# ERIE COUNTY DEPT. OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: Congregate Dining

2. BUDGET CATEGORY DESIGNATION: Title III C-1

3. CONTRACT PERIOD: From January 1, 2015 To December 31, 2015

4. TOTAL AMOUNT OF CONTRACT: **$93,719 (Aggregate)**

5. ORGANIZATION:

| | |
|---|---|
| Name: | **Advisory Board for Lovejoy Elderly and Youth, Inc.** |
| Mailing Address: | 24 Ludington Street<br>Buffalo, New York 14206 |
| Office Phone: | (716) 895-4074 |
| Federal I.D. No.: | 16-1019170 |

Executive Director/Administrator: Val Vigiano, Executive Director

Email:

6. PROGRAM CONTACT:

| | |
|---|---|
| Name, Title: | Dorothy Slomczewski, Site Manager |
| Mailing Address: | 24 Ludington Street<br>Buffalo, New York 14206 |
| Office Phone: | (716) 895-4074 |

Email:

# AGREEMENT

THIS AGREEMENT made on the 1st day of January, 2015 between the COUNTY OF ERIE (the "County"), a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, acting by and through the Erie County Department of Senior Services, (the "Department"), and

**Advisory Board for Lovejoy Elderly and Youth, Inc.**

(the "Agency"), a not-for-profit corporation, organized under the laws of New York State having an office and principal place of business at :

24 Ludington Street, Buffalo, New York 14206

WITNESSETH:

WHEREAS, the County desires to make available to the residents of Erie County, services to the elderly as authorized by the New York State Office for the Aging and by the Erie County Legislature, the Erie County Department of Senior Services is hereby authorized to establish, operate and maintain programs and services for the elderly; and

WHEREAS, the County and the Agency in the spirit of mutuality and partnership, desire to provide the residents of the County the optimum quantity of geriatric services of the highest professional quality; and

WHEREAS, the Agency enjoys the use of facilities and has the capacity for the provision of certain services to the aging; and desires to provide a program to

To help elderly persons maintain their nutritional well-being and social independence.

and,

WHEREAS, the County desires to contract for such services and the Agency has agreed to furnish such services to the residents of the County;

NOW, THEREFORE, the County and the Agency agree as follows:

**ARTICLE I.: THIS AGREEMENT**

Section 1.1 Incorporations. The agreement between the parties shall consist of this Agreement and the following Schedules which are attached hereto and made part hereof:

Schedule "A": Statement of Services.
Schedule "B": County Standard Insurance Provisions. Classification E.
Schedule "C": Program Specific Standard Assurances. Agency may also be referred to as "Applicant" in Schedule C.
Schedule "D": Standard Assurances - New York State Office for the Aging.
Schedule "E": Remuneration Schedule

Section 1.2 Agreement . The Agency agrees to provide the services set forth herein subject to all the terms and conditions set forth in this Agreement and Schedules hereof. Agency further agrees to all the representations, terms, and conditions set forth in the attached Schedules listed above as if fully set forth in this Agreement. This Agreement and the Schedules above shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties

Section 1.3 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**ARTICLE II: TERM OF THIS AGREEMENT**

Section 2.1 Term of Agreement: The term of this Agreement shall commence on January 1, 2015 and shall terminate on December 31, 2015 unless terminated earlier pursuant to the provisions of this agreement.

Section 2.2 Termination.

A.) In the event that services under this agreement are not satisfactory to the County or to the New York State Office for the Aging, the County may terminate this agreement upon ten (10) days written notice to the Agency either by personal service or by certified or registered mail.

B.) The County may terminate this Agreement in the event the terms and conditions hereof are not fully complied with by the Agency by giving ten (10) days notice to the Agency, in writing, of its intention to terminate for that reason.

C.) Otherwise, either party may at any time during the term of this Agreement or any extension thereof terminate this Agreement by giving to the other party thirty (30) days written notice of its intention to terminate.

D.) The Agency agrees that in the event of termination of the agreement prior to the expiration date set forth in this Agreement, the Agency agrees to:

1) Account for and refund to the County, within thirty (30) calendar days, any funds that have been paid to the Agency pursuant to this agreement that are in excess of un-reimbursed expenses incurred prior to the notice of termination;

2) Not incur any further obligations pursuant to the agreement beyond the termination date;

3) Submit, within thirty (30) days of termination, a report listing each and every receipt, expenditure of funds, program activity, accomplishment, and obstacle encountered relating to this agreement.

4) Return all fixed assets belonging to the County of Erie, purchased under the terms of this or preceding contracts.

Section 2.3 County's Rights. In the event the County determines that there has been a material breach by the Agency of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Agency of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency . Without limiting the foregoing, upon written notice to the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

## ARTICLE III: BASIC OBLIGATIONS OF AGENCY

Section 3.1 Contract Services. The Agency shall provide to the residents of Erie County the contract services set forth in Schedule "A" attached to this Agreement. The contract services shall be carried out by the Agency in accordance with current industry standards and trade practices.

Section 3.2 Duty to Report Progress. The Agency shall report to the County on its progress toward completing the contract services, as the Commissioner of Senior Services or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this agreement.

Section 3.3 Insurance The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Liability Insurance and Worker's Compensation are required to provide to the Department, proof of coverage equivalent to the limits required by this Section as

specified in Schedule B. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

In the event that a required insurance policy is cancelled, expires or lapses, the Agency shall submit to the County an updated Certificate of Insurance, which shall be reviewed for approval by the County of Erie Department of Law and all payments will be delayed until the requirements are met. In addition, the County reserves the right to terminate this Agreement should the Agency fail to provide the required insurance within 30 days of the policy's cancellation, expiration or lapse.

Section 3.4 Contract Expenses. The Agency shall be responsible for all costs involved in the delivery of contract services and shall incur only those expenses set forth in this Agreement on any Schedule attached hereto. Subcontracts for services as required under this agreement shall also be in accordance with this Agreement and any Schedule attached hereto.

Section 3.5 Professional Standards and Levels of Service. All contract services will be delivered in accordance with generally accepted standards of professional quality and quantity. The units of service as specified shall be periodically reviewed by the parties, and where appropriate, the units of service specification may be adjusted by the mutual agreement of the parties in writing. No reduction in the level of services shall be permitted if such reduction alters the basic nature or adversely affects the quality of the contract services. If the Agency is delivering service at a rate which, in the judgment of the Department will result in a level of service below that agreed upon, the Department may, after notifying the Agency, formally request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

Section 3.6 Required Performance Agency agrees that, whether during the contract term or thereafter, it will do all necessary acts and sign any and all documents, contract amendments and/or supplemental agreements which may be required or necessary to maintain grant status and/or to satisfy requirements by federal, state, county and grant providers or which may be required to maintain or to obtain additional grant funds applicable to the term set forth in this Agreement.

Section 3.7 Indemnification. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", Agency agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County: (a) the Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and (b) Agency shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 3.8 Non-assignability and Subcontract Agreements. The Agency shall not assign,

transfer, convey, subcontract or otherwise dispose of this Agreement or of its right, title, or interest herein or its power to execute this Agreement to any person or corporation without the previous consent, in writing, of the County. All agreements between the Agency and a subcontractor(s) shall be by written contract only. Any subcontract submitted for approval by the County must provide in writing that the Agency will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between the Agency and the County and any other requirement applicable to the Agency in the provision of contract services. Where required by New York State law, all subcontractors shall be licensed and certified to perform contract services by the Offices of New York State. All subcontracts entered into by the Agency shall be written in accordance with all local, New York State and Federal laws, rules and regulations and shall be available for review by the County and the Offices of New York State. No subcontract shall provide for the County to incur financial obligation. All subcontracts entered into by the Agency with a subcontractor shall be governed by applicable provisions of New York State law relating to conflict of interests. The Agency shall not be relieved of any responsibility under this Agreement by any subcontract. The Provider shall require by written agreement all subcontractors and their employees to observe all applicable local, New York State and Federal laws, rules and regulations relating to the confidentiality of client records and information.

Section 3.9 Agency Status Written notice to the County pursuant to the notice provisions above AND to the Erie County Department of Law, 95 Franklin Street, Rath Building-16th Floor, Buffalo, New York, 14202 shall be given by Agency should: (A) Agency's status be altered in any way; and/or (B) Agency be subject to investigation concerning acts or omissions which would affect Agency's status and/or licensure. Immediate notice under this section means postmarked First Class Mailing no later than 72 hours after any alteration of license status or knowledge of any investigation.

Section 3.10 Compliance with the Law. The Agency shall furnish the contract services in compliance with all applicable Federal, State, County, Local and Department laws, rules, regulations, and policies and procedure manuals. The Agency shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

## ARTICLE IV: PAYMENTS FOR SERVICES

Section 4.1 Amount payable by the County. For the services to be performed pursuant to this Agreement, the Agency shall be paid an amount not to exceed $93,719 (Aggregate) or the amount authorized for this Agreement by the Erie County Legislature, whichever is less, an aggregate amount to be shared among agencies performing similar services as the services provided hereunder as is further specified in Schedule E attached hereto.

Section 4.2 Availability of Funds. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement

beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties further recognize and acknowledge that the obligations of the County under this Agreement may be subject to the County's receipt of funds from agencies of New York State, the United States of America, or other non-county sources. If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State or the United States of America, or non-county source, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Section 4.3 Refund by the Agency. If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10 ) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 4.4 Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an

invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the Department may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

Section 4.5 Payment Conditional. All payments by the County under this agreement shall be subject to revision on the basis of an audit conducted by the Comptroller of Erie County, any appropriate state agency, or the Department. Furthermore, if the New York State Office for the Aging shall fail to approve full state and federal aid reimbursement for payments by the County to the Agency under this agreement by reason of any act or omission of the Agency, the County's obligation shall be reduced by the amount so not approved, and any County matching funds. The County may withhold from any payment due to the Agency on any agreement, or recover from the Agency, an amount equal to the sum so not approved and any County matching funds. The County may withhold payment to the Agency of the sum not in excess of ten (10) percent of the obligation of the County stated in this Agreement until after an audit satisfactory to the Department has been completed, provided an audit has been commenced within one (1) year from the date from which payment is withheld. The Department shall settle accounts with the Agency on the basis of that audit within a reasonable time, not to exceed three (3) months, after the audit is transmitted to the Agency.

## ARTICLE V: RESPONSIBILITIES OF THE DEPARTMENT

Section 5.1 General Supervision and Evaluation. The Department shall provide, in a manner consistent with Federal, State and local laws and regulations, general supervision and evaluation over the contract services and facilities rendered, administered or coordinated by the Agency.

Section 5.2 Revision of Contract. The Department shall, during the term of this Agreement, review any proposals submitted by the Agency to change the contract services. The Department may authorize appropriate amendments to this contract upon the mutual agreement of both parties that such change or changes are desirable. All budget transfers for any approved changes in services pursuant to this Section must be in compliance with the requirements of this Agreement. In no event shall such change result in an increase in the obligation of the County without the authorization in writing of the County Executive of Erie County and, when necessary, the authorization of the Erie County Legislature.

## ARTICLE VI: RECORDS, REPORTS, AUDITS.

Section 6.1 Records.

A.) The Agency shall keep records with respect to delivery of contract services performed under this agreement. Such records shall be kept separate or identifiable from those relating to other activities of the Agency. The Agency shall maintain adequate individual client service records which shall, subject to the provisions of this Agreement, be made available to the Department. Individual records or evaluations shall be transferred to the Department or other providers of services only upon the written authorization from the client.

B.) Any information transferred to a provider of services to the aging is to be confidential and used solely for the benefit of the client. At the expiration or termination of this agreement, or any extension thereof, all plans and programs for providing services, all educational plans, programs and materials, all program records, and all program evaluation shall become the property of the Department on behalf of the County. Individual records and evaluations shall be transferred to the Department if the Agency is not adequately maintaining such records or if the Agency is dissolved. The Agency's obligation under this Section shall continue beyond the termination of this agreement and shall be in compliance with confidentiality requirements of applicable laws.

Section 6.2 Record Retention. The Agency shall retain all books and records (including supporting documents) relating to its performance under this agreement for seven (7) years from the expiration or termination date of this agreement unless permission is given to the Agency in writing by the Department to destroy them prior to the expiration of the seven (7) year period.

Section 6.3 Audit, Inspection and Visitation.

A.) Subject to the confidentiality and privilege provisions of this Agreement, the Agency shall during regular business hours make available for reasonable audit, inspection and visitation by the Department, the Erie County Comptroller, the New York State Office for the Aging, and the New York State Department of Audit and Control, U.S. Administration on Aging or any persons retained by these agencies, its contract services, facilities, and all financial, statistical and client reports, records, memoranda and other data relating thereto. Further, the agency shall provide a copy of any audit, and/or management letter received from any independent auditor who has occasion to audit said agency's books and records and provide such audit and/or management letter to such agency, to the Erie County Comptroller's Office, 11th Floor - Rath Building, Buffalo, New York, 14202, and the Erie County Department of Senior Services, Attention: Fiscal Management Unit, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202.

B.) In the event, this Agreement is funded in part by funds from the Federal government, the agency must meet the audit requirements of Office of Management and Budget Circular A-133 and Chapter 75 of Title 31, United States Code (commonly referred to as the Single Audit Act) as currently named, numbered and/or amended, as well as any additional audit requirements contained in this Agreement and Schedules of this Agreement.

Section 6.4 Confidentiality and Privilege. All examinations, inspections, audits and visitations hereunder shall, in the absence of an effective waiver by the client, be conducted in accordance with client confidentiality requirements of applicable laws, on the Agency's premises, and at the discretion of the Agency, in the presence of an Agency representative.

## ARTICLE VII: MISCELLANEOUS

Section 7.1 Relationship of Parties The Agency and the County agree that the Agency and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees, agents or servants of the County or any department, agency or

unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will act as, hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 7.2 New York Law and Interpretation

A.) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

B.) If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 7.3 No Third-Party Reliance Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

Section 7.4 No Waiver of Right to Enforce Failure of County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with or without knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Section 7.5 Conflicts of Interest The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety.

Section 7.6 Authorized to Sign The person or persons signing this Contract on behalf of the Agency hereby represent that they are duly authorized to enter this Contract and to bind Agency to all terms and conditions set forth in this Contract and all attachments hereto.

Section 7.7 Mention of County/State Support. In any printed matter announcing or describing a service provided or supported by the Agency, or in any product such as a publication, book, catalog, films, videotape, exhibition, website, or similar product assisted under the terms of this agreement, the Agency shall prominently mention the Erie County Department of Senior Services, and the New York State Office for the Aging.

Section 7.8 Copyrightable Material. Where Agency projects supported in whole or in part by County and/or State assistance, produce original books, manuals, films, or other copyrightable material, the material cannot be copyrighted or sold without the written permission of the New York State Office for the Aging and the County of Erie. The Erie County Department of Senior Services reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to publish and use such materials. Any income received by the Agency as royalties or otherwise earned by such copyrightable material shall be considered as Agency income. Such income shall reduce the County's obligation under this Agreement in accordance with the provisions of Article IV. Creation of all such material must be consistent with this contract and forwarded to the Erie County Department of Senior Services.

Section 7.9 Labor Agreements.

A.) The Agency shall provide to the Department the details of any existing labor agreement or Agency commitment for the provision of increases in personnel salaries or benefits. The County shall not reimburse the Agency for any expenditures pursuant to such labor agreement or Agency plan which exceed the line item budget provisions of the contract.

B.) The Agency shall notify the Department in advance of any pending negotiations with any organizations representing employees covered by this agreement with respect to terms and conditions of employment or of any Agency plan regarding such matters. Prior to any final settlement with any such organization or the implementation of any Agency plan, the Agency shall notify the Department of the terms and conditions thereof. The Agency, in addition, shall provide the Department with copies of all collective bargaining agreements or Agency plan covering employees providing contract services.

Section 7.10 Limitation on Actions. No action shall lie or be maintained against the County upon any claim under this agreement or arising out of anything done in connection with this agreement, unless such actions shall be commenced within ninety (90) days from the termination date of this agreement.

Section 7.11 Headings. The headings in this agreement are inserted for convenience and reference only and shall not be used in any way to interpret this agreement.

Section 7.12 Mutual Cooperation. The Agency and the County recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and in promoting the interests of the elderly.

Section 7.13 Other Services. The Agency shall report to the Department the receipt by the Agency of any grant or contract between the Agency and any other party which directly or indirectly affects the performance of the services in this contract. At no time shall the quantity or quality of services provided by the Agency under this agreement be adversely affected.

Section 7.14 Welfare to Work Initiative.
Erie County strongly encourages all not-for-profit agencies that contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact: Erie County Department of Social Services, Employment and Training Programs, for additional information regarding this program.

Section 7.15 Notice Address. All notices to the County shall be addressed to the Commissioner, Erie County Department of Senior Services, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202, and all notices to the Agency should be addressed to:

Mr. Val Vigiano
A.B.L.E.Y., Inc.
24 Ludington Street
Buffalo, New York 14206

Section 7.16 Non-discrimination The Agency: 1) shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to recruitment, hiring upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; (2) shall not discriminate in the selection of subcontractors on the basis of the owner's partners or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status; and (3) shall state in all solicitations of advertisement for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status or is an equal employment opportunity employer.

Section 7.17 Emergency Preparedness Plan In order to secure the well-being of clients receiving County-funded services provided by the Agency, as well as the staff and property of the Agency itself, the Agency shall prepare and have available for review by County personnel a comprehensive Emergency Preparedness Plan that details what actions are to be taken in the event of a natural or man-made disaster or emergency of whatever kind. To the extent possible, this Plan shall be coordinated with the overall master plan for emergencies in effect in the city, town or other municipality in which the Agency is located, as well as with Erie County's plan(s) for such emergencies.

Section 7.18 New York Executive Order 38. Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Agency be considered a covered provider thereunder, Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms

shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis.

**IN WITNESS WHEREOF**, The County of Erie and the Agency have caused this Agreement to be executed.

**THE COUNTY OF ERIE**

By: _____
Name: Mark Poloncarz / Richard Tobe
Title: County Executive/Deputy County Executive

Date: _____

**A.B.L.E.Y., Inc.**

By: _____
Name: Val Vigiano
Title: Executive Director

Date: _____

Program Title: Congregate Dining

Approved as to content:

By: (Electronically signed)
Randall Hoak
Commissioner Dept. of Senior Services

Date: _____

Approved as to form:

By: (Electronically signed)
Martin Polowy
Assistant County Attorney

Date: _____

Document # 1__ - _____ - SS

# SCHEDULE A
# STATEMENT OF SERVICES
## Congregate Dining (Clean-up)

**To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule as if the Agency were the Applicant/ Applicant Agency.**

## Part I - Services, Terms and Conditions

### 1. Services Provided:

In its role as the Area Agency on Aging, the Erie County Department of Senior Services is responsible for the development of a coordinated system for the delivery of services to older persons residing in the planning and service area of Erie County in the State of New York. As part of this responsibility, the Department has been charged with the implementation of the Older Americans Act of 1965, as amended, which provides for the provision of nutritional services and certain specified social services to persons aged sixty and their spouses. The Department developed a design for service provision under the Older Americans Act of 1965, as amended, which draws on the resources of existing community-based service delivery organizations. This protocol details the service provision design including specific responsibilities of the sponsoring agency.

### A. Objectives

The general goal for the Nutrition Program for the Elderly is to enhance the lives of older persons by providing a social milieu conducive to the self-maintenance of physical and mental health by the individual program participants to the extent of his/her ability.

Specific objectives of the Nutrition Program include the following:

i. The provision of meals containing at least 1/3 of the recommended Daily Allowance for adults sixty years of age and over, as specified by the Food and Nutrition Board, National Academy of Science, National Research Council..

ii. The provision of specific social services which are: Transportation and Escort, Nutrition Education, Health and Welfare Counseling, Shopping Assistance, Outreach, Recreation, and Information and Referral.

### B. Target Population

The target population of the Nutrition Project is those Erie County residents who are age sixty and over and their spouses. However, priority for service shall be given to those older persons with greatest economic or social need that is, those who, because of low income, physical or mental impairment, minority status, cultural or social isolation, are at greater need.

### C. Program Design

The Nutrition Project of the Erie County Department of Senior Services will be administered by staff based in its headquarters designated by the County. The program will be operated by community organizations at their facilities, under contract with the County of Erie. Under this model of service provision, the sponsoring Agency is responsible for performance of the following:

i) The Agency will provide and operate a suitable site(s) and related facilities for group dining as provided under this Agreement. The costs incurred for operating said site(s) and related facilities to be the sole responsibility of the Agency, other than those services provided by the Department under this Agreement.

ii) The Agency, through the Department, shall order the number of meals required on any day at least twenty-four (24) hours prior to the time such meals are required to be served and forty-eight (48) hours

for a holiday meal, alternate salads and special days with a pie.

iii) Upon delivery of meals to the site, the Agency shall have an authorized representative sign a receipt in triplicate evidencing the receipt of said meals. One copy will be given to the driver, one copy retained by the Agency, and one copy delivered to the Department.

iv) The Agency agrees to provide clean-up services after each serving of the meals and to keep the preparation and dining areas in a clean and sanitary condition at all times.

v) The Agency will provide the social services mandated under the Older Americans Act of 1965, as amended, as they relate to the Nutrition Program.

vi) The Agency will provide adequate staff to supervise the preparation and distribution of meals.

vii) The Agency will provide a suitable means for transporting meals and other food to participants unable to be present at the group dining sites(s), if so authorized by the Department.

viii) The Agency will serve modified diets to participants requiring them, who qualify according to procedures established by the Department. The Agency will assist the Department in identifying and qualifying participants who require a modified diet.

ix) The Agency will be responsible for completing a Participant Registration form for each individual who demonstrates an intent to participate in the Nutrition Program by declaration or by attending a group meal three (3) times within a reasonable period. Attendance of prospective participants, referred to as non-registered participants, will be recorded in an attendance record as prescribed by the Department.

x) The Agency shall comply with all pertinent eligibility requirements and shall not serve food to persons not eligible as beneficiaries of the Nutrition Program under Title III-C of the Older Americans Act.

xi) The Agency will keep and maintain the site serving areas in a clean and sanitary condition at all times by means of scheduled cleanings, and will keep kitchen appliances and other equipment furnished by the Department, the Agency, and/or the provider of the sites(s) in good repair for satisfactory and safe operation. The Agency will take measures at the site(s) to permanently eradicate flies and other pests from the kitchen and dining areas.

xii) The Agency will daily dispose of any food and/or waste left over after the serving of any meal and will provide adequately covered receptacles for garbage and waste paper, with subsequent removal from the premises, or otherwise disposed, according to good sanitation practices.

xiii) The Agency will serve all foods at the temperatures specified according to Public Health Regulations and as directed by the Department.

xiv) The Agency will receive, store, prepare, and serve meals delivered to the sites(s) in a manner consistent with acceptable food service practices and as prescribed by the Department.

xv) The Agency will prohibit smoking in the kitchen area of the site(s) during meal preparation and serving periods.

xvi) The Agency will provide adequate cleaning supplies, kitchen towels, and paper towels.

xvii) The Agency will adequately care for and secure all equipment of the County left on the sites(s) premises for use by the Agency and will be fully responsible for such equipment.

xviii)The Agency will be responsible for ensuring that the mandated social and health services referred to in this protocol are provided to program participants. The Department will assist in the organization of the design of the social services provision.

xix) The Agency will post a sign at the site advertising the Nutrition Program. This sign will be

provided by the Department.

xx) The Agency will submit a weekly report, according to the form and procedure prescribed by the Department. The period for each weekly report will cover the period from 12:01 a.m. Saturday to 12:00 midnight Friday of each week. The weekly report is to be submitted to the Department no later than the Thursday following the week in which the meals were served. No reimbursement, as provided in Section 3.1, will be authorized without the timely receipt and approval of said weekly reports.

**D. Evaluation Design**

The Department is responsible for evaluation of the Nutrition Program for the Elderly and all services provided in connection with it. The Agency shall cooperate with the Department in the conduct of such evaluations that are deemed appropriate from time to time.

**2. Contract Personnel:**

The Agency shall employ a Site Manager for a minimum of ten (10) hours per week, to be responsible for the Nutrition Program. The Site Manager will be responsible for implementing a program of educational and recreational activities at the dining site to encourage senior participation in the Nutrition Program. In the event that the position of Site Manager shall become vacant, the Agency shall as soon as possible appoint a person to fill the vacancy. In addition, the Agency agrees that the Nutrition Program will be additionally staffed by paid and/or volunteer personnel, as necessary.

Pursuant to New York State regulations, all Agency service personnel, both paid and volunteer, who handle contributions, must be bonded, with the exception of government employees and attorneys providing legal services. Agencies can obtain a "blanket bond" for all employees.

**3. Facility Compliance:**

The Agency undertakes and agrees that any program facility provided hereunder for a dining site shall be in full compliance with all applicable laws, regulations, and ordinances respecting health, sanitation, and fire protection and will supply the Department with proof of such compliance upon request by the Department. If said facilities should be cited for violations under these applicable laws, regulations, and/or ordinances, the Agency will be responsible for the correction of such violations as soon as possible after notification and within the period specified in the citation(s). The Agency represents that all required fire and sanitation inspections have been made and that it has adequately planned for the safety needs of the elderly who are to be beneficiaries of the Nutrition Program. The Agency agrees from time to time to satisfy the Department that adequate provision for such safety needs are in effect. The Agency agrees to procure and keep in effect all necessary licenses, permits and food handler cards required by law and the Agency agrees to post such licenses, permits, and cards in a prominent place within the site location(s), as required.

**4. Contract Property:**

All equipment supplied by the Department under this Agreement shall be deemed to be the property of the County and shall be used as far as practical by the Agency for the purpose of carrying out the extent of the Agreement, and shall not be available for general use by the Agency outside of this Agreement. All such equipment shall be identified in a suitable manner. Upon the termination of this Agreement, if not renewed, the Agency shall submit a final inventory of all such equipment on hand within thirty (30) days after completion of the services to be performed under this Agreement. Disposition of the inventoried property shall be made in accordance with applicable provisions of the law under the direction of the Department. The Agency shall reimburse the County for any loss or damage of said equipment due to fire, theft, or any cause other than from normal use.

**5. Contribution from Participants:**

Since the Nutrition Program is contributory in nature, the Agency will provide the opportunity for participants receiving meals under this Agreement to contribute. Such contributions are to be voluntary, not fees levied by the Agency; and are not to exceed a maximum amount per meal established by the Nutrition

Project, (**currently set at $3.00**) except at the sole and independent discretion of the participant. The actual amount of the contribution is to be determined by the participant and the contributions are to be collected in such a manner as to insure the confidentiality of the participant concerning if a contribution is made or not, and in what amount.

The procedure for protecting the confidentiality of the participants and the proper handling of the contributions collected will be prescribed by the Department. All contributions from participants shall be returned to the County and shall not be considered as Agency income. The Agency shall return contributions from participants to the County in a manner and according to a schedule prescribed by the Department. In the event participant contributions collected by the Agency are lost, misplaced, or stolen, before they are delivered to the designated Depository or to an official agent of the Erie County Nutrition Project, the Agency will replace the funds and deliver them to the County. The County will utilize all contributions from participants to directly benefit the Nutrition Program.

**6. Fees for Meals Received by Staff, Guests, and/or Volunteers under age 60:**

Staff, guests, and volunteers under age 60 (except for spouses of older participants) may consume a meal only when it will not deprive an eligible older person of an opportunity to receive a meal. Such staff, guests, and/or volunteers under age 60 are required to pay a fee for any meal received, as established by the Older Americans Act, its Regulations, the Administration on Aging, the New York State Office for the Aging, Department, its Advisory Board, and/or the Nutrition Project Council, whichever jurisdiction applies. Agency is responsible for collecting and returning said fees to the County in a manner and according to a schedule prescribed by the Department. In the event such fees collected by the Agency are lost, misplaced, or stolen, before they are delivered to the designated Depository or to an official agent of the Erie County Nutrition Project, the Agency will replace the funds and deliver them to the County.

The County will utilize all fees from staff, guests, and/or volunteers under age 60 to directly benefit the Nutrition Program. Any meal reported as received by staff, guests, and/or volunteers under age 60 for which fees are not collected and returned to the County by Agency will be deducted from any amounts payable by the County under this Agreement.

**7. Agency Reimbursements:**

The obligation of the County shall be limited to reimbursement to the Agency for expenditures by the Agency in accordance with the Agreement. The County shall not be responsible for payments to the Agency for any Agency expenditures in violation of this provision.

## Part II - Representations and Application

**8. Agency Information:**

A. Place of Performance: The Applicant Agency may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments, if needed):

(Street address, City, County, State, ZIP Code)

Certified Occupancy or Capacity

If there are workplaces on file that are not identified here please provide complete address(es) below.

(Street address, City, County, State, ZIP Code)

24 LUDINGTON ST BFLO NY 14206

B. Organizational Chart: Prepare below or attach an organization chart showing all functional units of Applicant Agency and identifying which units will conduct Grant activities.

EXECUTIVE DIRECTOR - SENIOR PROGRAM COORDINATOR - SENIOR OUTREACH WORKER - NUTRITION AIDE

C. What is the basis of the Applicant's authority to conduct the programs and services described in this application (license, board approval, etc.)?

ERIE CO. HEALTH DEPT PERMIT

D. Briefly describe Applicant's overall programs and services identifying those which are available to the elderly. INFO + REFERRAL, RECREATION, COMPUTER LAB, APPLICATION ASSISTANCE, SOCIALIZATION INFORMATIONAL WORKSHOPS + PRESENTATIONS

## 9. Description of Service Activities

Describe the activities for which grant funds are requested. Identify each service activity and the plan of action for the delivery of each service. Include any criteria that will be used to determine who will receive the service and screening procedures employed to determine need. Identify who will be responsible for implementing this plan including staff, volunteers and support staff, etc. Explain any special characteristics of each service including priorities, service limitations, restrictions, etc. (Ex. transportation within city limits only, chore service no more than 4 hours a month). Identify methods that will be used to evaluate the effectiveness and quality of the service. (Ex. client satisfaction surveys).

A. Type of Service (Specify) NUTRITION/CONGREGATE DINING

B. Plan of Action (Use additional sheets if necessary). IDPROVE OR MAINTAIN SENIORS NUTRITION BY PROVIDING A WELL BALANCED MEAL AND INFORMATION REGARDING NUTRITION

C. One unit of service equals one meal served. Total number of service units to be provided (number of meals served per day multiplied by the number of days meals are served per year): 6250

D. Number of unduplicated elderly to be served: 75

## 10. Outreach

A. Describe activities to be undertaken during the project period to inform the elderly, their caregivers and informal supports, and the general community of the services available under this program (include public information and resource enhancement activities). ABLEY PUBLISHES AND DISTRIBUTES A WEEKLY NEWSLETTER LISTING ACTIVITIES AND MENU.

B. Indicate what activities that the applicant proposes to use during the project period to identify hard-to-reach elderly individuals and link them with needed services. SENIOR OUTREACH WORKER AND WKLY. NEWSLETTER

## 11. Low-Income Minority Participation

A. **Minority elderly.** Relative to the total population of older persons who reside in the geographic area to be served under this contract, what is the estimated percentage of minority elderly who live in your service delivery area? 5%

B. **Targeted population**. Specify how the Agency intends to satisfy the service needs of low-income minority individuals in at least the same proportion they are represented in your service delivery area.

NEWSLETTER

## 12. Contributions

Specify the methodology used to afford a person the opportunity to contribute toward the cost of the service they receive. Include how they will be informed of the contribution policy, suggested contribution levels (if any exist), methods used to insure confidentiality, and procedures employed to account for and safeguard all donations received.

CONTRIBUTION POLICY IS POSTED IN LUNCH ROOM.

## 13. Amendments to this Application

The Applicant assures that it will submit to the Department necessary documentation of changes, additions, or deletions to the information provided in this Schedule.

# SCHEDULE B
# COUNTY OF ERIE STANDARD INSURANCE REQUIREMENTS

1. The Agency shall obtain, at its own cost and expense the following insurance coverage with insurance companies licensed in the State of New York and shall provide a Certificate of Insurance as evidence of such coverages on the attached County of Erie Standard Insurance Certificate or its equivalent. It is also agreed that such insurance will be kept in full force during the life of the contract, and in default thereof, this contract shall be void and of no effect.

A. Comprehensive/Commercial General Liability -with a minimum combined single limit of bodily injury and property damage of $500,000 per occurrence and annual aggregate. The coverage shall include Premises and Operations; Products/Completed Operations; Independent Contractors; Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie); -Personal Injury Liability (Coverages A, B & C)

B. Automobile Liability -with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability Coverage on the Business Auto Policy).

C. Excess "Umbrella" Liability -with a minimum limit of $1,000,000.

D. If professional services are provided - Professional Liability -with a minimum limit of $1,000,000.

E. Worker's Compensation and Employers' Liability -provides statutory coverage in compliance with the Worker's Compensation Law of the State of New York. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

2. Comprehensive/Commercial General Liability, Automobile Liability, and Excess "Umbrella" Liability shall name the County of Erie as additional insured. The Certificate Holder should be addressed as follows: County of Erie, **c/o** Department of Law, 95 Franklin St., Room 1634, Buffalo, New York 14202.

3. All policies in which the County of Erie is named as an additional insured shall provide that

A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or assessments under any form of policy.

B. The insurance shall apply separately to each insured (except with respect to the limit of liability).

4. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Professional Liability Insurance, Worker's Compensation and Disability Benefits are required to provide to the Department, proof of coverage equivalent to the limits required.

5. Prior to cancellation or non-renewal of the above policies, the insurer will endeavor to provide 30 (thirty) days advance written notice to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, New York 14202 and the Agency requesting the certificate.

6. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2015

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

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

PRODUCER
THE KELLER GROUP, INC
2706 Pine Ave
PO Box 2106 IMS
Niagara Falls NY 14301

CONTACT NAME: Joseph Golda
PHONE (A/C, No, Ext): (716) 284-0408 FAX (A/C, No): (716) 284-3179
E-MAIL ADDRESS: joe.golda@kellerinsure.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Philadelphia Insurance Company
INSURER B: Twin city Fire Insurance 29459
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Advisory Board Of Lovejoy Elderly & Youth,
24 Tallington Street
Buffalo NY 14206-1317

COVERAGES CERTIFICATE NUMBER: CL1512106653 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | PHPK1258642 | 1/3/2015 | 1/3/2016 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | X | | PHPK1258642 | 1/3/2015 | 1/3/2016 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 01WECNG7547 | 1/3/2015 | 1/3/2016 | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 100,000<br>$ 100,000<br>$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY

ORIGINAL COPY

CERTIFICATE HOLDER

COUNTY OF ERIE
C/O DEPARTMENT OF LAW
95 FRANKLIN STREET ROOM 1643
BUFFALO, NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tony Brindisi/ASULLI


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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

**1a. Legal Name & Address of Insured (Use street address only)**
Advisory Board of Lovejoy Elderly + Youth Inc.
24 Ludington St.
Buffalo, N.Y. 14206

**1b. Business Telephone Number of Insured**
716-895-4074

**1c. NYS Unemployment Insurance Employer Registration Number of Insured**

**Work Location of Insured** *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

**1d. Federal Employer Identification Number of Insured or Social Security Number**
02928001034

**2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)**
County of Erie
c/o Dept. of Law
95 Franklin
Room 1634
Buffalo, N.Y. 14202

**3a. Name of Insurance Carrier**
The Hartford

**3b. Policy Number of entity listed in box "1a"**
07 0 WEC NG 75 47

**3c. Policy effective period**
1/13/15 to 1/13/16

**3d. The Proprietor, Partners or Executive Officers are**
☐ included. (Only check box if all partners/officers included)
☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Anthony Bolindisi
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature]
(Signature) (Date) 1/16/15

Title: Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-675-9405

ORIGINAL DOCUMENT ON FILE
FEB 12 20[illegible]
IN LAW DEPARTMENT

*Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.*

C-105.2 (9-07)

# SCHEDULE C
# STANDARD ASSURANCES
# for
# TITLE III OF THE OLDER AMERICANS ACT OF 1965 AS AMENDED

**To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule as if the Agency were the Applicant/ Applicant Agency:**

## 1. Purpose of Program

The Applicant understands and agrees that it is the purpose of the Title III Program to foster the development of a comprehensive and coordinated service system for older persons within the planning and service area for the provision of supportive services, nutrition services and the establishment of multipurpose senior centers.

The primary objectives of this system are:

(a) To secure and maintain maximum independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and

(b) To remove individual and social barriers to economic and personal independence for older persons, including the provisions of opportunities for employment and volunteer activities in the communities where older persons live.

## 2. Goals and Utilization of Resources

The Applicant further understands and agrees that in order to achieve the purpose of the Title III Program the resources made available by the State Agency and the Area Agency are designed to:

(a) Provide for the development and implementation by the Area Agency, in conjunction with other planners and service providers, and older consumers of services, of an Area Plan which sets forth specific program objectives and priorities for meeting the needs of the elderly with special attention being given to the needs of older persons with the greatest economic or social need. Applicant may use methods such as location of services and specialization in the types of services most needed by these groups to meet this requirement. However, applicant may not use a "means test" or other test whereby the income or resources of an older person are used to deny or limit that person's receipt of services.

"Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census. "Greatest social need" means the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by racial or ethnic status, which restrict an individual's ability to perform normal daily tasks or which threaten his or her capacity to live independently.

(b) Increase the capability of the Area Agency to develop and implement action programs designed to achieve the coordination of existing social service systems in order to make such systems more effective, efficient, and responsive in meeting the needs of the elderly;

(c) Draw in increasing commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements to facilitate access to and utilization of all existing services and to develop social and nutrition services effectively and efficiently to meet the needs of older persons.

(d) Make existing social services more accessible to older persons in need through the development and support of services such as transportation, outreach, information and referral, and escort which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other social services; and

(e) Promote comprehensive services for the elderly through the development and support of social services which are needed by older persons but which are not otherwise available such as congregate meals, continuing education, health and health screening programs, legal services, advocacy, informational and referral services, daycare, protective services, residential repair and renovation, physical fitness and recreation services, home health care and homemaker services.

**3. Targeting**

Contract services shall be available to the population 60 years of age *(Title III-E and Grandparenting assistance – age 55)* and over residing in the designated service area, unless otherwise provided in this agreement. However, priority for service shall be given to those older persons with greatest economic or social need; that is, those who, because of low income, physical or mental impairment, minority status, cultural or social isolation, are at greater need. The Agency agrees to cooperate with the Department of Senior Services and its specialized programs for the frail elderly, and in accord with this Agreement, to target its services to those persons identified as being at particularly high risk to institutionalization.

**4. Authority and Capacity of Applicant Agency**

The Applicant assures that it has the authority and capacity to develop this proposal and to carry out a program pursuant to it within the planning and service area.

**5. Staffing of the Applicant Agency**

Adequate numbers of qualified staff, including members of minority groups, will be assigned to assure the effective conduct of responsibilities under this proposal. Subject to the requirements of merit employment systems of local government, preference will be given to persons aged sixty (60) or over for any staff positions (full-time or part-time) for which such persons qualify. The proposed staffing plan for the Applicant which sets forth the number, type of personnel employed and the timetable for the hiring of staff for the project year is included in this application. The Applicant understands and agrees that, once the staffing plan has been approved by the Area Agency, such plan must be adhered to in all personnel actions taken by the Applicant, and that, if the Applicant determines it must deviate from such plan, it must obtain the prior approval of the Area Agency.

**6. Standards of Personnel Administration**

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed pursuant to 5 USC 3371 et. seq. and 42 USC 4701

et. seq. (previously referenced in part as the Inter-governmental Personnel Act of 1970). Such methods shall be maintained in the files of the Applicant and shall be made available to the Area Agency and the State Agency upon request.

**7. Contributions for Social Services**

The Applicant assures that it shall afford older persons with a free and voluntary opportunity to contribute to all or part of the costs of the social services provided under this proposal. The applicant must protect the privacy of each older person with respect to his or her contribution and must establish appropriate procedures to safeguard and account for all contributions. Contributions made by older persons are considered program income and must be used by the Applicant to expand services. The Applicant shall consult with the Area Agency regarding proposed contributions. Each older recipient shall determine for himself, what he is able to contribute toward the cost of the social service. No older person shall be denied a social service because of his failure to contribute to all or part of the cost of such service.

**8. Licensure Requirements**

The Applicant assures that where State or local public jurisdictions require licensure for the provision of social services, it shall be licensed, or shall meet the requirements for licensure. All services provided must meet any existing state and local safety requirements for the provision of those services.

**9. Evaluation**

The Applicant assures that it will cooperate and assist in any efforts undertaken by the Area Agency, the State Agency, or the Administration on Aging to evaluate the effectiveness, feasibility, and costs of activities under the area proposal.

**10. Public Information**

The Applicant will provide for a continuing program of public information specifically designed to assure that information about the program and activities carried out under this proposal are effectively and appropriately promulgated throughout the geographic area.

**11. Maintenance of Effort**

The Applicant assures that there will be expended for the purposes for which payments are made for activities under this plan, for the year for which such payments are made and from funds from non-Federal resources, an amount not less than the amount expended for such purposes from such funds during the previous year.

**12. Confidentiality**

The Applicant must establish procedures in accordance with the client confidentiality requirements of applicable state and federal laws, rules and regulations, to protect the confidentiality of information about older persons collected in the delivery of services. The procedures must ensure that no information about an older person, or obtained from an older person by the applicant or the State or area agencies, is disclosed by the applicant or agency in a form that identifies the person without the informed consent of the person, unless the disclosure is required by court or order, or for program monitoring by authorized Federal, State, or local monitoring agencies.

**13. Drug-Free Workplace**

The applicant will comply with the Drug-Free Workplace Acts of 1988, 45 CFR Part 76, Subpart F as amended, replaced, and/or renumbered. The grantee certifies that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an 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);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and, (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than **FIVE** calendar days after such conviction;

(e) Notifying the agency in writing, within **TEN** calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to 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 subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or, (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

# Schedule D
# Standard Assurances Applicable to All Programs

**To fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule as if the Agency were a Local Area Agency on Aging (AAA).**

1. **Statutes, Regulations, and Policies:** The area agency on aging (AAA) assures that all its activities under this Annual Implementation Plan (hereafter referred to as "Plan") shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities.

***Federal Statutes, Regulations, and Policies***

The Older Americans Act (OAA) of 1965, as amended *(42 U.S.C. 3001 et. seq.)*
2 CFR Part 225 *(Cost Principles for State and Local Governments)*
2 CFR Part 376 *(Nonprocurement Debarment and Suspension)*
20 CFR Part 641 *(Provisions Governing the Senior Community Service Employment Program)*
29 CFR Part 37 *(Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)*
45 CFR Part 74 *(Administration of Grants)*
45 CFR Part 84 *(Nondiscrimination on the basis of Handicap)*
45 CFR Part 92 *(Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments)*
45 CFR Part 93 *(New Restrictions on Lobbying, see 91-PI-5 [1/24/91])*
45 CFR Part 1321, Subparts A-D *(Grants to State and Community Programs on Aging)*
Age Discrimination in Employment Act of 1975, as amended *(29 U.S.C .621, et seq.)*
Americans with Disabilities Act of 1990 *(42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92])*
Civil Rights Act of 1964, Title VI, as amended *(42 U.S.C. 2000-d et. seq.)*
Equal Employment Opportunity Act of 1972 *(42 U.S.C. 2000e, et seq.)*
Equal Pay Act of 1963, as amended *(29 U.S.C. 206)*
Hatch Act *(5 U.S.C. 1501, et seq.)*
Home Energy Assistance Act of 1981, as amended *(42 U.S.C. 8601, et seq.)*
Rehabilitation Act of 1973, Sec. 504 *(29 U.S.C. 794, Nondiscrimination)*
Single Audit Act Amendments of 1996 *(31 U.S.C. 7501, et seq.)*
Uniform Relocation and Assistance and Real Property Acquisitions Act of 1970 *(42 U.S.C. 4601 et seq.)*
Office of Management and Budget (OMB):
- OMB Circular A-95 *(Clearinghouse Review)*
- OMB Circular A-102 *(Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)*
- OMB Circular A-110 *(Uniform Administrative Requirements for Grants and*

*Other Agreements with Institutions of Higher Education and other Non-profit Organizations)*
OMB Circular A-122 *(Cost Principles for Non-profit Organizations)*
OMB Circular A-133 *(Audits of State and Local Government and Non-Profit Organizations)*
Federal Executive Order 11246, as Amended by Executive Order 11375 *(Affirmative Action)*; as Amended by Executive Order 12086 *(Consolidation of Compliance Functions)*; and as Amended by Executive Order 13279 *(Equal Protection for Faith-Based and Community Organizations.)*
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

**State Statutes, Regulations, and Policies**

New York State Elder Law
New York State Office for the Aging Rules and Regulations *(9 NYCRR Parts 6651, 6652, 6653, 6654, 6655 and 6656)*
Executive Law, Article 15 *(State Human Rights Law Prohibiting Discrimination Based on* Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation *and Other Factors)*
Public Officers Law *(Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)*
Executive Law, Article 7-A *(Registration and reporting provisions required of Charitable Organizations)*
Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
NYSOFA Nutrition Program Standards *(90-PI-26 [5/17/90])*
Legal Assistance Standards *(94-PI-52 [12/29/94])*
Equal Access to Services and Targeting Policy *(12-PI-08)*

**Standard Assurances Applicable to Title III-B, Title III-C, Title III-D, and Title III-E**

1. Title III Funding: In applying for and receiving funding under Title III-B, Title III-C, Title III-D and Title III-E of the OAA, the AAA understands and agrees that:

   A. **Availability**: The AAA shall apply only for funds based on the appropriate allocation schedules promulgated by NYSOFA as well as any unexpended (carry-over) funds previously awarded to the AAA by NYSOFA. The AAA understands and agrees that carry-over funds may be awarded to the extent that these funds are incorporated into an approved application, provided that the requirements of 88-PI-17 [3/24/88] are met. If the AAA applies for more funds than a subsequent closeout shows as the final carry-over balance, the AAA must submit a budget modification requesting a level of program expenditures which corresponds to the reduced Federal funds.

   B. **Area Plan Administration**: The AAA shall budget no more than 10% of the combined Federal allocations (including carry-over) for Titles III-B, III-C-1, III-C-2, III-D and III-E

for Area Plan Administration. The amount of federal dollars expended on Area Plan Administration cannot exceed 10% of the combined Federal expenditures for Titles III-B, III-C-1, III-C-2, III-D and III-E.

C. **Matching Funds**: The AAA agrees to provide a minimum 25% local matching funds for Area Plan Administration expenditures under Titles III-B, III-C-1, III-C-2 and III-E. The AAA agrees to provide a minimum 10% local matching funds for service expenditures under Titles III-B, III-C-1, III-C-2 and III-D. The AAA agrees to provide a minimum 25% local matching funds for services expenditures under Title III-E.

D. **Audit**: The AAA shall comply with the federal audit requirements per the 1996 amendments to the Single Audit Act, OMB Circular A-133 and the "Government Auditing Standards."

E. **Directly Provided Services**: In accordance with NYSOFA regulations (9 NYCRR Part 6652.9), services can only be provided directly by an AAA where NYSOFA grants approval. This approval will be granted only if the AAA demonstrates that provision of such service by the AAA is necessary to ensure an adequate supply of the service, or that the service is directly related to the AAA's administrative functions or that service of comparable quality can be provided more economically by the AAA.

F. **Advisory Council**: The AAA shall establish an Advisory Council consisting of older adults including minorities who are participants or eligible to participate in programs under the OAA, representatives of older adults, local elected officials, the general public and providers of health care and supportive services to advise the AAA in all matters relating to the development, administration and operation of the Plan. The AAA shall submit the Plan for review and comment to the advisory council before it is transmitted to NYSOFA for approval. Amendments that would result in major changes in organizational structure (e.g. mergers or consolidation) must be submitted to the AAA Advisory Council for review and comment prior to the submission to NYSOFA for approval.

G. **Service Coordination**: The AAA shall coordinate planning with other agencies and organizations, Native American Tribal organizations and Native Hawaiian organizations to promote new or expanded benefits and opportunities for older adults.

H. **Intergenerational Day Care**: If possible, the AAA shall arrange with organizations providing day care for children or adults and respite for families, so that older adults can assist in the delivery of such services to children, adults and families.

I. **Outreach**: The AAA shall conduct outreach efforts, and an annual evaluation of the effectiveness of these outreach activities, to identify older adults eligible for assistance under the OAA, with special emphasis on:

1) older adults residing in rural areas;

2) older adults with greatest economic need (with particular attention to low- income,

low income minority individuals including Native Americans and older individuals residing in rural areas);

3) older adults with greatest social need (with particular attention to low- income minority individuals including Native Americans and older individuals residing in rural areas);

4) older adults with limited English proficiency;

5) older individuals who are frail or with severe disabilities;

6) older adults with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).

J. **Information and Assistance**: The AAA assures that it shall provide for the establishment and maintenance of information and assistance services in sufficient numbers to assure that all older adults within the PSA covered by the Plan shall have reasonably convenient access to such services.

K. **Services to Native Americans**: If there is a significant population of older Native Americans in the PSA of the AAA, the AAA shall conduct outreach activities to identify older Native Americans in such area and shall inform such older Native Americans of the availability of assistance.

L. **Grievances**: The AAA shall establish a grievance procedure for older adults who are dissatisfied with or denied services under the OAA.

M. **Disabled Individuals**: The AAA assures that it will coordinate planning, identification, assessment of needs and provision of services for older adults with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.

N. **Transportation**: The AAA shall identify the needs of older adults and describe the methods it will use to coordinate planning and delivery of transportation services (including the purchase of vehicles) to assist older adults, including those with special needs, in the PSA.

O. **Disclosure of Spending**: The AAA shall, on the request of the Assistant Secretary of AoA/ACL or the Director of NYSOFA, for the purpose of monitoring compliance with the OAA (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older adults.

P. **Title VI**: The AAA shall, to the maximum extent practicable, coordinate the services it provides under Title III of the OAA with services provided under Title VI of the OAA (Grants to Native Americans).

Q. **Case Management**: The AAA assures that case management services provided under Title III of the OAA through it shall:

1) not duplicate case management services provided through other Federal and State programs;

2) be coordinated with services provided through such other Federal and State programs, and

3) be provided by
   a) a public agency; or
   b) a nonprofit private agency that:

   (i) gives each older adult seeking services under this title a list of agencies that provide similar services within the jurisdiction of the AAA;

   (ii) gives each older adult described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;

   (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or

   (iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

## Standard Assurances Applicable to Title III-B

2. In applying for and receiving funding under Title III-B of the OAA, the AAA understands and agrees to:

A. **Priority Services**: Expend the percentage of Title III-B funds, as established by NYSOFA for each of the three priority services categories (access, in-home and legal assistance) in Program Instruction 88-PI-47 [7/22/88].

Waiver: NYSOFA, in approving the Title III-B application or amendment to such application, may waive the assurance of the above paragraph for any category of service for which the AAA demonstrates to NYSOFA that services provided from other sources meet the needs of older adults in the PSA for that category of service. If the AAA receives a waiver for any category of service, it must continue to spend for the remaining categories of services the percentage of AAA funds approved by NYSOFA.

B. **Legal Assistance Program**: The AAA assures that it will enter into contracts with providers of legal assistance which can demonstrate the experience or capacity to deliver

legal assistance and that it will attempt to involve the private bar in legal assistance activities authorized under Title III-B, including groups within the private bar furnishing services to older adults on a pro bono and reduced fee basis. The AAA further assures that it will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect and age discrimination. AAA will not require any provider of legal assistance under Title III-B to reveal any information that is protected by the attorney-client privilege.

C. **Priority Service Reporting**: The AAA will report annually to NYSOFA, in detail, the amount of funds expended for each such category of priority services during the fiscal year most recently concluded.

D. **Service Coordination**: The AAA will coordinate priority services with community Alzheimer's programs, coordinate mental health services provided with Title III-B funds with mental health services provided by community health centers and other organizations, and, if appropriate, conduct outreach to identify older Native Americans and inform them of availability of services.

E. **Nursing Home Diversion**: The AAA will conduct efforts to facilitate coordination of community-based, long-term care services to defer inappropriate institutionalization for older adults who are at home, patients in hospitals, and patients in long term care facilities who could return home.

F. **Multipurpose Senior Centers**: In regard to any multipurpose senior centers acquired or constructed using OAA funds, the AAA will ensure compliance with Sections 306, 311, and 312 of the OAA, NYSOFA regulations (9NYCRR Part 6654.9), and 90-PI-36 [6/19/90].

## Standard Assurance Applicable to Title III-C

3. **Title-III-C Funding for Access and Supportive Services**: In applying for and receiving funding under Title III-C of the OAA, the AAA understands and agrees that Title III-C expenditures for supportive and access services shall only be funded with Title III-C contributions and that such expenditures by a Title III-C provider are limited to the amount of contributions generated by the provider.

## Standard Assurances Applicable to Title III-C and WIN (For additional Assurances applicable to WIN, see SA#5B & SA#35.)

4. In applying for and receiving funding under Title III-C of the OAA and WIN, the AAA understands and agrees that:

A. **Special Dietary Needs**: The AAA assures that the nutrition program in the PSA shall reasonably accommodate participants who have particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds of such participants.

B. **Outreach**: It shall be the AAA's responsibility to identify and reach out to currently unserved and underserved individuals who would be eligible for home delivered meals.

C. **Provider Organizations**: The AAA, when selecting potential home delivered meal providers, shall give consideration where feasible to organizations which:

1) have demonstrated an ability to provide home delivered meals efficiently and reasonably; and

2) furnish assurances to the AAA that such an organization shall maintain efforts to solicit voluntary support and that the funds made available under Title III-C to the organization shall not be used to supplant funds from non-Federal sources.

D. **Congregate Sites**: Sites for congregate meals and comprehensive supportive services are located in as close proximity to the majority of eligible individuals' residences as feasible, with particular attention on a multipurpose senior center, a school, a church, or other appropriate community facility, preferably within walking distance, and where appropriate, transportation to such site is furnished.

E. **Allowable Services**: The AAA may only apply for and use Title III-C funds to provide meals and other services (i.e., nutrition counseling and nutrition education) directly related to nutrition services. The AAA may also use program income for supportive and access services to enhance the nutrition program. Such supportive and access services include outreach, transportation (Title III-C-1 only) Information and Assistance, In-Home Contact and Support (shopping assistance only), Senior Center/Recreation and Education (Title III-C-1 only), Assisted Transportation (Title III-C-1 only). Program income cannot be used for access and supportive services in amounts greater than what has been generated by program activity.

## Standard Assurances Applicable to Title III-E Caregiver Program

5. **Title III-E Caregiver Program**

A. **Comprehensive Support System**: The AAA shall develop and provide a comprehensive system of caregiver services to serve and support "adult" caregivers (persons aged 18 and older) who are providing informal care to an "older" adult (aged 60 and older).

B. **Grandparents as Caregivers:** The AAA may budget up to 10% of its Title III-E funds (Federal funds plus local match), plus any income generated by grandparent/relative caregiver services, for a grandparent/relative caregiver program. The AAA may expend a maximum of 10% of its final Title III-E expenditures (Federal funds plus local match), plus any income generated by grandparent/relative caregiver services, for a grandparent/relative caregiver program. Caregiver services under this program are to be provided only to caregiver grandparents or other relatives (by blood or marriage) who are

aged 55 and older and who are living with, and acting as the primary caregivers of, a child aged 18 or younger.

C. **Statutory Services:** The caregiver program support services shall include each of five specific, statutory categories of caregiver services, with the amounts used to fund each service to be determined by the AAA, based on the needs of its particular caregivers. The AAA may meet this comprehensive service requirement by including services in its Title III-E Caregiver Program that meet Title III-E requirements, but that are funded from other sources. These required services are:

1) Information about available services;

2) Assistance in gaining access to the services;

3) Individual counseling, organization of support groups, caregiver training to assist the caregivers in the areas of health, nutrition and financial literacy and to help caregivers make decisions and solve problems relating to their caregiver roles and responsibilities;

4) Respite services to temporarily relieve caregivers by providing a short-term break from their caregiving responsibilities.

5) Supplemental services to complement the caregiver's efforts to provide care.

D. **Recipients of Respite and Supplemental Services**: The AAA agrees that respite and supplemental services shall only be provided to the caregivers of "frail" older adults as "frail" is defined in OAA section 102(22), that is, an older adult (60 and older) who is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person; or to grandparent/relative caregivers 55 and older.

E. **Supplemental Services**: The AAA may budget up to 20% of its Title III-E funds (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services. The AAA may expend a maximum of 20% of its final Title III-E expenditures (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services.

6. **Service Priority**: The AAA shall give priority to the following individuals:

A. **Older Caregivers with Special Needs**: Caregivers who are older adults with greatest social need, and older adults with greatest economic need, with particular attention to low-income older adults;

B. **Older Caregivers Caring for Individuals with Special Needs**: Older adults providing care to individuals with severe disabilities, including children with severe disabilities, as defined in OAA section 102 (48) which means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that is likely to continue indefinitely and results in substantial functional limitation in 3 or more of the major life activities as specified in OAA section 102 (13) which includes self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning and emotional adjustment;

C. **Caregivers of Cognitively Impaired Individuals**: Family caregivers who provide care for older adults with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.

7. **Maintenance of Effort**: The AAA agrees to meet its applicable maintenance of effort requirement for Title III-E funds under this Plan as determined by NYSOFA and to not supplant the use of other funds available for Caregiver Program services, with the funding available under Title III-E.

**Standard Assurance Applicable to WIN** (for additional Assurances applicable to WIN, see also SA#29 and SA#5B).

8. In applying for and receiving funding under WIN, the AAA understands and agrees that:

A. **Separate Accounting**: The funds provided under WIN shall be accounted for and reported separately from those received under other sources, including Title III-C.

B. **WIN Services**: The funds provided under WIN must be used to provide home delivered meals and/or services related to the provision of meals to eligible older adults whose nutritional needs have not or cannot be met under Title III-C or CSE. WIN funds may be used to provide congregate meals but only when the provision of the congregate meals will serve nutritionally at-risk older adults or result in an increased ability to provide home delivered meals.

C. **Administration**: No more than 5% of WIN funds awarded shall be budgeted for AAA administration. No more than 5% of WIN funds expended shall be for AAA administration.

D. **No Supplanting Title III-C Services**: No WIN funds shall be used to replace nutrition services provided or intended to be provided under Title III-C and CSE.

## Standard Assurances Applicable to CSE and EISEP

9. In applying for and receiving CSE and/or EISEP funding, the AAA understands and agrees that:

A. **Direct Provision of Services**: The AAA can provide EISEP and/or CSE case management services directly without requesting NYSOFA approval. However, it cannot provide other EISEP or CSE services directly unless it receives approval from NYSOFA. NYSOFA approval is discretionary and shall only be given if the AAA can show that: the AAA provided this service directly prior to the approval of the AAA's first CSE Plan (this would usually be 1979); or if the AAA demonstrates that the direct provision of a service is necessary due to the absence of an existing suitable provider and so is necessary to assure an adequate supply of the service, or is necessary to ensure the quality of the service provided. (See 9NYCRR §6652.9(c).)

B. **Maintenance of Effort**: The AAA must meet the following maintenance of effort requirements:

1) **For CSE and EISEP**: Maintenance of "base year expenditures" made by the county or other funded service providers irrespective of the source of funds. "Base year expenditures" means the level of expenditures in the year prior to the first year for which a county plan for CSE was submitted or in the County's 1979 fiscal year, whichever is later.

2) **For EISEP**: Maintenance of total community service project expenditures under the CSE for the period April 1, 1985, through March 31, 1986, unless this requirement is waived or reduced by NYSOFA.

C. **Letters of Comment**: The AAA shall obtain letters of comment on the expected impact of (and agency relationships under) CSE projects and EISEP from the county agencies including social services, health, mental health and CASA-like agencies, and in the case of New York City the city governmental agencies responsible for social services, health and mental health. If the AAA is the designated agency of an Indian Tribal Organization, the AAA shall obtain letters of comment from any equivalent local agencies responsible for social services, health and mental health.

D. **Medicaid Rate Cap**: The AAA shall not receive reimbursement from NYSOFA for EISEP in-home services in excess of the current Medicaid rate cap. The Medicaid rate cap is the DoH-approved cost per unit of comparable in-home services provided under the Medicaid Personal Care Program that applies to the time period and county in which the EISEP services were delivered. This requirement also applies to EISEP-like services provided to clients under CSE.

E. **Contesting Eligibility and Cost Share Decisions**: AAA shall provide applicants or recipients of EISEP or EISEP-like services funded under EISEP/CSE the opportunity to contest adverse decisions as to eligibility, levels of required cost sharing and involuntary terminations of services.

10. **Matching Requirements**: The AAA agrees to provide minimum local matching funds for service expenditures under EISEP and CSE as set forth by applicable State law and requirements.

## Standard Assurance Applicable to CSE

11. In applying for and receiving CSE funding, the AAA understands and agrees that Community Services Projects developed by the AAA shall not exceed three years, except NYSOFA may approve continuation of a project beyond three years if periodic evaluation shows that the project effectively improved the delivery of services to older adults.

## Standard Assurance Applicable to EISEP

12. In applying for and receiving EISEP funding, the AAA understands and agrees that:

    A. **Coordination with LDSS**: The AAA is required to coordinate with its local Social Services office to establish and maintain procedures which shall ensure that EISEP does not duplicate Medicaid and Title XX programs, and ensure that these procedures are set out in a Memorandum of Understanding with such local office. This memorandum must be submitted to and approved by NYSOFA.

    B. **33% In-Home** Services Requirement: At least 33% of the AAA's total expenditures of state EISEP services dollars and required local match for those dollars must be spent on in-home services (i.e., Personal Care Level I and Personal Care Level II).

    C. **33% Ancillary** Services Requirement: No more than 33% of the AAA's total expenditures of state EISEP services dollars and required local match for those dollars may be spent on ancillary services.

    D. **County Home Care Plans (CHCP)**: The first year EISEP County Home Care Plan, as amended by any subsequent plans and CHCP revisions, is incorporated by reference and made a part of this Plan, and the goals and procedures contained in it are reaffirmed.

## Standard Assurance Applicable to CSI

13. In applying for CSI funds, the AAA understands and agrees that:

    A. **Congregate Services:** "Congregate services" shall mean services for older adults which are provided by a public or private non-profit agency in community settings at which older adults come together for services and activities that respond to their diverse needs and interests.

    B. **Direct Provision of CSI Services**: The AAA may contract with public agencies, municipalities, not-for-profit agencies or such other entities that provide congregate services. The AAA may not directly provide a service under CSI unless granted a waiver by the Director of NYSOFA. Approval of direct service provision will only be given if the service was directly provided prior to approval of the 1994-95 Plan, or direct provision is necessary due to the absence of an existing suitable provider or to ensure the

quality of the service provided.

C. **Multi-County Partnerships**: Two or more counties may join together for the purpose of implementing CSI through a written agreement between the cooperating AAAs.

D. **Matching Funds**: Under CSI the AAA will provide matching funds equal to 25% of its CSI costs. The allowable forms of match are the same as those permitted under CSE and EISEP. In-kind salaries and rent are allowable. State funds and local funds used to match other State or Federal funds are not allowable as match. The local match can be entirely new match or local funding formerly used to match the local Recreation Program for the Elderly.

E. **Administration**: The AAA shall budget no more than 5% of CSI funds (State Aid & Local Match) for AAA administration. The AAA agrees that it will expend no more than 5% of CSI funds for AAA administration.

F. **Meal Costs**: Meal costs are not allowable under the CSI program.

## Standard Assurances Applicable to NY Connects: Choices for Long Term Care

14. **NY Connects Cooperation**: The AAA agrees to cooperate with the work of the NY Connects Program and the local long term care coordinating council as directed by NYSOFA. The AAA agrees that the AAA director will be a member of the local long term care coordinating council.

## Standard Assurances Applicable to Emergency Preparedness Plans

15. **Emergency Preparedness Plans**: The AAA agrees to coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and other institutions that have responsibility for disaster relief service delivery within the PSA.

## Standard Assurances Applicable to Mental Health Services

16. **Mental Health Services**: The AAA agrees to follow any policies developed by NYSOFA concerning mental health issues or services as they may pertain to older adults. AAA will coordinate with NYSOFA and entities providing mental health services in the PSA to: increase public awareness of mental health disorders affecting older adults; remove barriers to the diagnosis and treatment of such disorders; and coordinate mental health services available to older adults (including mental health screenings) provided with area aging funds or other funds for mental health services available to older adults residing in the PSA.

## Standard Assurances Applicable to Title V

44. **Title V**

A. The AAA, if it administers the Senior Community Service Employment Program (SCSEP), agrees to comply with United States Department of Labor's (USDOL) regulations, and NYSOFA policies and procedures governing SCSEP. The AAA assures and certifies that it will:

1) provide community service assignments only for eligible individuals and, to the extent possible, recruit necessary technical, administrative and supervisory personnel from among eligible individuals;

2) provide community service assignments for eligible individuals in the county in which they reside;

3) assign eligible individuals in services related to publicly owned and operated facilities and projects, or projects sponsored by organizations, other than political parties, exempt from taxation under the provisions of section 501(c)(3) of the Internal Revenue Code of 1954, except projects involving the construction, operation, or maintenance of any facility used or to be used as a place for sectarian religious instruction or worship;

4) assure that no otherwise Title V qualified older person with a disability or perceived to have a disability shall, solely by reason of this disability, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. A person with a disability is defined as any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. This includes alcoholism and drug addiction;

5) not deny community service assignments to any person with a disability if reasonable accommodations can be made for that person's disability;

6) contribute to the general welfare of the community in a manner that will:

a) result in an increase in employment opportunities over those opportunities which would otherwise be available,

b) not result in the displacement of currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work or wages or employment benefits), and

c) not impair existing contracts for service or result in the substitution of federal funds in connection with work that would otherwise be performed;

7) not employ or continue to employ any participant to perform work which is the same or substantially the same as that performed by any other person who is on layoff;

8) utilize methods of recruitment and selection (including notifying the state employment security agency when vacancies occur) which will assure that the maximum number of eligible individuals will have an opportunity to participate in the project;

9) conduct training as may be necessary to make the most effective use of the skills and talents of participants, provide for the reasonable expense of individuals being trained, including reasonable compensation for time spent in training; and, wherever possible, obtain all training for participants at reduced or no cost to Title V from such sources as the host agency, Workforce Investment Act (WIA) and the Carl D. Perkins Vocational and Applied Technology Education Act.;

10) assure that safe and healthy conditions of work will be provided;

11) establish and administer the grant with the advice of persons competent in the field of service in which employment is being provided, and of persons who are knowledgeable with regard to the needs of older persons;

12) authorize payment for reasonable transportation costs of participants which may be incurred under the grant in accordance with 20 CFR Section 641.545;

13) assure that to the extent feasible, the needs of minority, limited English speaking, and Native American Indian eligible individuals are served, and individuals who have the greatest economic need, at least in proportion to their numbers in the geographic jurisdiction of the project and take into consideration their rates of poverty and unemployment based on the best available information;

14) authorize funds to be used, to the extent feasible, to include individuals participating in the project under the State Unemployment Insurance Plan;

15) coordinate activities with the local WIA system and the Carl D. Perkins Act programs to insure that project trainees can benefit from such cooperative activities as dual eligibility, shared assessments, training and referral.

B. If the federal-state guidelines are amended or revised, the AAA will comply with them or notify NYSOFA within thirty (30) days after promulgation of the amendments or revisions that it cannot so conform so that NYSOFA may take appropriate action, including grant termination, if necessary.

C. The AAA has complaint resolution procedures for trainees or applicants including those who are determined ineligible or against whom adverse actions are taken. Such procedures comply with federal requirements and include:

1) An opportunity for the participant or applicant to respond either verbally or in writing to an action of the AAA, including filing a grievance;

2) An opportunity for an informal conference;

3) A prompt determination of the issue;

4) If an issue cannot be resolved to the satisfaction of the participant or applicant, the participant or applicant will be notified that they may request a review of the process by NYSOFA and/or the USDOL; and

5) If the complaint alleges discrimination in violation of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 or the Workforce Investment Act, such complaint may be directed or mailed to the Civil Rights Center of the USDOL and AAA will use the complaint processing procedures that meet the requirements of 29 CFR 37.70 through 37.80 to resolve the complaint.

D. AAA agrees that it will:

1) comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act as they apply to hospital and educational employees of state and local governments; and,

2) it will otherwise compensate participants at a rate which is at least commensurate with the highest applicable minimum wage which is either the minimum wage applicable under the Federal Fair Labor Standards Act of 1938; the New York State minimum wage for the most nearly comparable covered employment, notwithstanding any exceptions which may otherwise apply; or the prevailing rate of pay for persons employed in similar public occupations by the same employer.

E. The AAA agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties;

F. The AAA agrees that it will give the USDOL, the Comptroller General, the Office of the State Comptroller and NYSOFA, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to SCSEP; and,

G. The AAA agrees that it will comply with the federal regulations governing grant administration for SCSEP as set forth in 20 CFR Part 641, 29 CFR Parts 95 through 99.

H. Eligibility Criteria and Enrollment Priorities:

1) The AAA through SCSEP will provide useful part-time community service assignments for unemployed low income persons who are 55 years old or older while promoting transition to unsubsidized employment.

2) To be eligible for SCSEP the individual must be no less than 55 years of age, a

resident of New York State, unemployed at the time of application and whose family income does not exceed 125% of the Federal Poverty Level.

3) The AAA shall recertify the income eligibility of each trainee at least once each project year between July 1 and June 30 according to the schedule in this project agreement.

I. The AAA or, the AAA's contractor, will recruit and select eligible individuals in sufficient numbers to fill all authorized slots. Enrollment priorities for filling all positions shall be to individuals with the following characteristics:

1) have a severe disability;
2) are frail;
3) are age 65 or older;
4) meet the eligibility requirements related to age for, but do not receive, benefits under Title II of the Social Security Act.;
5) live in an area with persistent unemployment and are individuals with severely limited employment prospects;
6) have limited English proficiency;
7) have low literacy skills;
8) are veterans who meet the criteria of the Jobs for Veterans Act;
9) have low employment prospects;
10) have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998;
11) are homeless or at risk for homelessness;
12) reside in a rural area; or,
13) have a disability.

J. The AAA will offer SCSEP participants the opportunity to take a physical examination within 60 days of enrollment and annually in accordance with 29 CFR §641.565.

1) The AAA shall provide orientation to the SCSEP participant as soon as practicable after determination of eligibility. The orientation shall include information on term limits, project objectives, community service assignments, training, supportive services, rights and duties of the trainee, permitted and prohibited political activities, plans for transition to unsubsidized employment and a discussion of safe working conditions at the host agency.

2) The AAA shall provide orientation to those individuals who will supervise SCSEP participants at the host agencies.

K. The AAA shall assess each new participant to determine the most suitable community service assignment for the individual and to identify appropriate employment, training and community service objectives for each individual. The assessment shall be made in partnership with the new participant in accordance with 29 CFR §641.535. Assessments shall be done at least two times during a twelve month period to determine the SCSEP participant's potential for transition to unsubsidized employment. Assessments shall be

documented and made a part of the participant's permanent record. Assessments and service strategies or individual employment plans of a participant, prepared under the Workforce Investment Act of 1998 may be substituted for one prepared by the AAA.

L. The AAA shall use the assessment or reassessment as a basis for developing or amending an Individual Employment Plan (IEP). The IEP shall be developed in partnership with the SCSEP participant to reflect the needs, interests and desires of the participant (29 CFR §641.535). The AAA shall review the IEP at least twice in a 12-month period.

M. The AAA shall employ reasonable means to place each SCSEP participant into unsubsidized employment. Whenever AAA fails to achieve the performance measures established by NYSOFA, the AAA will develop and submit to NYSOFA a plan of action AAA will implement to achieve the performance measures.

N. The AAA will complete and document a follow up for SCSEP participants who are placed in unsubsidized employment at least once within three (3) months of unsubsidized placement.

O. The AAA shall ensure that all SCSEP participants, including those hired by contractors, receive all the fringe benefits as may be required by law and will ensure compliance with NYSOFA's wage and fringe benefits policy (see 12-PI-05).

P. The AAA shall ensure that all reporting requirements are completed in accordance with NYSOFA requirements.

Q. Term Limits:

1) The AAA will limit participation in SCSEP to no longer than forty eight (48) months unless NYSOFA grants an extension for the participant that is frail and/or over the age of 75 years.

2) The AAA will maintain twenty-seven (27) months as an average amount of time all trainees are in SCSEP.

# SCHEDULE E
# REMUNERATION SCHEDULE
## Congregate Dining – Clean-up

The County shall reimburse the Agency for clean-up after group meals a sum computed at twenty-five cents ($0.25) per meal for each meal served at the congregate dining site(s) or any other authorized site or residence.

The County shall, in its discretion require the Agency to document and certify that such funds reimbursed were specifically expended for the purpose of meal clean-up.

In the event that the County makes funding available to increase the per meal rate stated above, the County shall provide the Agency with written notice of such increase and the effective date thereof and the Agency shall accept the revised per meal rate without amendment to this Agreement.

## Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

_____
Signature

### Verification

STATE OF _____ )
COUNTY OF _____ ) SS:
A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

VAL VIGIANO, being duly sworn, states that he or she is the Name of Corporate Officer EXECUTIVE DIRECTOR, of ABLEY, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 14th
Day of January, 2015
Sheryl A Vigiano

SHERYL A. VIGIANO
Notary Public, State of New York
Qualified in Erie County
My Commission Expires June 19, 2015

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive, subject to prior legislative approval, is hereby authorized to enter into agreements or contracts with funders, New York State and the United States Department of Health and Human Services, sub-contract agencies, the United States Department of Housing and Urban Development, and all interdepartmental transfers supporting contracts for behavioral health and Children's System of Care, which are included in the 2015 County budget.

54. WHEREAS, the Erie County Department of Mental Health contracts for mental disability services, substance abuse, developmental disability services, Children's System of Care programs, and U.S. Department of Housing and Urban Development programs after projections for the County budget are established; and

WHEREAS, actual negotiated contract amounts for not-for-profit contract agencies as approved by the State, Federal, and/or interdepartmental funding sources may differ from the specific amounts projected for these same contractual services accounts.

NOW, THEREFORE, BE IT

RESOLVED, that authorization is hereby granted to transfer appropriations among or between not-for-profit contract agencies and accounts within the operating budget to reflect the outcomes of negotiations with funding sources and not-for-profit contract agencies regarding the allocation of State, Federal, or interdepartmental government reimbursements; and be it further

RESOLVED, that authorization is hereby granted for further revisions, including changes to the appropriated total amounts and/or establishing appropriated amounts for not-for-profit contract agencies or other contractual accounts, in accordance with State, Federal or interdepartmental government approval of changes to their reimbursements.

55. RESOLVED, that the County Executive be, and hereby is, authorized to enter into contracts on behalf of the County of Erie for the continuation of grants administered by the New York State Office for the Aging as listed below:

For the period January 1, 2015 through December 31, 2015:
- Area Agency on Aging, Title III-B
- Congregate Dining Nutrition, Title III-C1
- Home-Delivered Nutrition, Title III-C2
- Disease Prevention and Health Promotion Services, Title III-D
- Elder Caregiver Support, Title III-E

For the period April 1, 2015 through March 31, 2016:
- Community Services for the Elderly (CSE)
- Expanded In-Home Services for the Elderly (EISEP)
- Health Insurance Information, Counseling and Assistance (HIICAP)
- Wellness in Nutrition (WIN)
- New York State Retired Senior Volunteer Program (NYSRSVP)
- NYS Areawide Agency on Aging Transportation (AAATRAN)
- Congregate Services Initiative (CSI)

For the period July 1, 2015 through June 30, 2016:
Senior Community Services Employment (SREMP)

For the period October 1, 2015 through September 30, 2016:
New York Connects (Connects)
Nutrition Services Incentive (NSIP)

and be it further

RESOLVED, that any reduction in grantor funding for these programs during the respective entitlement periods may result in a reduction in program services.

56. RESOLVED, that the County Executive is authorized to enter into contracts on behalf of the County of Erie with the following agencies for the purposes stated below:

- Erie County Department of Social Services for the continuation of the Home Energy Assistance Program for the period January 1, 2015 through December 31, 2015;
- Erie County Department of Mental Health for the continuation of the Community Service Coordinator Program for the period January 1, 2015 through December 31, 2015;
- Senior Service America, Inc., for the continuation of the Senior Aides Grant for the period July 1, 2015 through June 30, 2016;
- Corporation for National and Community Service for the Retired Senior Volunteer Program Grant for the period April 1, 2015 through March 31, 2016.

57. RESOLVED, subject to the availability of Federal, State, County and other local source funding, and not to exceed the amount appropriated in this budget, the County Executive be, and hereby is, authorized to enter into contracts as listed below

I. For the period January 1, 2015 through December 31, 2015 as stipulated in the 2015 Areawide Nutrition and Community Services plans:

A. For food preparation and delivery to congregate dining sites for the period of January 1, 2015 through December 31, 2015:

Meals on Wheels for Western New York, Inc.
The Salvation Army, a New York Corp.
Town of Amherst by and through the Amherst Center for Senior Services

B. To provide and operate congregate dining facilities and reimburse for clean-up and transportation services based on the number of meals served and/or trips provided at each site out of the aggregate amount appropriated for such services:

Advisory Board For Lovejoy Elderly & Youth, Inc
Buffalo Urban League, Inc
Buffalo Federation of Neighborhood Centers, Inc
Clarence Senior Citizens, Inc.
City of Buffalo
City of Lackawanna
Community Action Organization of Erie County, Inc.

## CONGREGATE DINING NUTRITION (IIIC-1)

This grant is a continuation of an existing grant for the entitlement period 1/1/15 to 12/31/15. The purpose of this grant is to help elderly persons maintain their nutritional well-being and social independence. The grant is used to provide a hot noon-day meal at forty-seven strategically-located congregate meal sites throughout the County. This grant is also known as the "Stay Fit Dining Program". In addition, nutrition education and individual nutrition counseling are provided by professional dietary personnel. The grant is funded by federal and county funds, in addition to voluntary client contributions.

| | |
|---|---|
| **Total Appropriation** | **$2,306,312** |
| **Federal Share** | **$1,526,512** |
| **State Share** | **—** |
| **Other Local Sources** | **$ 623,800** |
| **County Share** | **$ 156,000** |

## CONGREGATE SERVICES INITIATIVE (CSI)

This grant is a continuation of an existing grant for the period 4/1/15 to 3/31/16. The purpose of this grant is to assist senior centers and other congregate services programs to expand their capacities, increase the number of seniors participating in these activities, and transport seniors to such community programs.

| | |
|---|---|
| **Total Appropriation** | **$38,616** |
| **Federal Share** | **—** |
| **State Share** | **$21,340** |
| **Other Local Sources** | **$ 4,378** |
| **County Share** | **$12,898** |

## DISEASE PREVENTION AND HEALTH PROMOTION SERVICES (III-D)

This is a continuation of an existing grant for the period of 1/1/15 to 12/31/15. The purpose of this grant is to initiate or expand health education services to persons aged sixty or over in the county, with emphasis on medically under-served areas. The grant supports wellness programs in senior centers, nutrition counseling, general outreach and health education activities.

| | |
|---|---|
| **Total Appropriation** | **$94,619** |
| **Federal Share** | **$82,810** |
| **State Share** | **—** |
| **Other Local Sources** | **$ 1,000** |
| **County Share** | **$10,809** |

| Fund: | 281 | | | |
|---|---|---|---|---|
| Department: | Senior Services | | | |
| Grant: | Community Services for the Elderly | 2015 | 2015 | 2015 |
| | 163CSE1516 | Department | Executive | Legislative |
| Period | 04/01/2015 - 03/31/2016 | Request | Recommendation | Adopted |
| Revenues | | | | |
| 409000 | State Aid Revenues | 1,317,922 | 1,317,922 | - |
| 417000 | Contributions-Participants | 3,600 | 3,600 | - |
| 419630 | EISEP Cost Sharing | 2,500 | 2,500 | - |
| 466320 | Subcontractor Match | 203,810 | 203,810 | - |
| 466330 | Other Local Match | 1,000 | 1,000 | - |
| 479000 | County Share Contribution | 231,542 | 231,542 | - |
| Total | Revenues | 1,760,374 | 1,760,374 | - |

| Fund: | 281 | | | |
|---|---|---|---|---|
| Department: | Senior Services | | | |
| Grant: | Congregate Dining Nutrition | 2015 | 2015 | 2015 |
| | 163III-C-12015 | Department | Executive | Legislative |
| Period | 01/01/2015 - 12/31/2015 | Request | Recommendation | Adopted |
| Appropriations | | | | |
| 500000 | Full Time - Salaries | 437,100 | 437,100 | - |
| 500010 | Part Time - Wages | 20,692 | 20,692 | - |
| 500350 | Other Employee Payments | 2,522 | 2,522 | - |
| 502000 | Fringe Benefits | 274,011 | 274,011 | - |
| 505000 | Office Supplies | 2,500 | 2,500 | - |
| 505400 | Food & Kitchen Supplies | 5,000 | 5,000 | - |
| 506200 | Maintenance & Repair | 2,650 | 2,650 | - |
| 510000 | Local Mileage Reimbursement | 19,250 | 19,250 | - |
| 510100 | Out Of Area Travel | 1,300 | 1,300 | - |
| 510200 | Training And Education | 1,000 | 1,000 | - |
| 516020 | Professional Svcs Contracts & Fees | 137,355 | 137,355 | - |
| 516030 | Maintenance Contracts | 13,000 | 13,000 | - |
| 517697 | Meals On Wheels For WNY | 1,234,573 | 1,234,573 | - |
| 517777 | Salvation Army | 44,978 | 44,978 | - |
| 517829 | Town of Amherst Senior Center | 56,630 | 56,630 | - |
| 530000 | Other Expenses | 4,500 | 4,500 | - |
| 561410 | Lab & Technical Equipment | 25,000 | 25,000 | - |
| 980000 | ID DISS Services | 24,251 | 24,251 | - |
| Total | Appropriations | 2,306,312 | 2,306,312 | - |
| Revenues | | | | |
| 414000 | Federal Aid | 1,526,512 | 1,526,512 | - |
| 417000 | Contributions-Participants | 598,000 | 598,000 | - |
| 466320 | Subcontractor Match | 25,800 | 25,800 | - |
| 479000 | County Share Contribution | 156,000 | 156,000 | - |
| Total | Revenues | 2,306,312 | 2,306,312 | - |