

November 14, 2014

Erie County Comptroller Office

95 Franklin Street

Buffalo NY 14202

Dear Scott Krull

Office of Erie County Comptroller:

We the employees of the Buffalo Urban League Preventative Services have collectively come together to voice our concern with the compliance of the agreement by Erie County Department of Social Services and Buffalo Urban League. After several questionable actions during the recent months, we became aware that our employer may not be in compliance.

We have reviewed the agreement (Contract # PS 3591) and feel there is a reasonable cause to request and immediate audit/investigation in order to ensure the funds of Erie County are not misappropriated and/or services are properly being provided to the intended recipients in the complete intended manner as agreed in the contract. In addition, our review raised concerns that the language in the contract may not be representative of the true execution of the program as it is written for the employees and the sector of the public we service.

Through our review we have identified these areas of concern: billing, staffing and procedural. We also have questions regarding the additional units/services that increased our year end goal as a result of the decision of Erie County addressing the need to increase service in the County. Lastly, we have included the terms used in the contract that do not appear accurate to the services we provide.

The units of service are done in billable hours. We have witnessed billing for quality assurance more than once on our cases (quality assurance is not listed as billable). Specifically, August 29, 2014 the majority of the cases had five hours of billing for the month of August billed on August 29, 2014. Previously on December 31, 2013, administration attempted to bill .50 for each case until case planners objected. Administration then stated they removed the billing, but it is unclear if that billing was submitted to Erie County. Each of us agrees the billing for both instances were an attempt to increase billing with inaccurate/fraudulent billing. Many times we have attended meetings with administration encouraging "creative billing", we do not support this method of billing. The billing units required for the contract is calculated to be completed by 13 direct staff. At no time in the year did we have 13 direct staff to complete this billing. The result is an exploitation of the staff that is working to compensate for

being understaffed. Unfortunately this creates an inability for the staff to work at the expected quality of service.

The contract details each position and the expectations required to staff the preventative program. The contract requires the Buffalo Urban League to have 13 direct staff: nine case planners, a parenting team leader, a senior parent aide and two parent aids (all full time employees). The contract also stipulates each case planner is to be provided training to include Mandated Reporter Training, case documentation, CONNECTIONS, progress note documentation, FASP's, court reports, monthly reports, and daily activity reports, permanency hearing reports, Child Welfare Common Core, cultural competency, domestic violence, safety plans, community safety, and completing assessments. The parent aide has a similar list to include the parent aide will complete an evidence based parenting program that upon completion will be a certified parenting instructor. The training and certifications appear to be nonexistent. Parent aides are not certified parenting instructors. At no time during the year was there complete staff to execute the services in the contract, in fact the staff has been consistently understaffed. We feel the staff has been intentionally understaffed to save wages and wages do not reflect what is detailed in the contract. More specifically, there has at anytime only been 7-8 case planners, for a period of approximately six months there was no supervisor on staff, and currently the staff does not include a parent trainer lead with no intention to start one until January 2015.

We have read the procedural expectations in the contract and feel there are many discrepancies in the manner Buffalo Urban League executes the agreement of the contract. It is understood that no amendments to the contract will be executed without the agreement having those changes desired be agreed upon and an annex to the contract will be promulgated. The contract details the program organization and staff roles very clearly. We can attest the organization and roles are not being adhered to in the manner that is in the contract. The supervisor role has been split with the clinical supervisor, a employee who is not part of the preventative program is often utilized as a preventative worker (the program is separate and should not appear on preventative budget), The contract states that CONNECTIONS system is the sole record of documentation. We can attest that a separate system is used in conjunction with the CONNECTIONS system. This poses not only increased work, inefficient method of record keeping but also leaves our records open to breaching confidentially as to it is an unsecured system that is available to all staff (past and present) to peruse all documentation at any given time for any time period that we have given service in preventative. The organization and roles clearly has an expectation of forty hours of training each year, as previously stated the staff is not offered not do they meet the required training due to lack of diligence to provide training from administration. The contract also states that when providing services there is an assessment process. The contract specifically requires a Family assessment form and a parent concerns questionnaire. We can attest that the required forms are either not being utilized as intended and/or have been replaced by alternative assessment forms several times over. Furthermore, the contract states that Buffalo Urban League will develop a self-monitoring plan such as the NYS OMH Quality Improvement Plan and that it will be standard procedure to review the contract with staff during supervision. We can attest that this is not the standard procedure nor is there a Quality Improvement Plan or any discussion of creating one.



In an attempt to completely review the contract we include these statements that are in the contract that we feel are not representative of our service or have been included in the contract in an attempt to inflate the appearance of our services. The contract describes some of the abilities of the Buffalo Urban League has to offer and the scope of people serviced. The Contract states "Buffalo Urban Leagues unique programs such as housing, employment, food pantry etc.. is available to families that we service" (implying the families serviced have direct access to other agency programs). Those families will include and Buffalo Urban league provides "special needs families...sensitivity to culture...recognize and embrace diversity of families...developmental disabilities require special services...the Buffalo Urban League has worked with developmentally delayed families for 13 years". We can attest that these services are randomly available and dependant on the persistence of the worker not a standard of the agency as reflected in the contract.

Lastly the recent events have generated multiple grievances by current and former employees as a result of the inconsistent execution of the contract.

In closing we collectively request an immediate relief for the gross deviation of the contract that has resulted in extreme concern by the employees regarding the funds of Erie County being misappropriated, the compliance of the contract, the misrepresentation of services, the conditions of employment and most importantly, the welfare of the people we service.

We sign this letter collectively with the intent to provide our names for verification of the facts and to provide our contact numbers should you want to discuss the matter further with any or all of the below signed.

Respectfully,