ERIE COUNTY DEPT. OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: Transportation and Escort Services

2. CONTRACT PERIOD: From January 1, 2015 to December 31, 2015

3. VEHICLE INFORMATION: Primary Vehicle: 2007 Ford 12 Passenger Van Vin# 1FBNE31L87DB34943

Available Spares: TBD

4. ORGANIZATION:

Name: **Town of Evans**

Mailing Address: Evans Town Hall
8787 Erie Road
Angola, New York 14006

Office Phone: (716) 549-5787

Executive Director/Administrator: Keith Dash, Town Supervisor

Email: supervisor@townofevans.org

6. PROGRAM CONTACT:

Name, Title: Laurie Ludwig, Senior Clerk

Mailing Address: 8787 Erie Road
Angola, New York 14006

Office Phone: (716) 549-0970

Email: parks@townofevans.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

Town of Evans

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

Evans Town Hall
8787 Erie Road, Angola, New York 14006

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

Provide transportation services to high-risk elderly from their homes to and from medical, nutritional, financial, social, shopping, and personal needs appointments.

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.

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

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

ARTICLE II: TERM OF THIS AGREEMENT

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

Section 2.2 Termination.

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

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

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

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

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

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

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

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

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

ARTICLE III: BASIC OBLIGATIONS OF AGENCY

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

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

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

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

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

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

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

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

Section 3.8 Non-assignability and Subcontract Agreements. The Agency shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or of its right, title, or interest herein or its power to execute this Agreement to any person or corporation without the

previous consent, in writing, of the County. All agreements between the Agency and a subcontractor(s) shall be by written contract only. Any subcontract submitted for approval by the County must provide in writing that the Agency will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between the Agency and the County and any other requirement applicable to the Agency in the provision of contract services. Where required by New York State law, all subcontractors shall be licensed and certified to perform contract services by the Offices of New York State. All subcontracts entered into by the Agency shall be written in accordance with all local, New York State and Federal laws, rules and regulations and shall be available for review by the County and the Offices of New York State. No subcontract shall provide for the County to incur financial obligation. All subcontracts entered into by the Agency with a subcontractor shall be governed by applicable provisions of New York State law relating to conflict of interests. The Agency shall not be relieved of any responsibility under this Agreement by any subcontract. The Provider shall require by written agreement all subcontractors and their employees to observe all applicable local, New York State and Federal laws, rules and regulations relating to the confidentiality of client records and information.

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

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

ARTICLE IV: PAYMENTS FOR SERVICES

Section 4.1 Amount payable by the County. The agency agrees to accept the use of one 2007 Ford 12 Passenger Van Vin# 1FBNE31L87DB34943 in full consideration for the Agency services referred to in this contract. In addition, there may be vans available for use as back-up vehicles with the prior approval of the Project Administrator or the Senior Dispatcher. In the event that the County makes vehicles available, or changes the above mentioned vehicle to be another vehicle, the County shall provide the Agency with written notice of such changes and the effective date thereof and the Agency shall accept the vehicle or change thereof without amendment to this Agreement. Except as otherwise expressly stated in this Agreement, no payment shall be made the County to the Agency for out-of-pocket expenses or disbursements made in connection with contract services to be performed hereunder.

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:

Supervisor Keith Dash
Town of Evans
Evans Town Hall
8787 Erie Road
Angola, New York 14006

Section 7.16 Non-discrimination The Agency: 1) shall not discriminate against any

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

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

Section 7.18 New York Executive Order 38. Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Agency be considered a covered provider thereunder, Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis.

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

THE COUNTY OF ERIE

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

Date: _____

Town of Evans

By: Keith E. Dash
Name: Keith Dash
Title: Town Supervisor

Date: 12/8/14

Transportation & Escort Services

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 # _____

SCHEDULE A
STATEMENT OF SERVICES
Transportation and Escort Services

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. Curb to curb transportation and escort service for persons sixty (60) and over residing in the designated service area of the Agency. Vehicle(s) will also assist in enroute pickup and drop off to achieve service efficiencies throughout the transportation network.

B. The purpose of this program is to provide service to individuals living independently in the service area. Independent living shall be defined to include private homes, apartments, senior apartments and patio homes. For purpose of this program, nursing homes or assisted living shall not meet the definition of independent living. Focus must be on the elderly at high risk for institutionalization. A high risk individual is defined as one, who because of low income, functional difficulties, or social isolation is unable to utilize alternative modes of transportation.

C. Provide the total cost of operating the van(s), including driver's salary, operating and maintenance costs.

D. Provide service in accordance with the following priorities: vital services (health, income maintenance, and nutrition), social services, shopping activities, personal business and volunteer services.

Transportation Services will be provided to:

- **Individuals 60 years of age and over,**
- **Who have no other means of transportation and**
- **Who are not eligible for Medicaid transportation.**

For new participants in the program, completed registration forms must be sent to the Transportation Unit of Erie County Department of Senior Services.

The Agency will provide a registered, insured, New York State inspected, and properly maintained vehicle for transportation services. A schedule of the vehicle's availability (days of the week and times) will be provided by the Agency. **Changes in the availability will not be accepted less than 17 business days in advance. The Agency will provide for a back-up driver to maintain scheduled services.** County Dispatch will take reservations directly from the participants, create weekly schedules and send them to the Agency. Transportation Services will be provided based on the weekly schedules received from the County Dispatch.

County owned vehicles shall be used for official business only. Vehicles shall not be used by the Agency staff for personal use or errands.

The Agency, it its sole cost and expense, may install Global Position Systems (GPS) and/or Automatic Vehicle Location (AVL) system in the County owned vehicle(s) provided that such system will not interfere with any County owned system, if any. In the event the Agency installs a GPS or AVL system, it shall notify the Department immediately. Any GPS or AVL system may be removed at the County's direction or upon expiration or non-renewal of the Agreement and at the Agency's expense. Upon request by the County, the Agency shall provide to the County any reportable data generated by such GPS or AVL S system for the time period(s) specified by the County. The Agency shall at all times be accountable and responsible for any electrical issues or damage to the vehicle(s) related to the installation, operation and or removal of the GPS or AVL system and shall hold the County harmless for any maintenance or repairs needed resulting from the installation, operation or removal of the GPS or AVL system.

2. **Contract Property**

A. It will be the responsibility of the Agency to maintain each vehicle in a closed structure or secure, fenced area when not in use. This structure or area must meet the requirements of the Department of Senior Services. 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.

B. All requirements of the Agreement and attached Schedules shall apply to any "spare vehicle" which may come into possession and/or use of the Agency, including, but not limited to: insurance, defense and indemnification, maintenance and housing of the spare vehicle while in possession of the Agency.

C. Agency shall be responsible for return of the "spare vehicle" to the providing Agency or County in the same condition as when received, including fuel level.

3. **Contribution Income**

The Agency shall use its best effort to maximize applicable income, consistent with the provisions of this Agreement relating to contract clients, and with a view toward increasing the funds available for contract services. The Agency shall establish and maintain a contribution schedule subject to the approval of the Department, as required by the New York State Office for the Aging. The Agency shall cooperate with the Department in efforts to receive funds from those programs where appropriate. Participants must be informed of and provided with the opportunity to voluntarily contribute to the cost of services. **The suggested contribution is $3.00 one way or $6.00 round trip, and for wheelchair van the suggested contribution is $8.00 one way or $16.00 round trip.** Participants may determine for themselves the contribution they are able to make. Under no circumstances will any individual be refused service because of inability to contribute. A sign which explains the contributory nature of the program, which has been approved by the County, should be prominently displayed in the van.

In order to insure confidentiality of contributions, plain envelopes will be distributed to passengers as they get on the van. The envelopes are then deposited by the passengers into a locked box as they leave the van. The subcontracting agency will assume responsibility for collecting the contributions and depositing them in a separate income account. Amounts received from the participants must be utilized solely for the operation of this service. Contributions received and the manner in which these contributions are expended, must be reported to the County on a monthly

basis.

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

4. **Program 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.

C. Performance Measures Reporting: The Agency agrees to provide reports derived from a transportation survey (conducted as instructed by the Department) or other means, to demonstrate that basic client needs are addressed and/or independence is maximized.

Part II - Representations and Application

5. **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):

8787 Erie Road, Angola nY 14006

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

Address(es) of vehicle(s) if different from above.

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

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

6. **Description of Service Activities**

Describe the activities for which vehicle(s) is (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). Identify methods that will be used to evaluate the effectiveness and quality of the service. (Ex. client satisfaction surveys).

A. Type of Service (Specify) Transportation of Seniors 60+ years

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

SEE ATTACHED

C. Date/ Time blocks the van is expected for use of service under this agreement. Note:

SEE ATTACHED

2014 VAN CONTRACT
Between
Town of Evans and Erie County Department of Senior Services

Page A – 3

6. **Description of Service Activities**

B. **Plan of Action – This is a transportation program for mobile senior citizens. Medical appointments are always the first priority. All other uses of this transportation are considered important as this is often a lifeline for our clients. The limitations that we have are – the van is not on the road on Thursdays; we have had to deny pets traveling with seniors. We were advised years ago that a senior had to be able to maneuver on their own to qualify to use the van service. The driver will certainly help a client into and out of the van. The driver will also often carry groceries to the client's door.**

C. **Day/Time Blocks van is excluded from use for service under this agreement. Any change requires a minimum two week notice to the County during the term of this Agreement – The van is in use 8:00 a.m. – 4:00 p.m. Monday, Tuesday, Wednesday and Friday when needed. The van is never on the road on Thursday. The driver works his lunch time into the day's schedule. The driver will pick clients up before 8:00 a.m. if it helps make the schedule work more efficiently, likewise the the driver has stayed out longer than 4:00 p.m. if a client was running late at his/her appointment.**

8. **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). We have seen a decline over the years in the number of clients using the van service. Advertising is done in our local Pennysaver, the Town of Evans Senior Center, flyers are posted through out the Town Hall and also included in the Welcome packets given to new residents. Information is also given to Community Concern and the Senior Housing facilities located in the Town of Evans.**

Any change in this schedule requires a minimum 17 business days notice to the County during the term of this agreement.

D. A unit of service is defined as each one-way trip per person. Total number of service units to be provided: 860+

7. **Geographic Area Served**

Using specific street boundaries identify the geographic service area for the service in this application, detailed on a map if available. Residents living in Evans in the following zip codes 14006 (Angola), 14047 (Derby), 14027 (Brant) 14057 (Eden) 1411 (North Collins).

8. **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).

SEE ATTACHED

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.

Work with Community Concern and other Senior facilities to alert them to this service.

9. **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? 1 %

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. OTHER AGENCIES AND ADVERTISING

10. **Collection of Contributions**

Specify the methodology used to afford a person the opportunity to contribute toward the cost of the service they receive. Include how they will be informed of the contribution policy, suggested contribution level methods used to insure confidentiality, and procedures employed to account for and safeguard all donations received. The suggested contribution level is **$3.00** for each one way trip and **$8.00** for each one way trip for wheel chair transportation.

11. **Minimum Qualifications of van operators**

Supply copies of the following:

a. Current, valid driver's license

b. Proof of clean license record – no moving violations.

12. **Amendments to this Application**

The Applicant assures that it will submit to the County 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2014

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

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

PRODUCER
The Evans Agency, LLC
One Grimsby Drive
Suite 200
Hamburg NY 14075

CONTACT NAME: Joanne Sack
PHONE (A/C, No, Ext): (716) 549-3500 FAX (A/C, No): (716) 926-8690
E-MAIL ADDRESS: jsack@evansagencyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: U.S. Specialty Ins. Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Town of Evans
8787 Erie Road
Angola NY 14006-0000

COVERAGES CERTIFICATE NUMBER: CL1492208228 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPKG80620064	9/1/2014	9/1/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CPKG80620064	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CPKG80620064	9/1/2014	9/1/2015	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Erie is included as Additional Insured - re: Senior Services Program per contract

RECEIVED
OCT 15 2014
DEPT. OF SENIOR SERVICES CONTRACTS

ORIGINAL DOCUMENT ON FILE
OCT 16 2014
IN LAW DEPARTMENT

CERTIFICATE HOLDER

County of Erie
c/o Department of Law
Catherine Walsh
95 Franklin Street
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
R Miller Jr/JSACK

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STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Town of Evans 8787 Erie Road Angola, NY 14006	**1d. Business Telephone Number of Business referenced in box "1a"** 716-549-5754
1b. Effective Date of Membership in the Group 07/01/2010	**1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"**
1c. The Proprietor, Partners or Executive Officers are ☐ **included (only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded**	**1f. Federal Employer Identification Number of Business referenced in Box "1a"**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Erie 95 Franklin Street Buffalo, NY 14202	**3. Name and Address of Group Self-Insurer** NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Eric Hartcorn 07/01/2013 – 06/30/2014
(Print name of authorized representative of the Group Self-Insurer) Date

Certified by: _____
(Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409

GSI-105.2

ORIGINAL
DEC 10 2013

RECEIVED
DEC 5 2013
DEPT. OF SENIOR SERVICES
CONTRACTS

TOWN OF EVANS POLICE DEPARTMENT
8787 Erie Road, Angola, NY 14006
716-549-3600 FAX716-549-6089

CRIMINAL/DMV AUTHORIZATION FOR RECORD CHECK

State of New York
County of Erie
Town of Evans

Date: 12/12/14

I, John Fowler, do hereby authorize the Town of Evans Police Department to check and receive any information regarding my criminal record and sex offender registry, if any, and that relates to my drivers license or operating record including disciplinary measures, to include but not be limited to any and all record furnished by the New York State Department of Motor Vehicles.

Signature

9159 Erie Rd
Current Address

Angola NY 14006

8/20/79
Date of Birth

716-548-6914
Phone Number

Signature of Witness

Beth Rammacher
Witness Name Printed

NO RECORD
Detective Bureau
Town of Evans Police
Date 12-12-14

NOTE: It is the responsibility of the employee to notify the Town of Evans of an arrest for any criminal violation.

Please return to: Diana Cafferty
Supervisor's Office
Town of Evans
8787 Erie Road
Angola NY 14006

CENTRAL POLICE SERVICES
NYSPIN INQUIRY MESSAGES

Inquiry Type: DALL

Printed: 12/12/2014 10:00:38

MESSAGE TO NYSPIN

```
69920002006992
SEVN DALL
ORI/.NY0146300.NAM/FOWLER,JOHN,C
.DOB/08201949.SEX/M
.MOR/Y.MIS/MASULLO, ERNEST
```

RESPONSE FROM NYSPIN

```
69920002006992
*** NO PERSON ON LOCAL WARRANT FILE (NAME QUERIED)***

*** NO PERSON ON LOCAL MISSING PERSONS FILE (NAME QUERIED)***
69920002006992
NCIC PTST SEVN 1000

NY0146300

***MESSAGE KEY QW SEARCHES WANTED PERSON FILE FELONY RECORDS REGARDLESS OF
EXTRADITION AND MISDEMEANOR RECORDS INDICATING POSSIBLE INTERSTATE
EXTRADITION FROM THE INQUIRING AGENCY'S LOCATION.  ALL OTHER NCIC PERSONS
FILES ARE SEARCHED WITHOUT LIMITATIONS.
MKE/WANTED PERSON
EXL/4 - NO EXTRADITION - INSTATE PICK-UP ONLY. SEE MIS FIELD FOR LIMITS
ORI/WI005015G NAM/FOWLER,DENNIS A SEX/M RAC/W POB/WI
DOB/19490820 HGT/600 WGT/175 EYE/HAZ HAI/BRO FBI/563712G
SOC/392544606
OFF/PROB VIOLATION - SEE MIS
OOC/LARCENY
DOW/20040308 OCA/339243-A
MIS/CONTACT PP AGENT 40105 AT 920 424 7603 IF NO ANSWER PLEASE ORI CONV THEFT
DNA/N
ORI IS WISCONSIN DEPARTMENT OF CORRECTIONS GREEN BAY 608 240-3949
DOB/19490720
AKA/COLLINS,RICHARD L
AKA/CORD,ALEX THOMAS
AKA/FOWLER,ALLEN CLAYTON
AKA/FOWLER,DENNIS AL
NIC/W042150988 DTE/20110212 1930 EST DLU/20110212 1931 EST
IMMED CONFIRM WARRANT AND EXTRADITION WITH ORI
69920002006992
*** NO PERSON ON LOCAL WARRANT FILE (NAME QUERIED)***

*** NO PERSON ON LOCAL MISSING PERSONS FILE (NAME QUERIED)***
69920002006992
NYMV DALL SEVN 1000
EALFOWLER,JOHN,C  082049M
TODAYS DATE: 2014-12-12 10:00:11        CLIENT ID:      467181981
FOWLER,JOHN,C                      DOB: 1949-08-20      SEX: MALE
9159 ERIE RD APT 20             HEIGHT: 5 FEET 07      EYES: HAZEL
ANGOLA   NY 14006               COUNTY: ERIE
                        MOTORIST ID #: F15859 40443 755440-49000
LICENSE CLASS: CDL *B*
   EXPIRATION: 2020-08-20
       STATUS: VALID
 RESTRICTIONS: CDL INTRASTATE ONLY, SCHOOL BUS/MUNICIPAL VEHICLE ONLY
 ENDORSEMENTS: PASSENGER
CDL ENDORSEMENTS: PASSENGER
CDL RESTRICTIONS: SCHOOL BUS/MUNICIPAL VEHICLE ONLY, CDL INTRASTATE ONLY
```

NEW YORK STATE
COMMERCIAL DRIVER LICENSE
USA
Barbara J. Fiala
Class B
ID 467 181 981
FOWLER
JOHN.C
9159 ERIE RD APT 20
ANGOLA, NY 14006
Sex M Height 5'-07" Eyes HAZ
DOB 08/20/1949
Expires 08/20/2020
E P
R A3 K
Issued 03/31/2014
JOHN FOWLER
AUG 49

Restrictions
A3 Mod Cert Exempt
K CDL Intrastate Only
Endorsements:
P Passenger
UDAAQ72B12
dmv.ny.gov
01205 000158992 83

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. <u>Drug-Free Workplace</u>

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

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

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and, (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

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

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

(e) Notifying the agency in writing, within **TEN** calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within **30** calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

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

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

Schedule D
Standard Assurances Applicable to All Programs

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

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

Federal Statutes, Regulations, and Policies

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

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

State Statutes, Regulations, and Policies

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

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

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

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

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

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

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

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

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

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

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

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

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

1) older adults residing in rural areas;

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

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

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

4) older adults with limited English proficiency;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Standard Assurances Applicable to Title III-B

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

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

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

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

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

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

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

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

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

Standard Assurance Applicable to Title III-C

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

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

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

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

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

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

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

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

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

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

Standard Assurances Applicable to Title III-E Caregiver Program

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

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

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

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

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

1) Information about available services;

2) Assistance in gaining access to the services;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Standard Assurances Applicable to CSE and EISEP

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

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

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

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

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

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

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

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

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

Standard Assurance Applicable to CSE

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

Standard Assurance Applicable to EISEP

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

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

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

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

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

Standard Assurance Applicable to CSI

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

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

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

quality of the service provided.

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

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

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

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

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

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

Standard Assurances Applicable to Emergency Preparedness Plans

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

Standard Assurances Applicable to Mental Health Services

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

Standard Assurances Applicable to Title V

44. **Title V**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2) An opportunity for an informal conference;

3) A prompt determination of the issue;

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

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

D. AAA agrees that it will:

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

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

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

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

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

H. Eligibility Criteria and Enrollment Priorities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. Term Limits:

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

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

SCHEDULE 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 Town of Evans ("Business Associate") is made and entered into effective the 1st 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 Transportation and Escort Services 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 Town of Evans. 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, 13th floor
Buffalo, New York 14202

Attn: Daniel Szewc

TO: **Town of Evans**
Evans Town Hall
8787 Erie Road
Angola, New York 14006

Attn: Keith Dash

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: 1/21/15

Town of Evans

By: _____

Print Name: Keith Dash

Title: Town Supervisor

Date: 12/8/14

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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.

Keith E. Dash
Signature

Verification

STATE OF New York)
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)

Keith E. Dash, being duly sworn, states that he or she is the ~~Name of Corporate Officer~~ Supervisor, of the Town of Evans, 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 7th
Day of January, 2015
Lori A. Szewczyk

LORI A. SZEWCZYK
Notary Public, State of New York
No. 01SZ6030580
Qualified in Erie County
Commission Expires 07/18/2018

TOWN OF EVANS

8787 Erie Road • Angola, NY 14006-9600
www.townofevans.org

KEITH E. DASH, *SUPERVISOR*
Telephone (716) 549-5787

LYNN M. KRAJACIC, TOWN CLERK
Telephone (716) 549-8787

COUNCILMEN
DENNIS M. FELDMANN
PAUL T. COOPER

TOWN ATTORNEY
J. GRANT ZAJAS

RESOLUTION 2014-332 Authorize Supervisor to sign agreement with Erie County Senior Services for Erie County Van

Supervisor Dash moved and Councilman Cooper seconded,

WHEREAS, the contract with the Erie County Transportation and Escort Services Contract is expiring on December 31, 2014; and

WHEREAS, the Board of the Town of Evans recognizes the need for transportation for the seniors of our community;

NOW THEREFORE BE IT RESOLVED, that the Evans Town Board authorizes the Supervisor to sign the Erie County Van contract for 2015 between the Erie County Senior Services and the Town of Evans.

VOTE RESULT: ADOPTED BY ROLL CALL
Councilman Feldmann-absent
Councilman Cooper-aye
Supervisor Dash- aye

STATE OF NEW YORK
COUNTY OF ERIE
TOWN OF EVANS

I, Lynn M. Krajacic, Town Clerk of the Town of Evans, County of Erie, New York, DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board of the Town of Evans at a meeting of said Board held on the 15th day of December 2014, and the foregoing is a true and correct transcript of said original resolution and of the whole thereof, and that said original resolution is on file in my office.

I DO FURTHER CERTIFY that each of the members of said Town Board had due notice of said meeting, and that Keith E. Dash- Supervisor and Paul T. Cooper- Councilman, were present at such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Evans, this 16th day of December 2014.

Lynn M Krajacic

Lynn M. Krajacic,
Town Clerk

Erie Regional Housing Development Corporation (The Belle Center)
Friends, Inc.
Hispanics United of Buffalo, Inc.
Los Tainos Senior Citizen Center, Inc.
Metro CDC/Delavan Grider Community Center
North Buffalo Community Development Corp.
Northwest Buffalo Community Center, Inc.
Schiller Park Community Services, Inc.
Seneca Babcock Community Assn., Inc.
South Buffalo Community Association, Inc.
The Salvation Army Tonawanda Corps the Salvation Army, a New York Corp.
The Salvation Army, a New York Corp.
Town of Alden
Town of Amherst by and through the Amherst Center for Senior Services
Town of Aurora
Town of Boston
Town of Cheektowaga
Town of Concord
Town of Evans
Town of Hamburg
Town of Lancaster
Town of Newstead
Town of Tonawanda
Town of Orchard Park
Town of West Seneca
Two Hundred Seventy Two to Two Hundred Eighty Linwood Ave., Inc.
d/b/a Baptist Manor, Inc.
Village of Kenmore
Village of Sloan
Walden Park Senior Housing II, L.L.C.
Williamstowne Apartments
United Church Manor Housing Development Fund Co., Inc.
University District Community Development Assn., Inc.
YMCA of Buffalo and Erie County

C. To obtain, distribute and serve home-delivered meals to approved homebound clients:

Kenmore Tonawanda Meals on Wheels, Inc. d/b/a Ken-ton Meals on Wheels
Meals on Wheels for Western New York, Inc.
Town of Amherst by and through the Amherst Center for Senior Services

II. For the operation of the Going Places Transportation Program vehicles as no County funding is required for the period January 1, 2015 through December 2015:

City of Lackawanna
City of Tonawanda
Town of Aurora
Town of Cheektowaga
Town of Clarence

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