

ERIE COUNTY DEPT. OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: **TAP**
2. BUDGET CATEGORY DESIGNATION: **Title III - B**
3. CONTRACT PERIOD: From January 1, 2015 to December 31, 2015
4. TOTAL AMOUNT OF CONTRACT: \$32,700

## 5. ORGANIZATION:

Name: **Catholic Charities of Buffalo, NY**

Mailing Address: 741 Delaware Ave.  
Buffalo, New York 14209

Office Phone: (716) 218-1400

Federal I.D. No.: 16-0743251

Executive Director/Administrator: Dennis C. Walczyk, CEO

Email: [dc.walczyk@ccwny.org](mailto:dc.walczyk@ccwny.org)

## 6. PROGRAM CONTACT:

Name, Title: Eileen Nowak, Department Director

Mailing Address: 741 Delaware Ave.  
Buffalo, New York 14209

Office Phone: (716) 2181450 x204

Email: [eileen.nowak@ccwny.org](mailto:eileen.nowak@ccwny.org)

## 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

### **Catholic Charities of Buffalo, NY**

(the "Agency"), a corporation organized under the laws of New York State having an office and principal place of business at :

741 Delaware Ave., Buffalo, New York 14209

### 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

Recruit and train volunteers to provide socialization and assurance calls to frail homebound elderly in Erie County and Coordinate the efforts of partner agencies in recruiting and matching volunteers to members.

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 / Payment Process for Line Item Budget and Contract Budget

Schedule "F": Business Associate Agreement

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 unreimbursed 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-16<sup>th</sup> 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 \$32,700 or the amount authorized for this Agreement by the Erie County Legislature, whichever is less 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:

Catholic Charities of Buffalo, NY  
Mr. Dennis C. Walczyk  
741 Delaware Ave.  
Buffalo, New York 14209

**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**

**Catholic Charities of Buffalo, NY**

By: \_\_\_\_\_  
Mark Poloncarz / Richard Tobe  
County Executive/Deputy County Executive  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Dennis C. Walczyk  
CEO  
Date: 12-12-14

Program Title: TAP

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 # 14 - \_\_\_\_\_-SS

**SCHEDULE A**  
**STATEMENT OF SERVICES**  
**Telephone Assurance Program Title III-B**

**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:** A coordinated program of volunteers making regular telephone calls to isolated, homebound frail Seniors of Erie County. The Agency is responsible for the following activities:
  - a. Recruiting volunteers and members through various outreach activities both independently and in collaboration with Partner Agencies.
  - b. Coordinating all applications for both volunteers and members by:
    - i. Maintaining a data base of members and volunteers.
    - ii. Ensuring completions of application form.
    - iii. Maintaining contact with referral source regarding matches, volunteer needs, etc.
  - c. Facilitating volunteer and member referrals from Partner Agencies.
  - d. Providing a training manual to Partner Agencies and ensuring volunteers are trained.
  - e. Providing training for volunteers.
  - f. Matching volunteers and members to meet the expectations/needs of the members.
  - g. Informing referral sources when a match is made and keeping them informed of any changes or unmet needs, or concerns that may arise.
  - h. Providing support to Partner Agencies.
  - i. Collecting and reporting statistical information on a monthly basis regarding program progress.

2. **Contract Personnel:**

The Agency will employ an adequate number of qualified personnel in accordance with the line-item personnel services set forth in this contract. Prior to implementing the staffing pattern detailed in this contract, or approved changes thereto, the Agency shall secure approval of the Department for the job descriptions covering all staff positions. In addition, the Department shall have the right to review and approve salaries of the staff detailed in this contract prior to their employment by the Agency and/or providing services under this Contract. The Department shall also have the right to review the credentials of any staff that will be utilized in providing services under this Contract. However, it shall remain the duty of Agency to review and approve credentials and employ only persons who are qualified in all respects for the positions in which they are placed. The annual salary for any employee providing services under this agreement shall not be increased without prior written approval of the Department. The Agency shall not be reimbursed for any salaries or related expenses of any Agency employee unless this requirement has been fulfilled. No employee shall receive as salary an amount in excess of the line-item budgeted amount for his/her

position. The Agency agrees, to the greatest extent feasible, to employ older persons in the implementation of this agreement.

3. **Contract Property:**

The Agency shall purchase only the equipment, materials and supplies listed in the detailed budget of this contract. Purchases by the County are not subject to State and local sales or excise taxes. There is no exemption, however, for social security, unemployment insurance and like taxes. All equipment, purchased under this agreement with a unit cost of \$500 (five hundred dollars) and/or with a useful life of more than two (2) years, shall be deemed to be the property of the County and shall be used as far as practicable by the Agency for the purpose of carrying out the extent of this agreement, and shall not be available for the general use of the Agency. A complete inventory of all such equipment shall be maintained by the Agency. The Agency is responsible for returning inventoried property to the County at the Agency's expense. All such equipment shall be identified as the property of the County. Disposition of the inventoried property shall be made in accordance with applicable provisions of law. The Agency shall reimburse the County for all loss or damage due to any cause other than normal wear and tear, and such reimbursement shall include damages for loss due to the following causes as well; fire, theft or mysterious disappearance.

4. **Anticipated Income:**

If the Agency's receipt of applicable income for contract services under this Agreement exceeds the sum set forth in the Budget the obligation of the County may be reduced. However, should the Agency request retention of this excess income for the purpose of program expansion, the Department may authorize a revision of contract total as provided in this Agreement, increasing the amount of income previously estimated with a corresponding increase in the Gross Contract Total thereby enabling the Agency to expend these funds.

If the Agency's receipt of anticipated income is expected to fall short of the sum set forth in the budget, the Agency shall submit a revised contract budget reducing the Gross Contract Total to an amount equal to the sum of the new anticipated income plus the previous net total in the original contract amount. However, the obligation of the County shall not be increased.

Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

5. **Required Reports:**

- A. **Program Reporting:** On or before the tenth (10) day of the month, the Agency is to submit a monthly report of the previous month's activities. The monthly program report is to be submitted on forms provided by the Department of Senior Services, unless written permission has been granted to report the activities on a different form.
- B. **Fiscal Reporting:** The Agency agrees to submit a monthly financial report to the County on or before the tenth (10) day of the month after the end of each monthly period of the program year, on forms provided by the Department. The Agency agrees to submit an annual fiscal report to the County, within thirty (30) days after the end of each program covering the use of all federal, state and county funds received on this agreement during the preceding program year on forms provided by the Department. The Agency agrees to establish and maintain separate accounting records for this contractual agreement in accordance with generally accepted accounting principles.

6. **Agency Budget and Budget Transfers:**

- A. The obligation of the County shall be limited to reimbursement to the Agency for expenditures by the Agency in accordance with the contract budget, if applicable. The County shall not be responsible for payments to the Agency for any Agency expenditures in violation of this provision. All Agency purchases shall be in accordance with acceptable business practices.
- B. The Agency agrees that expenditures will be made only for authorized items contained in the budget section of the contract. Cost overruns up to ten percent for any budget line item except Personnel will be allowed as long as the total costs do not exceed the total amount of the budget. If and when expenditures for any budget line item or individual budget category are in excess of ten percent or are for items not previously budgeted (e.g., equipment, personnel or subcontractor items) the Agency will submit a written request to the Department and await approval from the Department before making such expenditures.
- C. In no event shall such approval increase the obligation of the County as set forth in this Agreement. In the event that the Department determines that the budget transfer request will result in a change or alteration of the services to be provided, the requirements of this Agreement must be complied with. Budget revisions will not be accepted more than twenty (20) days after the contract termination date.

The Agency agrees to accept payments under this Agreement in accordance with Payment Schedule attached.

**Part II - Representations and Application**

7. **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)

Main office is located at 741 Delaware Avenue, Buffalo, Erie County, NY 14209. Services are offered in locations throughout Erie County.

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

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

- 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.
- C. When was Applicant Agency established? (Month & Year) 1923
- D. What was Applicant Agency's total operating budget for last fiscal year?

Amount 29,729,718

Fiscal Year 07/01/2012

to 06/30/2013

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

Catholic Charities has a long history of providing services to the elderly throughout Western New York. Last year the various programs of Catholic Charities provided programs for seniors in Erie County alone approximately half of whom are non-Catholics.

F. Briefly describe Applicant's overall programs and services identifying those which are available to the elderly.

Catholic Charities is the most comprehensive provider of human services in WNY. Our Clinical and Aging Services department is composed of a variety of services to assist thousands of seniors throughout our community. Services include aging intake to assess and assist seniors age 60 and over with basic needs, housing and supportive services, Monsignor Carr Institute/MH/Substance Abuse counseling, social model senior day care for frail, social impaired or cognitively impaired adults, and Foster Grandparent Program. Parish Outreach and Advocacy department provides support to the senior population through our programs including our food pantries, Ladies of Charity, many volunteers and the Telephone Assurance Program.

#### 8. 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)

Telephone Assurance Program

B. Plan of Action (Use additional sheets if necessary).

Catholic Charities has worked on developing media contacts for this program. We have advertised in the WNY Catholic, parish bulletins (paper and email), interfaith communities, Community Newspapers, Senior Newspapers (ex: Forever Young, After 50). We will continue to make connections with community service agencies such as Meals on Wheels, RSVP, Erie County Senior Centers, coalitions. We provide our brochures to distribute to seniors through these agencies. We will continue to streamline our referral process to connect seniors with the Telephone Assurance Program.

Members' eligibility and enrollment into TAP include the following criteria:

- Members must be 60 years of age or older
- Reside in Erie County, New York.

- Member may be referred into the program by a Social Worker, Service Agency, Family, Friend or themselves

Screening Procedure:

- Member is required to complete and submit to the TAP Coordinator a Member Application.
- Member is matched with an approved Volunteer. Effort is made to match Member with a Volunteer that shares similar interests/availability.
- A welcome letter is sent to the Member with their Volunteers first name and when the Volunteer(s) will be calling.
- The Member is advised that the volunteer will be instructed to call 911 in the event of an emergency.

Volunteers' eligibility and enrollment into TAP include the following Criteria:

- Volunteer completes and returns Volunteer application.
- A telephone interview is completed between the potential volunteer and the TAP Coordinator
- Volunteer references are checked
- Acceptance letter and training information is sent to Volunteer
- Volunteer is matched with a Member. A match information letter is sent.

Monthly statistical / record keeping:

- Volunteer maintains a record (Calendar) of calls made to their assigned Member(s) on a monthly basis
- At the end of each month it is requested that monthly calendars be mailed to the Coordinator of TAP to be received no later than the 5<sup>th</sup> of the following month. Please see attached calendar.
- Any concerns the Volunteer has regarding their Member(s) is recorded on the back of the Calendar

Member Agency eligibility and responsibilities:

- For the purpose of the Telephone Assurance Program, Member Agencies are defined as service agencies that provide support to seniors, age 60 and above.
- Member Agencies have the choice of recruiting and managing their own Volunteers and Members. If they choose to do this then the Member Agency is responsible for reporting the monthly statistics to the TAP Coordinator
- The Member Agency can choose to refer their Volunteers and Members to the Catholic Charities site and the TAP Coordinator will match and maintain the statistics.

Client Satisfaction:

- New Client Satisfaction Surveys will be mailed to members in January 2015. This will give us a basis for the year. We will then send out another survey in July 2015 and will compile both results and submit.

- Based on the outcome of these surveys; adjustments and improvements will be made to the Telephone Assurance Program.

One unit of service equals one contact. Total number of service units to be provided: 10,556

C. Number of unduplicated elderly to be served: 100

D. OF THIS TOTAL, ESTIMATE:

1. Number that are low-income (100% poverty guidelines) 42
2. Number that are low-income minority 15
3. Number that are disabled/frail 58
4. Number that are age 75-84 26
5. Number that are age 85 plus 28
6. Number that live alone 81
7. Racial Characteristics:
  - a. American Indian / Alaskan Native 1
  - b. Asian 0
  - c. Black, not Hispanic 17
  - d. Native Hawaiian / Pacific Islander 0
  - e. Hispanic or Latino 0
  - f. White 68

9. **Performance Measures:**

Applicant organizations are required to submit three (3) Performance Measures as listed below. **Reports need to be submitted quarterly.** Services should assist and facilitate the engagement of seniors with family and other natural supports in social and recreational opportunities that are available to the general population and/or to the general senior population. In addition, services that are successful in facilitating participation in volunteer or other like opportunities in the community in which they live will be viewed favorably.

**Next to each measure, specify the number and percent of participants being measured for that outcome, and describe the method you will use to generate data to arrive at that conclusion.**

1. Number and percent of referrals matched within 30 days.  
 Number 100                      percent 90  
 Method of data-gathering: *Monthly statistical reports; requests for TAP services*
2. Number and percent of volunteers retained per quarter.  
 Number 54                      percent 90  
 Method of data-gathering: *New applications plus current volunteers*
3. Number and percent of clients or volunteers reporting they always or usually get the social and emotional support they need.

Number 10 percent 40

Method of data-gathering: Survey that all new members will receive within 30 days of beginning TAP service

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).  
Catholic Charities continues to use media contacts both through paid as well as free media opportunities. Catholic Charities plans a new, updated website for 2015. This new website will provide us the opportunity to revise and update materials and forms available on our cwny.org site. We will continue our participation in health and volunteer fairs, networking with other senior service agencies, offering presentations and brochures, as requested by parishes of all denominations and community organizations.
- B. Indicate specific case finding activities that the applicant proposes to engage in during the project period to identify hard-to-reach elderly individuals to link them with needed services.

In 2015 we will establish contact with parishes and senior housing in outer areas in Erie County to establish if there is a need for the Telephone Assurance Program.

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?

In Erie County, 8% of the population over 60 years of age are minorities, based on 2010 census date.

- 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.
- Catholic Charities has the ability to identify and engage minority seniors in need at any of our five(5) pantries and will continue evaluating that resource as an effective outreach forum. Agency staff continues to work collaboratively with senior residential complexes operated by Delta Development Corporation.
  - Catholic Charities offices located in the City of Buffalo lower west side and near east side offer low income minority seniors the opportunity access services through entry points in their neighborhoods in addition to our main Intake Office located in downtown Buffalo.
  - Catholic Charities West Side office is located in the heart of the Hispanic community and has workers who are bi-lingual.
  - The Neighbor-for-Neighbor Heat Fund is administered for Catholic Charities through Parish

Outreach Program and is an effective mechanism for identifying seniors in need.

- Catholic Charities has ongoing participation in community coalitions and consortiums including: Homeless Alliance of Western New York, Catholic Health System; Neighbor for Neighbor Community Advisory Committee; Network on Aging and Council on Elder Abuse.

12. **Staffing Pattern:**

Please identify each position by descriptive job title, the number of hours per week, number of staff at that title in the program, and if vacant, the anticipated fill date.

	Job Title	# hrs	# staff	fill date
a.	TAP Coordinator/Outreach Specialist	21	1	
b.	Administrative Assistant Coordinator	3.5	1	
c.				

13. **Job Description and Minimum Qualifications:**

Note: Descriptions must be provided for all job titles included in the budget.

Job Title: TAP Coordinator/Outreach Specialist

Annual Salary: 28,010      Hourly Salary: 15.39

Minimum Qualifications & Job Description:

Bachelor's degree and a minimum of 2 years experience in directly related human services field working with individuals, families and communities in need.

- Coordinates Telephone Assurance Program in Erie County.
- Establishes connection between TAP members and TAP volunteers.
- Recruits, interviews, and retains volunteers for the Telephone Assurance Program and Friendly Phones.
- Provides program linkage with R.S.V.P., 211, VAWNY and other volunteer organizations.
- Provides linkage with churches of all denominations, community and area agencies with information on Catholic Charities services and presentations.
- Assists in providing initial and ongoing contact for volunteer inquiries, agency-wide.
- Assist with COA development for department.
- Attend PQI committee meetings.
- Attend and actively participate in department meetings and functions.
- Provides assistance to pantries and Ladies of Charity, as needed.
- Performs other duties as assigned.

Job Title: **Administrative Assistant Coordinator**

Annual Salary: **36,509**      Hourly Salary: **20.06**

**Minimum Qualifications & Job Description:**

Associate Degree and minimum of 2 years experience.

- Performs a wide range of administrative duties and has significant responsibilities for assigned department.
- Exhibits initiative, creativity and self-motivation, with ability to effectively solve problems as they arise and collaborate with team to implement suggestions that enhance functionality of the team.
- Answers telephones and directs the caller to the appropriate individual. Provides callers with initial department and program information.
- Prepares statistical and written reports for department programs.
- Assist with preparation, review of annual budgets for department programs.
- Provide support to department director by reviewing and reporting on monthly budget reports.
- Creates spreadsheets; composes correspondence; manage databases, create presentations, reports and documents.
- Assists in the coordination and arrangements for meetings; prepares agendas, and reserves and prepare facilities, and record meeting minutes.
- Provides and assists staff with time and attendance input and tracking.
- Acts as liaison for IT/Computer issues.
- Represent department on a variety of internal and external committees/teams.
- Composes and types routine correspondence.
- Organizes and maintains file systems, and files correspondence and other records.
- Orders supplies and arranges for equipment maintenance as needed.
- Performs other duties as assigned.

14. **Amendments to this Application:**

The Applicant assures that it will submit to the Area Agency 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.

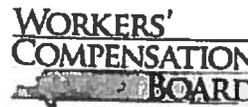
6. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met.



ANDREW M. CUOMO  
GOVERNOR

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
328 State Street  
Schenectady, NY 12305

(518) 402-0247



ROBERT E. BELOTEN  
CHAIR

JEFFREY FENSTER  
EXECUTIVE DIRECTOR

**Office of the Secretary**  
**Compliance With Workers' Compensation Law**

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

**Name:** Catholic Charities of Buffalo, NY Inc.

**WCB #:** W591192

**Tax ID #:** 160743251

**Qual Date:** 7/1/1989

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

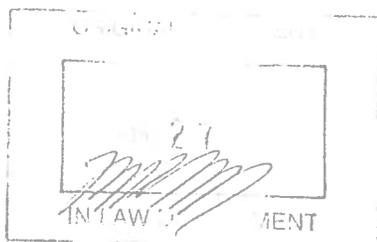
The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed the seal of the Workers'  
Compensation Board this 20th day of March  
2014.

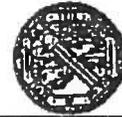
*Kim McCarroll*  
KIM MCCARROLL  
SECRETARY

Status Confirmed By

3/20/2014



County of Erie Standard Insurance Certificate



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 Arthur J Gallagher Risk Management Services, Inc. 2 Westchester Park Drive White Plains, NY 10604	CONTACT NAME John M. Scholl	FAX 716/847-5538
	PHONE 716/847-8396	AGENCY 716/847-5538
	EMAIL jscholl@buffalodiocese.org	
	PRODUCER CUSTOMER ID#	
INSURED Diocese of Buffalo 795 Main Street, Buffalo, NY 14203-1250 Catholic Charities of Buffalo, NY 741 Delaware Avenue, Buffalo, NY 14209	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	The National Catholic Risk Retention
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES      CERTIFICATE NUMBER:      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.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	RRG 1054-15	7/1/2014	7/1/2015	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCIDENT): \$ MED EXP (Any one person): \$ PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: none PRODUCTS COMP OP AGG: none
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	RRG 1054-15	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (EA OCCIDENT): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$1,000,000	X	FM 1054-15	7/1/2014	7/1/2015	EACH OCCURRENCE: \$4,000,000 AGGREGATE: \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU TORY LIMITS: \$ OTH ER: \$ E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$
A	Professional	X	RRG 1054-15	7/1/2014	7/1/2015	Ea. Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured Status for any Persons with whom the Named Insured has agreed to provide insurance Protection. Insurance Shall Not Exceed Amount agreed Upon or Exceed Policy Limits Provided by this Policy. The Limit Is Inclusive of the Insured's \$250,000 Self Insured Retention. Certificate holder is listed as additional insured.

CERTIFICATE HOLDER County of Erie 95 Franklin St 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 <i>John M. Scholl</i>
---	--

**RECEIVED**  
 JAN 29 2015  
 DEPT. OF SENIOR SERVICES CONTRACTS

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate  
 Purchase Order or Contact Number  
 Vendor Insurance Classification

**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 congregated 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**  
**PAYMENT PROCESS FOR LINE ITEM BUDGET**

**Budget:** The Agency shall submit a line item budget on the attached form which shall be reviewed and approved by the County before becoming a part of the expedited contract. The Budget shall be reviewed for accuracy as well as for allowable expenses under the grant(s).

**Advance Payment:** As soon as practicable, the County shall advance twenty-five percent (25%) of the Amount payable by the County to the Agency pursuant to this contract on the basis of the approved budget to initiate this contract. During the contract year, the advance payment will be deducted from expenditures invoiced monthly.

**Payments:** Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Agency on properly executed payment invoices of the County. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Agency for out-of-pocket expenses or disbursements made in connection with the contract services to be performed hereunder.

1. **Fiscal Reporting:** The Agency agrees to submit a monthly financial report to the County on or before the tenth (10) day of the month after the end of each monthly period of the program year, on forms provided by the County. The Agency agrees to submit an annual fiscal report to the County, within thirty (30) days after the end of each program covering the use of all federal, state and county funds received on this agreement during the preceding program year on forms provided by the County. The Agency agrees to establish and maintain separate accounting records for this contractual agreement in accordance with generally accepted accounting principles.
2. **Reimbursement:** Monthly payments will be made upon receipt, review and approval of a monthly fiscal report based on expenditures of the previous month. The obligation of the County shall be limited to reimbursement to the Agency for expenditures by the Agency in accordance with the contract budget. The County shall not be responsible for payments to the Agency for any Agency expenditures in violation of this provision. All Agency purchases shall be in accordance with acceptable business practices.
3. **Costs Overruns:** The Agency agrees that expenditures will be made only for authorized items contained in the budget section of the contract. Cost overruns up to ten percent for any budget line item except Personnel will be allowed as long as the total costs do not exceed the total amount of the budget. If and when expenditures for any budget line item or individual budget category are in excess of ten percent or are for items not previously budgeted (e.g., equipment, personnel or subcontractor items) the Agency will submit a written request to the County and await approval from the County before making such expenditures. In no event shall such approval increase the obligation of the County as set forth in this Agreement. In the event that the County determines that the budget transfer request will result in a change or alteration of the services to be provided, the requirements of this Agreement must be complied with. Budget revisions will not be accepted more than twenty (20) days after the contract termination date.

4. Contributions: Since the total amount of the line item Budget is, in part, generated by voluntary contributions as described in this Agreement, the total Budget amount may be reduced in the amount of the difference between the contributions from participants stated in the line item Budget and the actual contributions collected from participants during the period of this Agreement. Such reduction of the total amount will be determined by County, with the approval of the New York State Office for the Aging, when appropriate. In this occurrence, the line item Budget will be revised jointly by both parties to reflect said reduction.
5. 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.
6. 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 County 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.

**SCHEDULE E  
CONTRACT BUDGET**

**AGENCY BUDGET SUMMARY**

TAP CONTRACT  
ERIE COUNTY DEPT. of  
SENIOR SERVICES

AGENCY	Catholic Charities Telephone Assurance Program
ADDRESS	741 Delaware Avenue
	Buffalo, NY 14209
CONTRACT PERIOD	1/1/2015 to 12/31/2015

BUDGET CATEGORY	TOTAL BUDGET	SUBCONTRACTOR/IN-KIND MATCH
1. PERSONNEL	\$ 23,285	47,686
2. FRINGE BENEFITS	\$ 0	8,610
3. EQUIPMENT	\$ 0	
4. TRAVEL	\$ 48	
5. MAINTENANCE & OPERATIONS*	\$ 1,359	2,700
6. OTHER EXPENSES	\$ 8,008	
7. SUBCONTRACTS	\$ 0	
8. TOTAL (Lines 1-7)	\$ 32,700	58,996
9. Less SUBCONTRACTOR FUNDS	\$	
10. Less INCOME	\$ 0	
11. NET TOTAL	\$ 32,700	58,996

\* Rent is the only acceptable match in this category.



## **SCHEDULE F**

### **ERIE COUNTY BUSINESS ASSOCIATE AGREEMENT**

The Business Associate Agreement (Agreement) entered into by the Erie County Department of Senior Services ("Covered Entity") and Business Associate Catholic Charities of Buffalo, NY ("Business Associate") is made and entered into effective the 1<sup>st</sup> day of January 2015 ("Business Associate Agreement Effective Date").

#### **I. RECITALS**

- A. As set forth in the Erie County Privacy Policy, Erie County is a Hybrid Entity, which has designated the Department of Senior Services as a Covered Entity for the purpose of compliance with Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder (45 CFR Part 160 and Part 164) by the U.S. Department of Health and Human Services (the "Privacy and Security Rules").
- B. Covered Entity and Business Associate wish to Use and Disclose certain information, some of which may be Protected Health Information ("PHI"), whereby Business Associate may be providing services to or performing functions on behalf of Covered Entity that involve the Use and Disclosure of PHI. The services and functions performed by Business Associate on behalf of Covered Entity are set forth in a Service Agreement entitled TAP executed on or about January 1, 2015 ("Service Agreement").
- C. Covered Entity and Business Associate intend to protect the privacy and provide for security of PHI Disclosed between the parties pursuant to the Service Agreement in compliance with HIPAA, the Privacy and Security Rules, and with the requirements of Subtitle D, the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 42 U.S.C. Sections 17921-17954 ("HITECH"), and other applicable federal and state laws.
- D. In consideration of the mutual promises below and the exchange of information pursuant to the Service Agreement and this Business Associate Agreement, the parties agree to the terms and conditions set forth in this Business Associate Agreement.

#### **II. DEFINITIONS**

- A. **Breach** means unauthorized acquisition, access, Use or Disclosure of PHI which compromises the security or privacy of such information, EXCEPT where: (1) the covered entity or business associate has a good faith belief that an unauthorized person to whom such information is Disclosed would not reasonably have been able to retain such information; (2) any unintentional acquisition, access, or Use



of PHI by an employee or individual acting under the authority of a covered entity or business associate if the acquisition, access, Use (i) was made in good faith and within the course and scope of authority; and (ii) such information is not further acquired, accessed, or Used or Disclosed; (3) there is an inadvertent Disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility and any such information received as a result of such Disclosure is not further acquired, accessed, Used, or Disclosed without authorization by any person; and (4) unauthorized Disclosure is limited to encrypted or otherwise technologically secured data.

- B. **Business Associate** shall have the same meaning as the term "business associate" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Business Associate" shall mean Catholic Charities of Buffalo, NY. The parties acknowledge and agree that Business Associate is an independent contractor and is not an agent of Covered Entity.
- C. **Covered Account** means: (1) an account primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; or (2) any other account for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.
- D. **Covered Entity** shall generally have the same meaning as the term "covered entity" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Covered Entity" shall mean Erie County Department of Senior Services.
- E. **Data Aggregation** means the combining of PHI by a Business Associate created or received in its capacity as a Business Associate of another Covered Entity, to permit the creation of data for analyses that relate to the health care operations of the respective Covered Entities.
- F. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is: (i) the individual's medical and billing records or (ii) used in whole or in part, by or for the Covered Entity to make decisions about the individual. A Designated Record Set does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (e) information compiled in reasonable anticipation of litigation or administrative action; (f) employment records; (g) student records; and (h) source data interpreted or summarized in the individual's medical record such as pathology slides and diagnostic film.



- G. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Business Associate's organization (i.e., to anyone other than its employees who have a need to know or have access to the PHI).
- H. **Electronic Health Record** is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- I. **Electronic Protected Health Information or "EPHI"** means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Business Associate Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.
- J. **Health Care Operations** shall have the meaning given to such term under HIPAA's Privacy and Security Rules and includes quality assessment and improvement, credentialing health care professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development and business management and general administrative duties. The term Health Care Operations does not include marketing and fundraising activities of the Covered Entity or Business Associate.
- K. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** is a federal law that sets forth standards for how Covered Entities and Business Associates may Use and Disclose PHI. HIPAA also establishes patient rights with regard to PHI.
- L. **Hybrid Entity** means an entity whose business activities include covered and non-covered functions, and that has designated specific departments, divisions or programs as Designated Health Care Components.
- M. **Identity Theft** is a fraud committed or attempted using the identifying information of another person without authority.
- N. **Identifying Information** is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number.
- O. **Individual** means the person who is the subject of the PHI.
- P. **Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an Individual, that: (i) is created or received from a health care provider, health plan,



employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an Individual, the provision of health care to a patient, or the past, present, or future payment for the provision of health care to an Individual.

- Q. **Limited Data Set** means information that excludes names, postal address (other than city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.
- R. **Personal Health Record** means an electronic record of Individually Identifiable Health Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.
- S. **Protected Health Information** or “**PHI**” means any information, whether oral or recorded in any form or medium that: (i) relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual; and (iii) was received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- T. **Red Flag** means a pattern, practice or specific activity that indicates the possible existence of Identity Theft.
- U. **Secured PHI** means PHI rendered unusable, unreadable or indecipherable to unauthorized individuals when one or more of the following security measures are in place:
1. Encryption of electronic PHI as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached;
  2. Encryption processes that are tested by National Institute of Standards and Technology (NIST) and judged to meet this standard including:
    - a) Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;



- b) Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;
3. The media on which the PHI is stored or recorded has been destroyed on one of the following ways:
- a) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; or
  - b) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

V. **Security Incident** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with systems operations in an information system.

W. **Subcontractor** means a person or organization to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, regardless of whether Business Associate has entered into a contract with the person or organization.

X. **Unsecured Protected Health Information** means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals.

Y. **Use** means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Business Associate's organization.

### **III. OBLIGATIONS OF BUSINESS ASSOCIATE**

#### **A. Permitted Uses and Disclosures.**

1. Business Associate may Use and/or Disclose PHI received from Covered Entity only as permitted or required by the Business Associate Agreement, and only when necessary to perform the services set forth in the Service Agreement.



2. Business Associate may Use or Disclose PHI as required by law.
3. Business Associate agrees that all Uses, Discloses and/or requests for PHI will be consistent with Covered Entity's minimum necessary policies and procedures.
4. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity. In addition, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or any state law (including but not limited to the Identity Theft Rules).
5. Business Associate may Disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate provided that (a) the Disclosures are required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that (i) the information will remain confidential and used for further Disclosure only as required by law or for the purpose for which it was Disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been compromised or Breached.
6. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity only if necessary to fulfill the terms of the Service Agreement.
7. Business Associate may store, analyze, access and use components of PHI that have been de-identified and that do not contain any Individually Identifiable Health Information, provided that any such use is (a) necessary to fulfill the terms of the Service Agreement; and (b) consistent with applicable law.
8. Business Associate acknowledges that sections of HIPAA, HITECH, the Privacy and Security Rules, and state law apply directly to Business Associate and Business Associate's Subcontractors as they apply to Covered Entity. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or state law. Business Associate agrees to comply with these and other applicable laws and regulations, and agrees to monitor Subcontractors to ensure compliance with the same.

#### **B. Appropriate Safeguards**

Business Associate acknowledges that Covered Entity is relying on the administrative, physical and security standards of Business Associate and



Subcontractors of Business Associate in selecting Business Associate. Business Associate and Subcontractors of Business Associate must:

1. Protect and safeguard from Disclosure all PHI and other confidential information regardless of the type of media on which it is stored;
2. Implement appropriate safeguards as are necessary to prevent the Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, HIPAA, HITECH, the Identity Theft Rules and other applicable federal and state laws;
3. Maintain a privacy and security program that includes administrative, technical and physical safeguards and security policies, procedures, and documentation of security activities; and
4. Implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and EPHI created, received, maintained, or transmitted on behalf of the Covered Entity.

### **C. Identity Theft Compliance**

Business Associate and Subcontractors of Business Associate will have policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft with regard to any Covered Accounts.

### **D. Reporting Obligations**

Business Associate agrees to report to Covered Entity's Chief Privacy Officer verbally and in writing any Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, and agrees to report any known pattern of activity or practice that may constitute a material breach or violation of this Business Associate Agreement, within five (5) days of the date Business Associate knew or should have known of such Use, Disclosure, pattern or practice. The obligation to report includes, but is not limited to, any Security Incident or Breach involving Unsecured PHI, and/or any violation of HIPAA, HITECH or the Privacy and Security Rules. Business Associate shall also report any known pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the Business Associate Agreement, or any federal or state laws.

Such report shall include, to the extent possible:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2. A description of the types of Unsecured PHI that were involved in the Breach.



3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
5. Contact procedures for Covered Entity to contact Business Associate to ask questions or learn additional information.

In the event of a Breach, Business Associate's notice to Covered Entity must also include the identification of and contact information for each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or Disclosed during such Breach. In addition, if Business Associate is a service provider of Personal Health Records, as defined under HITECH, and discovers a Breach of security, it must notify Individuals whose unsecured Identifying Information was acquired by an unauthorized person, and must comply with any other applicable requirements concerning notification of individuals and/or federal and state agencies.

Business Associate shall take prompt corrective action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Business Associate Agreement, federal law and/or state law, and shall take additional action to mitigate harm as requested by Covered Entity. Upon request, Business Associate shall also assist Covered Entity in the performance of a risk assessment to determine whether a Breach occurred.

#### **E. Business Associate's Agents/Subcontractors**

Business Associate may Disclose PHI to and permit the Use of PHI by its employees, Subcontractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services performed for or on behalf of the Covered Entity under the terms of the Service Agreement and the Business Associate Agreement. Business Associate shall ensure that any agents, including Subcontractors to whom it provides Covered Entity's PHI, agree in writing to:

1. the same restrictions and conditions that apply to Business Associate with respect to such PHI;
2. hold PHI in a confidential and secure manner as provided pursuant to this Business Associate Agreement and only disclose PHI as required by law or for the purposes for which it was disclosed; and
3. immediately notify Business Associate of any Breaches of confidentiality of the PHI.



Business Associates shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. Business Associate shall indemnify, defend and hold harmless Covered Entity and its respective employees, directors, officers, Subcontractors and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees and costs incurred in notifying Individuals of a Breach caused by Business Associate or its subcontractors or agents) suffered by Covered Entity in connection with Business Associate's failure to obtain and maintain a written agreement with such Subcontractors or agents, and/or to ensure that the Subcontractors or agents complied with all applicable federal and state laws and regulations.

#### **F. Access to PHI**

To comply with New York State Public Health Law § 18 and HIPAA, Business Associate shall make PHI maintained by Business Associate or its agents or Subcontractors in Designated Record Sets or in the Electronic Health Record in an electronic format, available to Covered Entity, or as directed by Covered Entity to an Individual, for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, New York Public Health Law § 18 and any other applicable federal and state laws.

#### **G. Amendment of PHI**

Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set or in the Electronic Health Record in an electronic format, Business Associate or its agents or Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, and/or state law. If any Individual requests an amendment of PHI directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any grant or denial of a request for an amendment of PHI maintained by Business Associate or its agents or Subcontractors shall be the sole responsibility of Covered Entity.

#### **H. Accounting Rights**

Within ten (10) days of notice by Covered Entity of a request for an accounting of Disclosures of PHI, including Disclosures for treatment, payment and healthcare operations, Business Associate and its agents or Subcontractors shall make available to Covered Entity or, as directed by Covered Entity directly to an Individual, the information required to provide an accounting of Disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH and state law. Business



Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record. At minimum, such information shall include: (i) the date of Disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual's authorization, or a copy of the written request for Disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agent or Subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing, so that the Covered Entity may prepare and deliver the requested accounting.

#### **I. Access to Records by the Federal Government**

Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS and the FTC for purposes of determining Business Associate's compliance with HIPAA, HITECH and the Identity Theft Rules. Business Associate shall concurrently provide to Covered Entity a copy of any PHI, policies and procedures or other documentation that Business Associate provides to HHS and/or the FTC.

#### **J. Minimum Necessary**

Business Associate and its agents or Subcontractors shall only request, Use and Disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, Use or Disclosure.

#### **K. Documentation of Disclosures**

Business Associate shall document such Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI.

#### **L. Retention of PHI**

Business Associate and its agents or Subcontractors shall retain all PHI and documentation containing Disclosures of PHI throughout the term of the Service Agreement and for a period of six (6) years after termination of the Service Agreement.

#### **M. HIV/AIDS**

If the Service Agreement requires the Use or Disclosure of PHI that contains HIV/AIDS information, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F. Business



Associate shall notify its agents and/or Subcontractors concerning all applicable confidentiality requirements.

#### **IV. OBLIGATIONS OF COVERED ENTITY**

Covered Entity shall:

- A. Provide Business Associate with Covered Entity's Notice of Privacy Practices for PHI, and notify Business Associate of any substantive changes to its Notice of Privacy Practices;
- B. Notify Business Associate of any changes in, or revocation of, the permission by an Individuals to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's permitted or required Use or Disclosure of PHI; and
- C. Notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under HIPAA or HITECH, to the extent that such restriction may affect the Business Associate or its agents or Subcontractor's Use or Disclosure of PHI.

#### **V. TERM AND TERMINATION**

##### **A. Term**

This Business Associate Agreement shall become effective on the Business Associate Agreement Effective Date and shall continue until terminated by Covered Entity, or the date that the Service Agreement expires or is terminated. However, the following provisions and requirements of this Business Associate Agreement shall survive the expiration or other termination of the Business Associate Agreement: Sections III, V, VI, VII and X.

##### **B. Termination for Cause**

1. Material Breach by Business Associate: Business Associate shall take reasonable steps to mitigate and cure a breach of this Business Associate Agreement. Business Associate authorizes the Covered Entity to terminate this Business Associate Agreement and the Service Agreement if Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement. In the event Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement, Covered Entity shall have the right to immediately terminate the Service Agreement and Business Associate Agreement upon written notice to Business Associate.



2. Material Breach by Covered Entity: If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Business Associate Agreement, Business Associate must take reasonable steps to cure the Breach or end the violation. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Business Associate Agreement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Business Associate shall either (a) terminate the Service Agreement and the Business Associate Agreement, if feasible or (b) if termination of the Service Agreement and Business Associate Agreement is not feasible, Business Associate shall report the problem to the Secretary of HHS.

#### **C. Obligations of Business Associate Upon Termination**

Upon termination of this Business Associate Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section III of this Business Associate Agreement to such information, and limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

#### **D. Indemnification for Violations**

Any violation of this Business Associate Agreement may cause irreparable harm to the Covered Entity. Therefore, Covered Entity may seek any legal remedy for such harm, including an injunction or specific performance. Business Associate shall indemnify and hold the Covered Entity harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Business Associate Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners and/or Subcontractors. Business Associate shall fully indemnify and save harmless the Covered Entity from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners and/or Subcontractors; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Covered Entity.

## **VI. AMENDMENT**



**A. Amendment to Comply with Law**

The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and other applicable laws relating to the security or confidentiality of PHI.

**B. Written Amendment Required**

The Business Associate Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

**VII. NO THIRD-PARTY BENEFICIARIES**

Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associates and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

**VIII. NO WAIVER**

No waiver of a breach of any provision of this Business Associate Agreement shall be construed to be a waiver of any breach of any other provision of this Business Associate Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Business Associate Agreement shall be construed to be a waiver of such breach.

**IX. INDEPENDENT CONTRACTOR RELATIONSHIP**

This Business Associate Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

**X. NOTICE**

Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

**TO: Erie County Department of Senior Services**  
Rath Building  
95 Franklin Street, 13<sup>th</sup> floor  
Buffalo, New York 14202



**Attn:** Daniel Szewc

**TO: Catholic Charities of Buffalo, NY**  
741 Delaware Ave.  
Buffalo, New York 14209

**Attn:** Dennis C. Walczyk

## **XI. SEVERABILITY**

If any section or portion of this Business Associate Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Business Associate Agreement.

## **XII. INTERPRETATION**

The terms and conditions of this Business Associate Agreement shall supersede any conflicting terms and conditions in the Service Agreement between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Business Associate Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, the Identity Theft Rules and state law. The parties agree that any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, the Privacy and Security Rules, the Identity Theft Rules, and other applicable state and federal laws.

## **XIII. STATE LAW**

Nothing in this Business Associate Agreement will be construed to require Business Associate to Use or Disclose PHI in violation of New York State law.

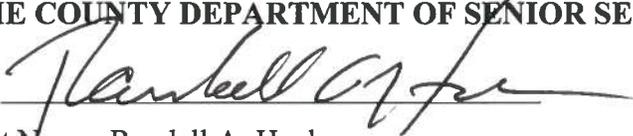
## **XIV. GOVERNING LAW**

To the extent not superseded by Federal law, the rights and obligations of the Parties hereto under this Business Associate Agreement shall be governed by the laws of the State of New York without regard for its conflicts of laws provisions. Any action arising out of or related to this Business Associate Agreement shall be brought in, and the parties agree to the jurisdiction of, the Supreme Court, located in Erie County, State of New York. If the matter is brought in Federal Court, the parties agree to the venue of the Western District of New York.

**IN WITNESS WHEREOF**, the parties hereto have duly executed the Business Associate Agreement as of the Business Associate Agreement Effective Date.



**ERIE COUNTY DEPARTMENT OF SENIOR SERVICES**

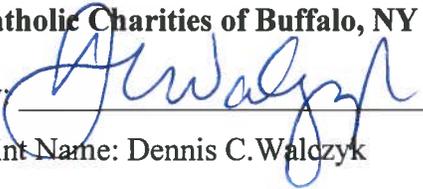
By: 

Print Name: Randall A. Hoak

Title: Commissioner

Date: 2/13/14

**Catholic Charities of Buffalo, NY**

By: 

Print Name: Dennis C. Walczyk

Title: CEO

Date: 12-12-14

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]  
Signature

STATE OF New York Verification  
COUNTY OF Erie ) 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) Dennis C. Malozuk, being duly sworn, states that he or she is the Name of Corporate Officer \_\_\_\_\_, of Police Charlie, 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 12<sup>th</sup>  
Day of January, 2015

Rosa C. Rojas  
ROSA C ROJAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RO6234764  
Qualified In Erie County  
Commission Expires January 24, 2016

# SENIOR SERVICES-GRANTS

## AREAWIDE AGENCY ON AGING (III-B)

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 plan and provide a comprehensive service delivery system for older persons. This grant supports various services which are not provided by task-specific grants and programs for the elderly. These services include additional transportation support, outreach, centralized information and referral, casework management, home services, friendly visiting, legal counseling, senior discount cards, energy assistance information, telephone assurance, adult day care as respite, and support to the RSVP program. These services are provided by a variety of community-based agencies under contract with the Department of Senior Services. The grant also supports planning, fiscal and administrative functions in the Department of Senior Services.

<b>Total Appropriation</b>	<b>\$1,758,391</b>
<b>Federal Share</b>	<b>\$1,423,391</b>
<b>State Share</b>	<b>—</b>
<b>Other Local Sources</b>	<b>\$ 106,000</b>
<b>County Share</b>	<b>\$ 229,000</b>

## COMMUNITY SERVICES FOR THE ELDERLY (CSE)

This grant is a continuation of an existing grant for the entitlement period 4/1/15 to 3/31/16. The purpose of this grant is to identify elderly persons most in need of assistance and to target services to them by coordinating services provided by community agencies. The grant is used to provide numerous services to the high-risk elderly age sixty or older. These services include transportation, case management, information and assistance, adult day care, chore, etc. The grant is funded by New York State, client contributions and a required county share.

<b>Total Expense</b>	<b>\$1,852,658</b>
<b>Interdepartmental Billing</b>	<b>\$ (92,284)</b>
<b>Total Appropriation</b>	<b>\$1,760,374</b>
<b>Federal Share</b>	<b>—</b>
<b>State Share</b>	<b>\$1,317,922</b>
<b>Other Local Sources</b>	<b>\$ 210,910</b>
<b>County Share</b>	<b>\$ 231,542</b>

Fund: 281  
 Department: Senior Services  
 Grant: Areawide Agency on Aging  
 163III-B2015  
 Period: 01/01/2015 - 12/31/2015

	2015 Department Request	2015 Executive Recommendation	2015 Legislative Adopted
<b>Appropriations</b>			
500000 Full Time - Salaries	723,810	723,810	-
500010 Part Time - Wages	56,172	56,172	-
500350 Other Employee Payments	4,176	4,176	-
502000 Fringe Benefits	462,610	462,610	-
505000 Office Supplies	7,255	7,255	-
506200 Maintenance & Repair	500	500	-
510000 Local Mileage Reimbursement	2,000	2,000	-
510100 Out Of Area Travel	3,000	3,000	-
510200 Training And Education	9,500	9,500	-
516020 Professional Svcs Contracts & Fees	62,285	62,285	-
516030 Maintenance Contracts	8,235	8,235	-
517194 Legal Services - Elderly & Disabled	291,519	291,519	-
517540 Catholic Charities	45,700	45,700	-
517633 Heart and Hands Faith in Action	40,000	40,000	-
530000 Other Expenses	3,000	3,000	-
916390 ID Senior Services Grant Services	18,824	18,824	-
980000 ID DISS Services	19,805	19,805	-
Total Appropriations	1,758,391	1,758,391	-
<b>Revenues</b>			
414000 Federal Aid	1,423,391	1,423,391	-
417000 Contributions-Participants	1,000	1,000	-
417060 Other Income Senior Services	4,000	4,000	-
466320 Subcontractor Match	33,000	33,000	-
466330 Other Local Match	68,000	68,000	-
479000 County Share Contribution	229,000	229,000	-
Total Revenues	1,758,391	1,758,391	-

Fund: 281  
 Department: Senior Services  
 Grant: Community Services for the Elderly  
 163CSE1516  
 Period: 04/01/2015 - 03/31/2016

	2015 Department Request	2015 Executive Recommendation	2015 Legislative Adopted
<b>Appropriations</b>			
500000 Full Time - Salaries	277,875	277,875	-
500010 Part Time - Wages	15,076	15,076	-
500350 Other Employee Payments	1,336	1,336	-
502000 Fringe Benefits	178,149	178,149	-
505000 Office Supplies	1,500	1,500	-
510000 Local Mileage Reimbursement	3,000	3,000	-
510100 Out Of Area Travel	2,500	2,500	-
516010 Contract Pymts Nonprofit Purch Svcs	1,000	1,000	-
516020 Professional Svcs Contracts & Fees	18,079	18,079	-
516023 Adult Day Care	143,633	143,633	-
516029 Software Support & Modifications	1,000	1,000	-
516030 Maintenance Contracts	26,528	26,528	-
517194 Legal Services - Elderly & Disabled	20,000	20,000	-
517521 American Red Cross	10,720	10,720	-
517561 Community Concern of WNY	66,075	66,075	-
517573 Concerned Ecumenical Ministry	45,580	45,580	-
517693 Lt. Col. Matt Urban Center	293,530	293,530	-
517737 Northwest Buffalo Community Center	64,213	64,213	-
517741 Old First Ward Community Assoc	26,630	26,630	-
517755 People, Inc	62,680	62,680	-
517785 Schiller Park Community Services	249,487	249,487	-
517797 South Bflo Comm Development Assoc	116,565	116,565	-
517829 Town of Amherst Senior Center	87,500	87,500	-
517853 West Side Community Services	29,478	29,478	-
530000 Other Expenses	74,725	74,725	-
561440 Motor Vehicles	31,676	31,676	-
916390 ID Senior Services Grant Services	(92,284)	(92,284)	-
980000 ID DISS Services	4,123	4,123	-
Total Appropriations	1,760,374	1,760,374	-

Town of Concord  
Town of Evans  
Town of Lancaster  
Town of Orchard Park  
Town of West Seneca

- III. To provide Adult Day Care/Respite services up to the aggregate amount appropriated for such services for the period January 1, 2015 through March 31, 2016:

Aurora Adult Day Services an assumed name of Aurora Adult Day Care Center  
Catholic Charities of Buffalo  
Kaleida Health - Amherst Adult Day Services  
Kaleida Health - DeGraff Adult Day Care  
Lord of Life Adult & Child Services, Inc.  
Lakeshore Child Care Center, Inc. d/b/a Lakeshore Family Center  
Menorah Campus, Inc., (d/b/a The Harry and Jeanette Weinberg Campus)  
People, Inc.  
Town of Hamburg by and through Town of Hamburg Senior Services

- IV. To enter into contracts with Supportive Services Corporation, Inc., to administer employment programs for seniors, for the period January 1, 2015 and through June 30, 2016.

- V. For the provision of various aging services – including telephone assurance, health promotion, volunteer assistance, legal assistance and geriatric counseling for the period January 1, 2015 through December 31, 2015:

**Catholic Charities of Buffalo**

Hearts and Hands: Faith in Action  
Legal Services for Elderly, Disabled or Disadvantaged of WNY, Inc.  
Jewish Family Services of Buffalo

- VI. For the provision of case management, information and referral, chore and transportation services for the period April 1, 2015 through March 31, 2016:

American Red Cross, Serving Erie and Niagara Counties  
Catholic Charities of Buffalo  
Community Concern of WNY, Inc.  
The Concerned Ecumenical Ministry to the Upper West Side of Buffalo, New York, Inc.  
Hispanics United of Buffalo, Inc.  
Lt. Col. Matt Urban Human Services Center of WNY, Inc., an assumed name of Polish Community Center of Buffalo, Inc.  
Massachusetts Community Center & Development Corp., Inc. d/b/a West Side Community Services  
Northwest Buffalo Community Center, Inc.  
Old First Ward Community Association, Inc.  
People Inc.  
Schiller Park Community Services, Inc.  
South Buffalo Community Association