

State of New York
FTA Section 5310 Program

LEASE AND SERVICE AGREEMENT
FOR CAPITAL EQUIPMENT

THIS AGREEMENT made this day of January 21, 2015,
by and between

County of Erie d/b/a Department of Senior Services

with offices at

95 Franklin Street, 13th Floor, Buffalo, New York 14202

hereinafter referred to as "Contractor" and

Schiller Park Community Services, Inc.

with offices at

2056 Genesee Street, Buffalo, New York 14211

hereinafter referred to as "Carrier".

W I T N E S S E T H:

WHEREAS, Section 5310 of Chapter 53, Title 49, U.S. Code provides for capital grants to private nonprofit corporations for the purpose of assisting them in providing transportation services meeting the special needs of elderly individuals and/or individuals with disabilities for whom mass transportation services are unavailable, insufficient or inappropriate; and

WHEREAS, the Federal Transit Administration has an established policy of encouraging the use of Section 5310 Program vehicles by private for profit operators; and

WHEREAS, the Contractor is a grantee/subrecipient for certain Capital Equipment or facilities under said federal program pursuant to an approved Project Application and a written Agreement with the State; and

WHEREAS, the Carrier is not a public body engaged in the provision of mass transportation service for the general public; and

WHEREAS, the Contractor has agreed to lease said Capital Equipment to the Carrier for the purpose of providing certain transportation service to elderly individuals and/or individuals with disabilities pursuant to said Project Application and Agreement with the State,

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Contractor and the Carrier agree as follows:

1. Definitions. As used in this Agreement:

"Department" means the Department of Transportation of the State of New York.

"State" means the State of New York.

"FTA" means the Federal Transit Administration of the United States Department of Transportation.

"Project Application" means the federal Section 5310 capital application(s) submitted by the Contractor to, and as approved by, the Department and FTA for certain Capital Equipment described in Appendix C of this Agreement, including all project supporting information submitted therewith.

"Capital Equipment" means the vehicles obtained by the Contractor through the federal Section 5310 program administered by the State through the Department, said equipment to be that described in Appendix C.

"Service Period" means the period of time set forth in Appendix C of this Agreement.

"Transportation Service" means the authorized passenger transportation services to be provided by the Carrier during the Service Period, as described in Appendix C of this Agreement.

"Commissioner" means the Commissioner of Transportation of the State of New York or his/her duly authorized representatives.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the lease of the Capital Equipment to the Carrier and the rendering of certain Transportation Service by the Carrier utilizing said Capital Equipment, and to state the terms, conditions and mutual understandings of the parties governing said lease, and the operation and maintenance of the Capital Equipment.

3. Documents Forming the Agreement. This Agreement consists of this document and the following listed attachments:

- Appendix A -- Standard Clauses for NYS Contracts
- Appendix B -- Federal Government Required Clauses (FTA)
- Appendix C -- Scope of Work and Financial Reimbursement
- Appendix D -- Contractor's Authorizing Document
- Appendix E -- Disposition of Equipment

This Agreement also consists of the following documents, which are incorporated by reference:

- (a) Contractor's approved FTA Section 5310 Project Application submitted to the Department;
- (b) Agreement(s) Between Contractor and the State (State Contract No.(s) **C034051**).

4. Title to Capital Equipment. Title to the Capital Equipment shall remain in the name of the Contractor, subject to the restrictions on use and disposition as set forth in this Agreement.

5. Use of Capital Equipment. (a) The Carrier agrees that the Capital Equipment leased from the Contractor in accordance with this Agreement will be used solely for the provision of passenger transportation service as described in Appendix C of this Agreement.

(b) Any unauthorized use of said Capital Equipment that is not in accordance with the Transportation Service as described herein shall be cause for termination of this Agreement by the Contractor or the Department. Use of the Capital Equipment to provide charter or sightseeing transportation service is permitted to the extent such use is consistent with the conditions specified in the Contractor's approved Section 5310 Project Application, except as otherwise provided in Appendix C. Use of the Capital Equipment to provide freight or emergency medical transportation is strictly prohibited.

(c) The Carrier shall submit to the Contractor such information or reports as the Contractor may from time to time request in connection with the use of the Capital Equipment. The Carrier shall immediately notify the Contractor and the Department in all cases where any of the Capital Equipment is used in a manner substantially different from that required by this Agreement.

(d) The Capital Equipment may not, at any time, be used exclusively for the personal transportation or private purposes of the employees, agents, representatives, clients or associates of the Contractor or the Carrier. Violation of this restriction shall be considered cause for the immediate termination of this Agreement by the Department or the Contractor.

6. Maintenance of Equipment. The Carrier agrees to keep the Capital Equipment in a safe and clean condition and in good working order, and to garage or store the equipment in a secure manner. The Carrier agrees to properly maintain the equipment according to the procedures described in the manufacturer's service manual and to generally accepted bus industry practices for such equipment.

Besides this normal maintenance, the equipment should be regularly inspected by trained maintenance personnel and any problems uncovered through this inspection corrected in a reasonable time. Components of equipment should be tested regularly and kept in good working order.

In addition, the Carrier agrees to comply with such other reasonable maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the Contractor may require.

7. Disposition of Equipment. Upon completion of the Service Period or upon termination of this Agreement, the Capital Equipment shall be returned to the Contractor for disposition in accordance with Appendix E of this Agreement.

8. Contracts of the Carrier. The Carrier shall not execute any contract, amendment thereto or change order, or obligate itself in any manner with any successor carrier or other sub-contractor with respect to the use or operation of the Capital Equipment under this Agreement without the prior written concurrence of the Contractor and the Department. The Contractor and the Department shall require the inclusion therein of such terms and conditions as they may deem necessary or desirable to effectuate the purpose of this Agreement as a pre-requisite to their approval. Such terms and conditions

shall include provision for compliance with all applicable rules, regulations and project supporting requirements of Section 5310 of Chapter 53, Title 49, U.S. Code as the latter are specified in the contractor's Project Application.

9. Termination or Suspension. (a) The parties to this Agreement may agree to terminate this Agreement at any time, according to mutually agreed upon terms and conditions which have been forwarded in writing to the Department for advance approval. Such terms and conditions shall include appropriate provision by the Contractor for the continuation of the Transportation Service to elderly individuals and/or individuals with disabilities as required in the Project application. Upon approval by the Department of such terms and conditions, this Agreement shall be terminated.

(b) If the Carrier, before completion, discontinues the Transportation Service pursuant to this Agreement or if, for any reason, the commencement, prosecution or timely completion of these services by the Carrier is rendered improbable, impossible or illegal, the Contractor, by written notice to the Carrier and the Department, may terminate any or all of the Contractor's obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

(c) Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of the use of Capital Equipment and such other action as the Contractor deems necessary; (2) furnishing a status report on the physical condition of the Capital Equipment; and (3) furnishing an estimate of the fair market value of the leased Capital Equipment.

10. Records and Documentation. The Carrier shall retain all data, reports, records, logs and other materials and information relating to activities covered by this Agreement for a period of (3) years following the termination date of the Service Period under this Agreement and shall make the same available to the Commissioner, the State Comptroller, the United States Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, for audit, inspection and copying, upon request.

11. Grant Responsibilities of the Carrier. The Carrier agrees to comply with the terms and conditions contained in the Contractor's approved Section 5310 Project Application and its Agreement with the State, and with all applicable rules, regulations and project supporting information and assurances of Section 5310 of Chapter 53, Title 49, U.S. Code. The Carrier agrees to accomplish and provide, all necessary actions, reports and other documentation as required by the Department for the Section 5310 program, or for the coordinated public transportation service, including but not limited to quarterly reports, insurance records, vehicle inspections, etc. The Carrier agrees to provide the annual certification of insurance described in Section 14 of this Agreement. Also, the Carrier shall submit to the Contractor copies of any documents or reports that are forwarded by the Carrier to the Department that pertain to the use of the Capital Equipment or this Agreement.

12. Approval by Department. This Agreement shall not be effective unless approved in writing by the Department.

13. Carrier Authorization under Federal, State and Local Law. In the event that any approval, permit, action, proceeding or authorization is required by applicable law, ordinance, rule or regulation to enable the Carrier to enter into this Agreement, or to undertake the Transportation Service, or to observe, assume, or carry out any of the provisions of this Agreement, the Carrier will initiate and complete such action as is so required.

14. Carrier Liability. The Carrier will be responsible for all damage to life and property due to activities of the Carrier, his subcontractors, agents or employees in connection with the utilization of the Capital Equipment leased from the Contractor pursuant to this Agreement. The Carrier shall indemnify and hold harmless the Contractor and the State and their employees from any and all claims, actions, suits, proceedings, costs, expenses, judgments, damages and liabilities, including reasonable attorneys' fees, arising out of or resulting from acts or omissions of the Carrier, its contractors, subcontractors, agents or employees, relating to the utilization of the Capital Equipment.

15. Insurance. (a) During the entire term of this Agreement, the Carrier shall maintain insurance covering each vehicle provided to the Carrier, with an insurance company or companies authorized and qualified to do such business in the State of New York, of the Types and at least in the amounts set forth below:

Coverage	Amounts
Bodily Injury Liability Protection	A. \$100,000 per person B. \$300,000 per occurrence for 1-12 seating capacity \$500,000 per occurrence for over 12 seating capacity
Property Damage Liability Protection	\$50,000 per occurrence
Combined Single Limit	\$1,000,000 per occurrence
Basic No-Fault Benefits (Personal injury protection)	Statutory
Uninsured Motorist Insurance	Statutory

(b) During the entire term of this Agreement, the Carrier shall EITHER:

1. Maintain Physical Damage insurance covering each vehicle provided to the Carrier, with an insurance company or companies authorized and qualified to do such business in the State of New York as follows:

Coverage	Limits	Maximum Deductible
Collision	Actual Cash Value	\$1,000
Comprehensive	Actual Cash Value	\$1,000

OR

2. Maintain as a demand deposit in a bank, trust company or industrial bank chartered to conduct business in the State of New York, an amount of money at all times equal to the five year straight line depreciated cost of each vehicle provided to the Carrier. The Carrier shall certify annually to the Contractor and the Department that such an account is being maintained, the name and location of the bank, trust company or industrial bank where maintained, the total amount in such account, and the vehicles covered thereby. None of the funds required to be maintained in any such account by this Agreement shall be withdrawn from such account or expended without written approval thereof by the Department first having been obtained by the Carrier. The Department shall not authorize any such withdrawal or expenditure except in cases where the funds to be withdrawn and expended are to be applied toward the repair or replacement if the vehicles covered thereby under this provision, and the Department may impose additional requirements to assure such use.

Annual certification of coverage's under 1. and/or 2. above shall be sent to the Contractor and the Department.

16. Inspection. During the term of this Agreement, the Carrier shall permit, and require its subcontractors to permit, the Chief Executive Officer of the Contractor, the Commissioner, the State Comptroller, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect the condition of the Capital Equipment and the operation of said Capital Equipment in Transportation Service and to inspect all data, records and accounts maintained by the Carrier that are required pursuant to this Agreement, at any time during the normal business hours of the Carrier.

17. Term of Agreement. The term of this Agreement shall be the entire Service Period specified in Appendix C of this Agreement, with the provisions of Section 10 of this Agreement remaining in effect as specified therein.

In witness whereof, the Contractor and the Carrier have executed this Agreement by and through their respective authorized representatives, effective the day and year first above written:

FOR THE CONTRACTOR:

BY **Mark Poloncarz/** Maria Whyte

SIGNATURE _____

TITLE **County Executive / Deputy County Executive**

DATE

FOR THE CARRIER:

BY Cheryl Buttino

SIGNATURE 

TITLE **Executive Director**

DATE *1/23/2015*

Approved as to content:

By: (Electronically Signed) _____ DATE _____
Randall Hoak
Commissioner Department of Senior Services

Approved as to form:

By: (Electronically Signed) _____ DATE _____
Martin Polowy
Assistant County Attorney

Document # 15 - _____ - SS

APPENDIX C

Scope of Work and Financial Reimbursement

Capital Equipment: The Contractor agrees to lease the following Capital Equipment to the Carrier for the Service Period of this Agreement (description of equipment):

2014 FORD E-450 PHOENIX, GAS, TYPE I, with wheel chair lift

Transportation Service: The Carrier agrees to provide the passenger transportation service for elderly individuals and/or individuals with disabilities described in the Contractor's approved Project Application(s), according to the terms and conditions specified therein, for the Service Period of this Agreement. During those periods when the Capital Equipment or a portion thereof is not needed for said service to elderly and/or disabled individuals, it may be used to provide passenger transportation service to other elderly and/or disabled individuals in a frequency approved by the Contractor.

The Carrier shall notify the Contractor and the Department in writing of any substantial proposed change(s) in the Transportation Service prior to any such change(s). For this purpose, the term "service" shall include, but not be limited to schedules, operating hours, routes, timetables, marketing, equipment, fares and passenger terminals and facilities.

In addition to the restrictions on the use of the Capital Equipment stated in Section 5 of this Agreement, the Carrier shall not use the Capital Equipment in charter bus service in competition with any private bus operator outside the area within which the Carrier provides the Transportation Service.

The Carrier shall keep a record of each instance of charter use of the Capital Equipment, and the vehicle-miles incurred by the Capital Equipment for each such instance, and submit a report detailing these instances to the Contractor and the Department on a quarterly basis, for any calendar quarter during which such instances have occurred.

APPENDIX D

Contractor Authorizing Document

Attach a copy of a notarized statement by the Chairman of the Board of Directors of the Contractor, authorizing this Agreement to be signed by the official of the Contractor stated therein.

APPENDIX E
DISPOSITION OF EQUIPMENT

This schedule sets forth the estimated useful life guideline targets for Section 5310 vehicles in New York State. To dispose of a Section 5310 vehicle you must notify the Department of Transportation in writing, providing the odometer reading, an appraisal of the current fair market value of the vehicle, and general information about the condition of the vehicle and why it can no longer be used for transportation purposes.

Vehicles meeting these standards can be disposed of only upon prior written approval from the Department in accordance with Section 9(d) of this Agreement. Failure to fully comply with this procedure by prematurely disposing of a vehicle will result in the grantee's payment of a sum equivalent to 80% of the vehicle's current fair market value as determined by the Department.

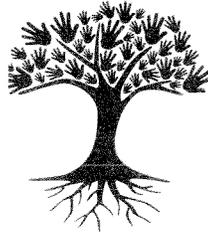
GENERAL USEFUL LIFE GUIDELINE TARGETS FOR PROJECT EQUIPMENT

Vehicle Type	Years of Service	Mileage to be Attained
12 to 25 Passenger	5	150,000
26 to 40 Passenger	7	200,000

Schiller Park Community Services, Inc.

George K. Arthur Community Center

2056 Genesee Street, Buffalo, NY 14211
Phone 716-896-1325 • Fax 716-892-2080



Schiller Park Senior Citizen Center

2057 Genesee Street, Buffalo, NY 14211
Phone 716-895-2727 • Fax 716-894-5904

January 23, 2015

Erie County Department of Senior Services
95 Franklin St
13th Floor
Buffalo, NY 14202

To Whom It May Concern:

I, Debbie Allen, Board President of Schiller Park Community Services, Inc., on behalf of our Board of Directors, designate the authority and responsibility for signing the Lease and Service Agreement for Capital Equipment contract to Interim Administrative Director, Cheryl Buttino. She can be contacted directly at the George K. Arthur Community Center, 2056 Genesee Street, Buffalo, New York 14211, or 716-896-4021, or by email at buttinoc@roadrunner.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Debbie Allen".

Debbie Allen
President, Board of Directors
Schiller Park Community Services, Inc.

Sworn to ~~me~~ on this 2nd day of February 2015
in person came Debbie Allen.

A handwritten signature in black ink, appearing to read "Sonia B. Swanson".

SONIA B. SWANSON
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01SW6280472
My Commission Expires April 29, 2017

OUR MISSION

To work in collaboration with others to help children and seniors improve their lives, while strengthening the community.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2014

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 Scott Danahy Naylon Co. Inc. 300 Spindrift Drive Williamsville, NY 14221 716 633-3400	CONTACT NAME: PHONE (A/C, No, Ext): 716 633-3400		FAX (A/C, No): 716-633-4306
	E-MAIL ADDRESS:		
INSURED Schiller Park Community Services Inc 2056 Genesee St Buffalo, NY 14211	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Harleystown Insurance Co		10674
	INSURER B: Harleystown Worcester Ins Co		26182
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY		MPA00000041712R	08/01/2014	08/01/2015	EACH OCCURRENCE		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$1,000,000	
						PRODUCTS - COMP/OP AGG	\$3,000,000	
							\$	
A	AUTOMOBILE LIABILITY		BA00000041714R	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident)		
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					\$1,000,000	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CMB00000041413R	08/01/2014	08/01/2015	EACH OCCURRENCE		
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$2,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$10000					AGGREGATE	\$2,000,000	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A			OTHER		
						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)

The Certificate Holder is listed as an additional insured under the liability with regard to the named insured only as required by a written contract or agreement.

ORIGINAL CERTIFICATE

[Signature]
OCT 28 2014

RECEIVED

OCT 20 2014

DEPT. OF SENIOR SERVICES
CONTRACTS

CERTIFICATE HOLDER County of Erie c/o Dept of Law 95 Franklin St, Rm 1634 Buffalo, NY 14202-3921	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William Scott Jr</i>
---	---

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 237355996
 SCHILLER PARK COMMUNITY SERVICES
 INC
 2056 GENESEE ST
 BUFFALO NY 14211

POLICYHOLDER SCHILLER PARK COMMUNITY SERVICES INC 2056 GENESEE ST BUFFALO NY 14211	CERTIFICATE HOLDER COUNTY OF ERIE DEPT OF LAW 95 FRANKLIN STREET ROOM 1634 BUFFALO NY 14202
---	--

POLICY NUMBER B 477 598-7	CERTIFICATE NUMBER 719800	PERIOD COVERED BY THIS CERTIFICATE 07/14/2011 TO 07/14/2015	DATE 7/3/2013
-------------------------------------	-------------------------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 477 598-7 UNTIL 07/14/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 07/14/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

RECEIVED
 JUL 28 2013
 DEPT. OF SENIOR SERVICES
 CONTRACTS

ORIGINAL
 2013 - 6 2013
 IN LAW
 ENT

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
 VALIDATION NUMBER: 233062549

SENIOR SERVICES-GRANTS

AREAWIDE AGENCY ON AGING (III-B)

This grant is a continuation of an existing grant for the entitlement period 1/1/15 to 12/31/15. The purpose of this grant is to plan and provide a comprehensive service delivery system for older persons. This grant supports various services which are not provided by task-specific grants and programs for the elderly. These services include additional transportation support, outreach, centralized information and referral, casework management, home services, friendly visiting, legal counseling, senior discount cards, energy assistance information, telephone assurance, adult day care as respite, and support to the RSVP program. These services are provided by a variety of community-based agencies under contract with the Department of Senior Services. The grant also supports planning, fiscal and administrative functions in the Department of Senior Services.

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

COMMUNITY SERVICES FOR THE ELDERLY (CSE)

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

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

Fund: 281				
Department: Senior Services				
Grant: Areawide Agency on Aging				
163III-B2015		2015	2015	2015
Period 01/01/2015 - 12/31/2015		Department	Executive	Legislative
		Request	Recommendation	Adopted
Appropriations				
500000	Full Time - Salaries	723,810	723,810	-
500010	Part Time - Wages	56,172	56,172	-
500350	Other Employee Payments	4,176	4,176	-
502000	Fringe Benefits	462,610	462,610	-
505000	Office Supplies	7,255	7,255	-
506200	Maintenance & Repair	500	500	-
510000	Local Mileage Reimbursement	2,000	2,000	-
510100	Out Of Area Travel	3,000	3,000	-
510200	Training And Education	9,500	9,500	-
516020	Professional Svcs Contracts & Fees	62,285	62,285	-
516030	Maintenance Contracts	8,235	8,235	-
517194	Legal Services - Elderly & Disabled	291,519	291,519	-
517540	Catholic Charities	45,700	45,700	-
517633	Heart and Hands Faith in Action	40,000	40,000	-
530000	Other Expenses	3,000	3,000	-
916390	ID Senior Services Grant Services	18,824	18,824	-
980000	ID DISS Services	19,805	19,805	-
	Total Appropriations	1,758,391	1,758,391	-
Revenues				
414000	Federal Aid	1,423,391	1,423,391	-
417000	Contributions-Participants	1,000	1,000	-
417060	Other Income Senior Services	4,000	4,000	-
466320	Subcontractor Match	33,000	33,000	-
466330	Other Local Match	68,000	68,000	-
479000	County Share Contribution	229,000	229,000	-
	Total Revenues	1,758,391	1,758,391	-

Fund: 281				
Department: Senior Services				
Grant: Community Services for the Elderly				
163CS1516		2015	2015	2015
Period 04/01/2015 - 03/31/2016		Department	Executive	Legislative
		Request	Recommendation	Adopted
Appropriations				
500000	Full Time - Salaries	277,875	277,875	-
500010	Part Time Wages	15,076	15,076	-
500350	Other Employee Payments	1,336	1,336	-
502000	Fringe Benefits	178,149	178,149	-
505000	Office Supplies	1,500	1,500	-
510000	Local Mileage Reimbursement	3,000	3,000	-
510100	Out Of Area Travel	2,500	2,500	-
516010	Contract Pymts Nonprofit Purch Svcs	1,000	1,000	-
516020	Professional Svcs Contracts & Fees	18,079	18,079	-
516023	Adult Day Care	143,633	143,633	-
516029	Software Support & Modifications	1,000	1,000	-
516030	Maintenance Contracts	26,528	26,528	-
517194	Legal Services - Elderly & Disabled	20,000	20,000	-
517521	American Red Cross	10,720	10,720	-
517561	Community Concern of WNY	66,075	66,075	-
517573	Concerned Ecumenical Ministry	45,580	45,580	-
517693	Lt. Col. Matt Urban Center	293,530	293,530	-
517737	Northwest Buffalo Community Center	64,213	64,213	-
517741	Old First Ward Community Assoc	26,630	26,630	-
517755	People, Inc	62,680	62,680	-
517785	Schiller Park Community Services	249,487	249,487	-
517797	South Bflo Comm Development Assoc	116,565	116,565	-
517829	Town of Amherst Senior Center	87,500	87,500	-
517853	West Side Community Services	29,478	29,478	-
530000	Other Expenses	74,725	74,725	-
561440	Motor Vehicles	31,676	31,676	-
916390	ID Senior Services Grant Services	(92,284)	(92,284)	-
980000	ID DISS Services	4,123	4,123	-
	Total Appropriations	1,760,374	1,760,374	-

NOW, THEREFORE, BE IT

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

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

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

NOW, THEREFORE, BE IT

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

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

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

For the period January 1, 2015 through December 31, 2015:

- Area Agency on Aging, Title III-B
- Congregate Dining Nutrition, Title III-C1
- Home-Delivered Nutrition, Title III-C2
- Disease Prevention and Health Promotion Services, Title III-D
- Elder Caregiver Support, Title III-E

For the period April 1, 2015 through March 31, 2016:

Community Services for the Elderly (CSE)

- Expanded In-Home Services for the Elderly (EISEP)
- Health Insurance Information, Counseling and Assistance (HIICAP)
- Wellness in Nutrition (WIN)
- New York State Retired Senior Volunteer Program (NYSRSVP)
- NYS Areawide Agency on Aging Transportation (AAATRAN)
- Congregate Services Initiative (CSI)

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