the Social Services and all foster children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later than thirty (30)

days after the hearing at which the child was freed and must be completed no later than thirty (30) days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six (6) months from the date that is sixty (60) days after the child was removed from his or her home and must be completed within thirty (30) days after commencement; and 3) all subsequent permanency hearings must be commenced on the date certain established by the court that may be no later than six (6) months from the completion of the previous permanency hearing and must be completed with thirty (30) days after commencement.

- iii. The Department shall be responsible for the completion and the submission of the permanency hearing report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.
- iv. For foster children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later that within twelve (12) months of the date the child is considered to have entered foster care or at an earlier date as required by State law or the court (for the purposes of this Agreement, a child is considered to have entered foster care pursuant to Article 3 or 7 on the date that is sixty (60) days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every twelve (12) months from the preceding permanency hearing or at an earlier date as required by State law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.
- v. For all categories of placements, the Agency agrees to provide the designated Department case manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the permanency hearing report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the permanency hearing report at least thirty (30) days prior to the date the Department must submit the permanency hearing report or file the petition with the court.

c) Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within ten (10) days of the receipt of the court's disposition or no later than five (5) days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional

decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within ten (10) days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of legally freeing a child for adoption.

d) Other Court Orders

The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within ten (10) days of the receipt of the court's disposition, or no later than five (5) days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e) Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the foster child's permanency plan or to enable the foster child to return home safely.

f) Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, legal petitions, hearings and orders must be recorded in CONNECTIONS.

13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter information regarding adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Families, registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT

1. Necessary Activities Prior to Placement

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending foster care placement within five (5) 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, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's foster care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

2. Necessity and Appropriateness of Placement

The Department will require that the Agency with designated case planning responsibility, or the Agency of the associated case worker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to justify the placement of the child into foster care and to justify the placement of a child into a specific type or level of placement. Such assessment must address the issue of educational stability of the foster child in accordance with 18 NYCRR 430.11(c)(1)(i) with regard to the initial and each subsequent foster care placement. If

the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

3. Continued Necessity and Appropriateness of Placement

The Department will require 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 18 NYCRR 430.10 and 430.11.

The Agency with designated case planning responsibility, or the Agency of the associated case worker, as determined by the Department, must document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to warrant the continued placement of the child in foster care. If applicable, such documentation must 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 18 NYCRR Section 430.11 if a change in placement has occurred since the prior family assessment and service plan review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

DILIGENCE OF EFFORT

1. Consistency

The Agency with designated case planning responsibility and the Agency of the associated case worker must verify and document that the service goals and tasks included in the family assessment and service plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's eventual placement in care. The Agency must complete the family assessment and service plan for the child and/or family with supporting, relevant documentation.

2. Service Plan Review

The Agency with designated case planning responsibility, or other agency specified by the Department, must convene and hold the review panel for each service plan review in compliance with 18 NYCRR 430.12(c)(2) no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was removed from his or her home, or where the child is placed in foster care

pursuant to Article 3 or 7 of the Family Court Act, no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was placed in foster care. The case planner or other convener is responsible for notifying the Department at least two (2) weeks prior to the scheduled review date and for inviting the case manager, and child protective services monitor if applicable, to attend the service plan review.

The Agency with designated case planning responsibility, or the Department at its option, is responsible for locating an independent third party reviewer to attend and participate at the service plan review. The Agency with designated case planning responsibility is responsible for inviting other case workers and service providers to the service plan review and obtaining their input into the service plan.

The Agency with designated case planning responsibility must make efforts to involve all required participants in the development and review of the service plan and at the case service plan review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a).

The Agency with designated case planning responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two (2) weeks prior to the service plan review. The Agency must hold service plan reviews by the family assessment and services plan submission date in all cases.

A permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with designated case planning responsibility representative must, no later than thirty (30) days after the date of the service plan 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 information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the service plan review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

3. Case Consultation

The Agency with designated case planning responsibility, or other specified agency at the option of the Department, must satisfy the case consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency

hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the service plan review.

The case consultation must be conducted no earlier than sixty (60) days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the permanency hearing report at least fourteen (14) days before the date certain for the permanency hearing.

The Agency with designated case planning responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the case consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

4. Casework Contacts

The Agency with designated case planning responsibility and the Agency of the associated case worker must maintain casework contacts with the child, the child's current foster care caretaker (or provider) and the child's parent or relative once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has 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 will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of case worker.

5. Visitation

The Agency with designated case planning responsibility and where there is one or more children placed in an Agency other than the Agency with case planning responsibility, the Agency of the case worker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than ten (10) days after the child's admission to the Agency.

6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(1) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

7. Unplanned Termination

Termination of Placement - The Agency must give the Department a minimum of a fifteen (15) days prior 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 specifically placed with the Agency by court order, the Department will seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department will thereafter conduct a diligent search of potential placement resources appropriate for the child within New York State, refer the child to any appropriate identified resource, and provide updates to the Agency. At the point the search has been exhausted, a conference will be held by the Department case manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

D. DISCHARGE TO ADOPTION/KINSHIP GUARDIANSHIP

1. Placement in Adoptive Home

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the authorized agency with custody and guardianship of the child. The Agency agrees to comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job

Protection Act of 1996 (P.L. 104-188) relating to the placement of children in foster care and adoption.

2. Finalization of Adoption

- a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the family assessment and service plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another authorized agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, including through a kinship guardianship arrangement, or in another planned permanent living arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.
- b. If an Agency is not an approved adoption agency, and the Department will conduct the adoption home study for the Agency foster parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal history record summaries, Statewide Central Register data base checks, the Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, home study documentation, child social summary, and agency caseworker recommendations.
- c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to foster parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within fifteen (15) days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within thirty (30) days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.
- d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once

CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, adoption activities must be recorded, submitted and approved in CONNECTIONS.

3. Kinship Guardianship Assistance

Where the foster child is placed with a relative foster parent and the foster child's permanency plan is placement with such relative with the receipt of kinship guardianship assistance payments, the Agency must comply with the case documentation requirements set forth in 18 NYCRR 428.5(c)(12).

E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE

1. Setting of Goal

The goal of 'Place in another planned living arrangement with a permanency resource' may be set in accordance with the requirements of 18 NYCRR 430.12(f).

2. Preparation for Discharge

The Agency is responsible for assessing the life skills of all foster children fourteen (14) years and older at least every six (6) months and documenting within the family assessment and service plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, life skills services to all foster children fourteen (14) years of age and older, regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that foster children fourteen (14) years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each foster child sixteen (16) years of age or older with a permanency planning goal of discharge to another planned living arrangement with a permanency resource or deemed to have a goal of discharge to another planned living arrangement with a permanency resource and who is actively participating in life skills services according to his/her service plan in conformance with 18

NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself / herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all foster children over fourteen (14) years of age, including foster children over fourteen (14) who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other adult permanency resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advise and guidance to the child and to assist the child as the child makes the transition from foster care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least ninety (90) days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the Ninety (90) Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well being upon discharge:

- a. appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;
- b. the child has a sufficient source of income;
- c. medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;
- d. medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;
- e. arrangements have been made for the child to receive essential documents such as birth certificate, social security card, medical records, and education records at the time of discharge;

- f. an adult permanency resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;
- g. any safety concerns related to the child's discharge from foster care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and
- h. the child has been advised of the services that will be available to him/her upon discharge from foster care until he/she attains the age of twenty-one (21).

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or family assessment and service plan.

3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial discharge/aftercare services, must provide trial discharge/aftercare services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to another planned living arrangement with a permanency resource and every child deemed to have been discharged to another planned living arrangement with a permanency resource for at least six (6) months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of twenty-one (21) if the reassessment and service plan review indicates either the need for continued custody or a likelihood that the child may need to return to foster care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first twelve (12) months after the date of discharge. If appropriate housing is not available within thirty (30) days of the date the child becomes homeless, the Department must place the child in a suitable foster family boarding home, agency boarding home, group home or institution. These provisions regarding trial discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of twenty-one (21).

4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches twenty-one (21) years of age after the Department's custody has been terminated where the child has been discharged to another planned living arrangement with a permanency resource,

deemed to have a goal of another planned living arrangement with a permanency resource, or had remained in foster care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from foster care.

F. DISCHARGE TO ADULT RESIDENTIAL CARE

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in foster care who attain the age of 18.

G. PREVENTIVE SERVICES

The Department will make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with designated case planning responsibility or the Agency of the associated case worker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each family assessment and service plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its case management responsibility, will assign a specific party as the case planner and the remaining providers as case workers.

H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.
2. Intake

Utilizing the referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to meet the needs of the child being referred. The Agency has X days (but no more than thirty (30) days) from the initial referral of the child to make this determination and notify the Department.

3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any foster child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for foster children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in foster care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by the New York State Office of Children and Family Services. Responsibility for authorization and reauthorization for Medical Assistance remains with the Department.

The Agency agrees to comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a foster child. The Agency must provide the comprehensive health history to the Department and/or appropriate authorized agency within seven (7) days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on foster children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

5. Notification of Death, Injury or Illness

The Agency must 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, and whenever a child in its care has died, and to provide an autopsy report, if such reports exists. The Agency must also comply with the reporting requirements set forth in 18 NYCRR 441.7(c) in regard to the New York State Office of Children and Family Services and the death or injury of foster children in its care.

The Agency must immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child placed in accordance with this Agreement dies while being cared for in an agency boarding home, supervised independent living program, group home, group residence or institution operated by the Agency.

The Agency, in accordance with 18 NYCRR 441.22(p), must notify the New York State Office of Children and Family Services and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, 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, and whenever such a child has died, and to provide an autopsy report, if such report exists.

6. Confidential HIV - Related Information

The Department and the Agency agree 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 Agency 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 Agency and the Department will 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.”

7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than twenty-four (24) hours after the absence, when a child is absent without consent and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed the child into foster care of the child’s absence without consent within forty-eight (48) hours of the reported absence.

8. Education Program

The Department will 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 must be enrolled in the public school educational program, unless another educational option is detailed in the child’s family assessment and service plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency will comply with the standards set forth in 18 NYCRR 441.13 regarding education of foster children in its care.

9. Summer Education Program

The Department will not reimburse the Agency for summer school tuition costs unless the Agency receives the Department’s prior authorization for such costs and the need for the summer program is detailed in the child’s family assessment and service plan.

10. Education Tuition Reimbursement

Children placed in child care institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

11. Removals

Removals from a foster family boarding home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the foster parent(s).

12. Child Abuse and Maltreatment

The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416, 418 and 490-492 of the Social Services Law, and the requirements for Statewide Central Register data base checks as set forth in section 424-a of the Social Services Law and for Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law.

The Agency agrees to promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to comply with the following requirements relating to the Justice Center for the Protection of People with Special Needs:

a. Reporting of Abuse and Neglect

In addition to complying with any applicable reporting requirements in the state in which the Agency or facility is located, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, the New York State Office of Children and Family Services and the Department of any allegation of abuse or neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, involving a child placed in accordance with this Agreement as required by section 490(5) of the Social Services Law.

b. Procedure for Reporting

The Agency further agrees that all reportable incidents of abuse and neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, and all reportable incidents of injury or illness or death indicated in paragraph 5 on page 29 of this Agreement shall be submitted to the New York State Justice Center for the Protection of People with Special Needs. For notifications and reporting to the Justice Center for the Protection of People with Special Needs related to deaths, injuries or accidents and all allegations of abuse and neglect, required submissions shall be to the Justice Center 24 hour toll free number:

(855) 373-2122 Suspected Abuse/Neglect Reporting Number

(855) 373-2123 TTY

(855)-373-2124 Reporting Death

c. Cooperation

The Agency further agrees to cooperate with any investigation conducted by the New York State Justice Center for the Protection of People with Special Needs. The Agency further agrees to cooperate with any investigation conducted by a state agency or other entity authorized or required to investigate complaints of abuse or neglect under the laws of the state in which the facility is located and further agrees that the findings of such investigation shall be forwarded to the New York State Justice Center for the Protection of People with Special Needs and each placing entity or funding agency in New York State within 90 days of the complaint of abuse or neglect, or if the investigation is not completed within 90 days, then notification of the status, any interim findings and expected date of completion must be provided during that time period, and the final findings shall be submitted as soon thereafter as possible.

The Agency agrees to submit periodic reports of all allegations of abuse and neglect regarding children from New York State to the Justice Center for the Protection of People with Special Needs in the form and manner requested by the Justice Center.

d. Access

The Agency agrees to provide the New York State Justice Center for the Protection of People with Special Needs with access at any and all times to any residential school, facility or provider agency, and consistent with federal law, to any books, records, logs, progress notes and data pertaining to such residential school, facility or provider agency regarding any child placed in accordance with this Agreement and any other information deemed necessary for the carrying out the Justice Center's functions, powers and duties.

e. Failure to Comply

Failure by the Agency to comply with the requirements delineated above shall be grounds for the termination of this Agreement.

13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for foster parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central

Register data base checks, Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, and required medical exams for foster/adoptive parents and their family members. The Agency agrees that children will not be placed in any foster or adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's family assessment and service plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within fifty (50) miles of the facility. If the destination is more than fifty (50) miles from the facility, the Department is responsible for transportation costs, including the first fifty (50) miles.

15. Transition plan

Where directed to do so by the Department, the Agency agrees to develop a transition plan for foster children who will remain in care on or after 18 years of age in accordance with the standards set forth in 18 NYCRR 430.12(j).

16. Consumer report

Where directed to do so by the Department, the Agency agrees to provide or arrange for the provision of the consumer report of a foster child who has attained 16 years of age and annually thereafter in accordance with the standards set forth in 18 NYCRR 430.12(k) until such child is discharged from foster care.

17. Criminal History Record Checks

The Agency agrees to complete criminal history records checks as required by section 378-a of the Social Services Law and applicable State regulations.

I. CLOSING A FAMILY SERVICES STAGE

The Department has sole responsibility for closing the family services stage.

SECTION IV – FAIR HEARINGS

Pursuant to 18 NYCRR Part 358, the Department will notify eligible applicants for, or recipients of, 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 will inform applicants for or recipients of preventive, adoption services or kinship guardianship assistance how to make and submit a fair hearing request. The Department will provide the Agency with copies of the fair hearing decision it receives from the State of New York. The Agency, upon the request of the Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

SECTION V – REIMBURSEMENT

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

The Department agrees to pay to the Agency, on a monthly basis, within thirty (30) days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in Schedule A, 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 is not to be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by the New York State Office of Children and Family Services in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from foster care.

A per diem dollar amount for each of the program types such as foster boarding home, agency boarding home, group home and institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the State established Maximum State Aid Rate (hereinafter MSAR), the MSAR will be used for purposes of State and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.

The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a foster child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

The applicable tuition rate for the appropriate educational services for children placed in child care institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child foster care services, maintenance, medical and education costs up to this amount. The anticipated total cost can be based upon experience during the past Agreement 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 may not exceed \$_____.

SECTION VI – GENERAL RESPONSIBILITIES FOR PARTIES

The Agency has the responsibility in accordance with this Agreement and with applicable New York State Office of Children and Family Services’ regulations for the day-to-day provision of foster care services for each child placed with the Agency. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of the New York State Office of Children and Family 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 principal location listed in Schedule A of this Agreement 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 applicable child service plan.

The Department agrees to notify the Agency of the identity of the person(s) assigned case management responsibility for each child receiving foster care services from the Agency.

The Department agrees to notify the Agency of the identity of the person(s) assigned as the child protective services monitor for the child protective services recipients receiving foster care services from the Agency.

The Department will determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into foster care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by the New York State Office of Children and Family Services. When such resources are determined to be available, the Department agrees to properly code each case and provide the Agency with as much information as is available.

The Department each month will provide the Agency with a roster of the children in the Department’s custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named “Other Insurance.” The Agency must pursue all third party health insurance available to children in its care. If the

Agency contracts with a health care provider, it must require that the provider makes diligent efforts to determine if the foster children have third party coverage, and must attempt to utilize such coverage when applicable.

SECTION VII - BOOKS, RECORDS AND REPORTS

All case specific information contained in the Agency's files must be held confidential by the Department 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 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).

The records of individual recipients of services maintained by the Agency must be made available to the Department and New York State Office of Children and Family Services upon request, in a form, the manner and time as required by the Department or the New York State Office of Children and Family Services.

The Department and the Agency agree to comply with statutory and regulatory standards relating to disclosure of foster care information to birth parents of foster children, foster parents, pre-adoptive and adoptive parents and to current and former foster children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.

The Department or the Agency may release foster care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by the New York State Office of Children and Family Services. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.

The Agency agrees to maintain financial books, records, and necessary supporting documents as required by the New York State Office of Children and Family Services. The Agency must use accounting procedures and practices that 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 New York State Office of Children and Family Services.

Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.

The Agency and its subcontractor(s) agree to retain all books, records and other documents relevant to this Agreement for six (6) years after the Agency receives final payment for the services to which they relate, during which time authorized county, State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must 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 New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

SECTION VIII - ACCOUNTABILITY

The Department will establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section are to be interpreted consistent with New York State law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his or her 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 program and/or facility review pertaining to the delivery of foster care services under this Agreement 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. Such reviews may include, but not be limited to, meetings with recipients of services, review of the uniform case records including, but not limited to, all information in the CONNECTIONS 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.

The Department will conduct a contract review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and significant others of foster children, scope of service plans and of achieving the goals stated therein, compliance with the State and federal laws, 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 contract reviews will include determination of the Agency's compliance with this Agreement.

If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by the New York State Office of Children and Family Services, as it deems necessary.

The Agency must 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 is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will 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 names and addresses of the members of the Board of Directors of the Agency is to be annexed to this Agreement.

SECTION IX – COMPLIANCE WITH LAW

The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, 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, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) 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 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

The Agency, its subcontractors, and the Department agree to execute and comply with Appendix A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Appendix B, Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations; and Appendix C, Certification Regarding a Drug-Free Workplace.

In addition, if the total cost of this agreement is in excess of \$100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

If the Agency expends \$500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

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 to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.

In addition to the termination provisions set forth above, the Department has 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.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.

The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within (6) 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; 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: and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out procedures of the New York State Office of Children and Family Services regarding foster care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide ninety (90) day written advance notice of the proposed closure of an foster care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to the New York State Office of Children and Family Services.

SECTION XI – INDEMNIFICATION AND INSURANCE

The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department or the State of New York. The Agency agrees to indemnify the Department and the State of New York 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 omissions of the Agency, its officers and/or its employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, the Department, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, 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.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the _____ County Department of Law and upon approval will be attached to this Agreement and become a part hereof.

The Agency further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Agency from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Agency fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the _____ County Department of Law, prior to the expiration of its insurance coverage.

IN WITNESS HEREOF:

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

_____ County Department of Social Services

by: _____ Date
Commissioner

By: _____ Date
County Executive

Approved as to Form:

_____ Date
County Attorney

(Name of Agency)

by: _____ Date
Executive Director

STATE OF NEW YORK)
COUNTY OF _____)

On this _____ day of _____, 20__,

personally came _____ before me, to be known, who being duly sworn, did depose and say that (s)he resides in _____; that (s); he is an (the) _____ of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires

Appendix A

Rev.4/15/05

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

(1). Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Appendix B

Rev. 4/15/05

Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Appendix C

Rev.4/15/05

Certification Regarding a Drug-Free Workplace

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of

paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Schedule A. PROGRAM NARRATIVE

(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

Agency's Name and Address

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.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

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.

Self-evaluation procedures – description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures – description of referral process, agency requirements for reports, pre-placement visits, etc.

Schedule C: DEPARTMENT OPTIONS

[The Department is to indicate which entity will be responsible for each task]

Contract Task / Responsibility	Department	Agency with Case Planning Responsibility	Agency of Associated Case Worker
Family Services Intake			
Completion of family services intake (FSI)			
# of days for Agency submission of FSI: (insert #)			
# of days for Dept. acceptance of FSI: (insert #)			
Completion of CPS safety and risk assessment – Initial FASP			
Completion of CPS safety and risk assessment - Comprehensive/Reassessment FASPs			
Required completion of plan amendment for a change to visiting plan (Department option)			
Convene and hold service plan review conference			
_____	_____	_____	_____
Arrange and hold case consultation			
Identification of third party reviewer for SPR			
Prepare permanency hearing report			
Number of days for Agency to accept/reject initial referral of child: (insert #)			
Set initial child program choice(s) and a permanency planning goal			
Foster Care Activities			
Continuing exploration and development of permanency alternatives for child over 14			
Arrangement for/provision of life skill services for child over 14			
Require child participation in design of activities to prepare for transition to self-sufficiency.			
Issue monthly stipend payments to child, 16 years or older, with PPG of discharge to another planned living arrangement with a permanency resource.			
Assistance to establish contact with service providers and community resources			
Provision of written 90 day notice of discharge Services and supervision during trial discharge			
Post discharge supervision			
Transition plans			
Consumer reports			
Legal Activities			

File petition for permanency hearing Complete permanency hearing report File permanency hearing report			
1089 Orders: Follow through on the necessary legal aspects of legally freeing a child for adoption.			
Adoption Activities			
Identification of appropriate adoptive home			
Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19			