AGENDA
ELDER CARE COMMITTEE
JANUARY 28, 2019

PREVIOUS BUSINESS:
APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING AN AGREEMENT WITH CORE BTS, INC. FOR THE PURCHASE OF A NEW TELEPHONE COMMUNICATION SYSTEM FOR THE ALBANY COUNTY NURSING HOME

2. AMENDING RESOLUTION NO. 403 FOR 2017 WITH POINT CLICK CARE TECHNOLOGIES, INC. REGARDING ELECTRONIC, MEDICAL RECORDS AND FINANCIAL SOFTWARE

3. AUTHORIZING A GRANT APPLICATION TO ALBANY MEDICAL CENTER REGARDING THE DELIVERY SYSTEM REFORM INCENTIVE PAYMENT PROGRAM

4. AUTHORIZING AN AGREEMENT WITH THE ERIE COUNTY DEPARTMENT OF SENIOR SERVICES REGARDING A RESTAURANT CONGREGATE DINING PROGRAM

5. AMENDING RESOLUTION NO. 28 FOR 2018 WITH PETER YOUNG INDUSTRIES REGARDING THE PROVISION OF ADDITIONAL HOME-DELIVERED MEALS FOR SENIORS

6. AMENDING RESOLUTION NO. 29 FOR 2018 WITH SENIOR PROJECTS OF REVENA REGARDING THE PROVISION OF ADDITIONAL HOME-DELIVERED MEALS FOR SENIORS
7. AMENDING RESOLUTION NO. 33 FOR 2018 WITH SENIOR SERVICES OF ALBANY REGARDING THE PROVISION OF ADDITIONAL CONGREGATE MEAL SERVICES FOR SENIORS

8. AUTHORIZING AN AGREEMENT WITH ACCESS TRANSIT, INC. REGARDING TRANSPORTATION SERVICES FOR ELIGIBLE SENIORS

9. AMENDING RESOLUTION NO. 441 FOR 2017 WITH ACCESS TRANSIT, INC. REGARDING TRANSPORTATION SERVICES FOR ELIGIBLE SENIORS
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Committee on Elder Care of the Albany County Legislature met on October 22, 2018. Chairperson Willingham, Ms. Chapman, Messrs. Beston, Ethier, Signoracci and Commissio were present. Ms. McKnight, and Messrs. Touchette and Hogan were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously Approved.

1. Authorizing an agreement with Clarus Linen Systems regarding linen and cleaning supply services at the Albany County Nursing Home: The Executive Director appeared before the Committee and requested approval to enter into an agreement with Clarus Linen Systems to provide, maintain and clean linens, mops, rags and bags for the collection of these products for a two-year period, beginning on January 1, 2019 through December 31, 2020 in the total amount of $600,000. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing an agreement with Plaza Linen Services regarding resident laundry services at the Albany County Nursing Home: The Executive Director appeared before the Committee and requested approval to enter into an agreement with Plaza Linen to maintain resident’s personal laundry for a two-year period, beginning on January 1, 2019 through December 31, 2020 in the total amount of $210,000. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully Submitted,

COMMITTEE ON ELDER CARE

WANDA WILLINGHAM, Chairperson
NORMA J. CHAPMAN
FRANK J. COMMISSO
RALPH SIGNORACCI
ROBERT BESTON

LUCILLE M. MCKNIGHT
GILBERT ETHIER
BRIAN HOGAN
RICHARD TOUCHETTE
December 14, 2018

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk’s Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

The Albany County Department of Residential Health Care Facilities respectfully requests the approval to purchase a new telephone communication system through CORE BTS, Inc.

The cost of all equipment which will include the mainframe, stacking modules, licenses, delivery, installation and education will be $219,285.45.

This telephone replacement system is part of our renovation plan and will be included in our Capital Reimbursement Request to the New York State Department of Health.

We respectfully request approval of this purchase.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Amis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): CORE BTS to install a new telephone communication system

Date: December 14, 2018
Submitted By: Larry I. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.:
Attending Meeting:

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☒ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline: Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

CORE BTS, Inc.
3 Tallow Wood Drive
Suite F
Clifton Park, New York 12065

Additional Parties (Names addresses):
Click or tap here to enter text.

Amount/Rate Schedule/Fee: $219,285.45

Scope of Services:
To install a Cisco Business Edition 6000M telephone system that will include a stacking module, main frame, network catalyst 9500, wall mounts, Cisco UC phone 7860, wireless telephones, expansion module, transceiver, licenses, delivery, installation and education. See Attachment for Specifics.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HNN 5
Appropriation Amount: $219,285.45

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2019 - 11/31/2020
Length of Contract: 24 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
Albany County Nursing Home is renovating the existing nursing home and this telephone replacement is part of the overall plan to upgrade existing equipment. This replacement telephone system will be integrated with IT located at 112 State Street.
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<td>Cisco Unified Wireless IP Phone 8921, World Mode Bundle</td>
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<td>GLC-TC-6-5802</td>
<td>1000BASE-T SFP transceiver module for Category 5 copper wire</td>
<td>$192.91</td>
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<th>Ext Price</th>
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<td>JSR431-W9X</td>
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<td>NIM-2FXS/4FXOP</td>
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1. 3C-980K-9K | Cisco Business Edition 6000-Electronic SW Delivery-Top Level | $0.00 | $0.00 |
1. CON-ECMU-RCB85K | Business Edition 6000 v1.15 export restricted software | $0.00 | $0.00 |
1. BE6K-SW-11.5 | BE6000 Starter Bundle with 25 UWL Standard Licenses | $392.50 | $392.50 |
1. UCM-1UX-ULSTD | BE6000 UCM v11 UWL Standard User License | $0.00 | $0.00 |
1. CON-ECMU-UCL11STD | 36 months - SWUS UPGRADES BE6000 v21 UWL | $93.60 | $92.36 |
1. UCN1-1UX-SEPORTS | BE6K - Unity Connection 11x - Vm Speech Connect Ports | $0.00 | $0.00 |
1. UCN1-1UX-UL1STD | BE6000 Unity Connection v11 UWL Standard License | $0.00 | $0.00 |
1. LOC-EXP-E-PAK | Expressway Series, Expressway-E PAK | $0.00 | $0.00 |
1. LOC-EXP-GW | Enable GW Feature (1523-GPW) | $0.00 | $0.00 |
1. LIC-EXP-E | Enable Expressway-E Feature Set | $0.00 | $0.00 |
1. LIC-EXP-TURN | Enable TURN Relay Option | $0.00 | $0.00 |
1. LIC-EXP-4N | Enable Advanced Networking Option | $0.00 | $0.00 |
1. LIC-EXP-SSS | License Key Software Encrypted | $0.00 | $0.00 |
1. LIC-EXP-SERV | Enable Expressway Series Feature Set | $0.00 | $0.00 |
1. EXPWY-VE-C-K9 | Cisco Expressway-E Server, Virtual Edition | $0.00 | $0.00 |
1. BE-1UX-UWLS-STR | BE6000 v11 UWL Standard Starter Licenses | $0.00 | $0.00 |
1. CON-ECMU-RE11UXUR | 36 months - SWUS UPGRADES BE6000 v11 UWL | $1,200.00 | $1,200.00 |
1. BE6K-U5-START | BE6K Starter Pack - Single Fulfillment Enforcement | $0.00 | $0.00 |
1. EXPWY-VE-C-K9 | Cisco Expressway-E Server, Virtual Edition | $0.00 | $0.00 |
1. SW-EXP-JX-K9 | Software Image for Expressway with Encryption, Version X8 | $0.00 | $0.00 |
1. BE6K-PACK | Cisco Business Edition 6000 - PAK - Single Fulfillment | $0.00 | $0.00 |
1. LIC-EXP-VSK | Expressway Desktop Endpoint License | $0.00 | $0.00 |

1. SFP-10G-UR-S+ | 10GBASE-LR SFP Module, Enterprise-Class | $814.84 | $778.28 |
1. SFP-10G-UR-M+ | 10GBASE-LRM SFP Module | $453.34 | $427.04 |
1. R-EMERGNCY-RSPNDR | Emergency Responder Electronic Software Delivery | $0.00 | $0.00 |
1. CON-ECMU-EMERGENCY | 36 months - SWUS UPGRADES EMERGENCY RSPNDR | $0.00 | $0.00 |
1. ER-NEW-OR-ADDSN | Not an upgrade | $0.00 | $0.00 |
179. ER12-USR-1 | EMERGENCY RSPNDR USR LIC 1 PHN FOR NEW 12X SYSTEM | $7.05 | $7.23 |
179. CON-ECMU-ER12USR1 | 36 months - SWUS UPGRADES EMERGENCY RSPNDR USR LIC 1 PHN FOR NEW 12X | $4.00 | $4.00 |
1. ER12.0-SW-K9 | EMERGENCY RSPNDR 12.0 SW NEW | $0.00 | $0.00 |
1. SERVICES | Installation Services | $34,780.00 | $34,780.00 |

1. Project Contingency | Design, configuration and installation of Cisco Unified Communications system for 162 Handsels for Albany county Nursing Home | $18,935.00 | $18,935.00 |
1. NY-CONTRACT-PM20800 | NYS OGS CISCO UMARELLA CONTRACT#PM20800 | $0.00 | $0.00 |
1. NOFCHT | NO FREIGHT CHARGE TO CLIENT | $0.00 | $0.00 |

**Quote Subtotal:** $219,285.45
**Sales Tax:** $0.00
**Quote Total:** $219,285.45

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<td>The Walker Group</td>
<td></td>
</tr>
<tr>
<td>Tri-Delta Resources Corp.</td>
<td></td>
</tr>
<tr>
<td>Vandis Inc</td>
<td></td>
</tr>
<tr>
<td>Virtult Systems</td>
<td></td>
</tr>
<tr>
<td>WebHouse Inc</td>
<td></td>
</tr>
<tr>
<td>Whalley Computer Associates Inc</td>
<td></td>
</tr>
</tbody>
</table>
December 14, 2018

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk’s Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

The Albany County Department of Residential Health Care Facilities respectfully requests to amend its existing contract with Point Click Care (PCC).

Part of the Electronic Medical Record software purchased from PCC allows Albany County Nursing Home to transfer, as per regulation, medical record information. This purchase could not be made earlier since the connectivity was not available. This interface, called HIXNY, will cost a total amount of $9,031.05 and will end at the same time as the PCC contract, which is November 30, 2022.

We respectfully request the approval of this contract amendment.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
FILE #: TMP-0541, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Point Click Care Installation of the Health Information Exchange Smart Connection HIXNY

Date: December 14, 2018
Submitted By: Larry I. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.
Attending Meeting: Larry I. Slatky

Purpose of Request:

☐ Adopting of Local Law
☒ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☒ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):
Point Click Care
5570 Explorer Drive
Mississauga, ON L4W OC4
Canada

Additional Parties (Names(addresses)):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $9031.05
Scope of Services:
Point Click Care is our Electronic Medical Record Company and as required by regulation medical record information will be shared through an interface called HIXNY. PCC will maintain and install this software.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☒ No ☐
If Mandated Cite Authority:
NYSDOH and DSRIP
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 44069
Appropriation Amount: $9031.05

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2019 - 11/30/2022
Length of Contract: 47 months

Impact on Pending Litigation
Yes ☐ No ☐

If yes, explain:
Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
At the time, we entered into contract with Point Click Care this software, technology and connectivity was not available. Since it is a requirement of participation with other health care entities, we must install and maintain, to enable the sharing of health care information.
## Monthly Quote/Order Form

**Quote Title**
HIE - HIXNY

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<thead>
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<th>Date</th>
<th>8/10/2018</th>
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</thead>
<tbody>
<tr>
<td>Quote #</td>
<td>82420</td>
</tr>
<tr>
<td>Expected Billing Date for First Facility</td>
<td>Within 3 months of Project Commencement Date</td>
</tr>
<tr>
<td>Project Commencement Date</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>Expires</td>
<td>9/30/2018</td>
</tr>
<tr>
<td>Sales Rep</td>
<td>Taylor Brown</td>
</tr>
<tr>
<td>Shipping Code (2)</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Bed/Cty</th>
<th>NetGPRD</th>
<th>Net LECPR</th>
<th>Tax</th>
<th>Monthly Rate</th>
</tr>
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<tr>
<td>Health Information Exchange SmartConnection Subscription</td>
<td>280</td>
<td>$0.0252</td>
<td>0.7686</td>
<td>Yes</td>
<td>$192.16</td>
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<tr>
<td>Albany County Nursing Home - SNF 500-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Health Information Exchange SmartConnection sharing of information between PointClickCare and a Health Information Exchange Organization, such as an ACO or HIE.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Terms
1. Customer Title: Quote/Order Form sets out the PointClickCare services to which Customer has subscribed pursuant to the Master Subscription Agreement. This Quote/Order Form is not an invoice.
2. Customer will receive monthly invoices during the subscription term unless Customer elected an annual payment option.
3. SmartPath Orientation Fee: Customers selecting PointClickCare's SmartPath service are required to pay the SmartPath Orientation Fee, due and payable upon Customer's acceptance of this Quote/Order Form. The SmartPath Orientation Fee is not due if Customer's Professional Services Quote/Order Form.
4. Start Date for Billing - Base Subscription: In respect of each Customer facility, the first day of the month following the date of execution of this Quote/Order Form.
5. Taxes: All prices exclusive of federal and state or provincial sales, excise, use, property taxes, and other taxes on services and user fees and taxes on services and user fees. Customer agrees to bear responsibility for the payment of any such fees and taxes.

For quoting purposes, a 2% discount is granted. This discount is calculated based on the quotation amount. For contracts exceeding $250,000, a 5% discount is granted.
December 14, 2018

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk’s Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

The Albany County Department of Residential Health Care Facilities respectfully requests permission to apply for a grant as a DSRIP Partner with Albany Medical Center through Better Health for Northeast New York (BHNYY).

If this grant is approved, we will enter into a contract with BHNYY that will permit, through this grant, a full time Registered Nurse to work with our Social Work department to improve communication between the nursing home, the Medical Center and home care, as may be required, to reduce hospital readmissions. It is expected that the grant for this new position, once approved, will be for a twelve (12) month period and will be totally funded by BHNYY. If the grant is not continued, this position will be eliminated.

We respectfully request that we be permitted to apply for this DISRIP grant.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauro, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Better Health for Northeast New York DSRIP Grant Request

Date: December 14, 2018
Submitted By: Larry L. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.: Larry L. Slatky
Attending Meeting: Larry L. Slatky

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
- [ ] Change Order/Contract Amendment
- [ ] Purchase (Equipment/Supplies)
- [ ] Lease (Equipment/Supplies)
- [ ] Requirements
- [ ] Professional Services
- [ ] Education/Training
- [X] Grant

Choose an item.
Submission Date Deadline 12/1/2018
- [ ] Settlement of a Claim
- [ ] Release of Liability
- [ ] Other: (state if not listed) 

Contract Terms/Conditions:

Party (Name/address):
Better Health for Northeast New York
1275 Broadway
Albany, New York 12204

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee:
Click or tap here to enter text.
Scope of Services:
To receive grant-funding support to Albany County Nursing Home for a Registered Nurse position in our Admissions Department. This program is part of BHNHY/DSRIP and if approved the goal would be to improve the overall quality of health care across the continuums of care. This will include Transitions of Care, improvement of inter-facility communication and reduction of hospital re-admissions.

Bond Res. No.:
Date of Adoption:
Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes [ ] No [x]
If Mandated Cite Authority:
Click or tap here to enter text.
Is there a Fiscal Impact: Yes ☐ No ☑
Anticipated in Current Budget: Yes ☐ No ☑

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 4/1/2019 - 3/31/2020
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☐ No ☑
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
If approved for the grant Albany County Nursing Home through the DSRIP program will work with Albany Medical Center to provide a better coordination of services back to the community to reduce hospital re-admissions.
December 11, 2018

To Whom It May Concern:

The purpose of this letter is to make a formal request for consideration to grant funding support to ALBANY COUNTY NURSING HOME (ACNH) for a Registered Nurse position in the Admissions Department.

BACKGROUND:

ACNH participates with BHNNY/DSRIP, with the mutual interest and goal of improving overall quality of healthcare services across continuums of care. This includes "Transitions of Care", improvement of inter-facility communication, and specific to our Long term Care Facility, hospital re-admissions.

We are a licensed, 250-bed capacity long term care facility, currently with an average census of 200 filled beds. We have a 40-bed unit dedicated to rehabilitation stays, with a strong Rehabilitation Department. We have one, full time Admissions Coordinator, who is non-clinical, and does not have nursing staff dedicated to assist in our admissions process. We are looking to help alleviate this burden, in order to allow for more screenings to take place and to allow improved streamlining of this process. Our 2018 YTD monthly average, house-wide hospital transfer rate for "All payer, all cause" equals 2.1/1000 resident days. This is acceptable for our number of total filled beds. The majority of our residents are dual eligible or Medicare only. However, our percentages of less-than-thirty-day hospital transfers,( a BHNNY data point), are higher than our facility benchmarked goal, due to our small denominator of residents with only Managed Medicaid, Medicaid, and those with un-insured status. As a county facility with limited resources, we are looking for additional funding which would assist us with our improvement goals. I, as the Medical Director, am now providing full-time attention to the overall improvement at ACNH. One of the goals includes our vision of improving hospital-to-facility and facility-to-community discharges and transitions of care.

We are currently undergoing an approximate 80 million dollar renovation project, with the majority of our future beds allocated to private rooms with individual private bathrooms. In addition to our growing rehabilitation department, and as a specialist in Internal Medicine and Medical Nutrition, my plan is to offer a five-to-ten bed unit dedicated to Total Parenteral Nutrition (TPN). This will be unique to the Capital District.
Sunnyview Rehabilitation Center in Niskayuna has been the only local facility who has provided that service in the past. We have a new Administrative Team, and under our current leadership, we were recently awarded The Bronze National Quality Award from the American Healthcare Association and National Center for Assisted Living.

We hope to continue with our efforts at growth and success, and seek a stronger partnership with BHNYY to achieve that end. We determined that our next step has to be alleviating our obstacles and burdens, by developing a stronger, more efficient admissions process. The funding will provide the necessary support to complete our need for a fully dedicated Admissions Clinical Team. As previously mentioned, currently our Admissions Coordinator is burdened with patient’s record reviews, which impinges on her ability to capture more screenings. A registered nurse, dedicated to admissions will therefore be able to perform a more comprehensive review of patient’s clinical data. This is an essential part of ensuring that patients are placed appropriately in our facility, with the aim of providing the best possible quality of care. Our anticipated outcome is to further reduce hospital transfers.

To that end, we are submitting this formal request for your consideration. We appreciate this opportunity very much.

Respectfully submitted,

Larry Slatky, LNHA
Executive Director, Albany County Nursing Home

Vanessa Denning, MD
Medical Director, Albany County Nursing Home, CQAC

Laura Vartanian, RN
Assistant Administrator, Albany County Nursing Home, CCCM
4
January 3, 2019

Hon. Andrew Joyce, Chair
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

RE: Request for Legislative Action

Dear Chairman Joyce:

The Albany County Department for Aging is requesting Legislative authorization to enter into and execute a contract with the Erie County Department of Senior Services regarding the piloting of a Restaurant Congregate Dining Program.

In September of 2018, the Erie County Dept. of Senior Services and the Albany County Dept. for Aging were awarded a federal Innovations in Nutrition grant from the Administration on Community Living (ACL) for the purposes of implementing this program. This is a two-year program with a total award amount of $500,000. Albany County will receive $125,000 for each of the two years. The initial term of this agreement is 9/1/2018 – 8/31/2020 and requires a 25% local match.

Grant Award Amount - $250,000.00
Grant Program Term - 9/1/2018 – 8/31/2020
Funding Source(s) – 75% Federal ($250,000)
25% County ($83,333.33)

Budget Amendment – XXX
Revenue Account – Aging – A6772.X.XXXX

Thank you in advance for your consideration of this request and please feel free to contact our office with any questions.

Respectfully,

Deborah C. Riitano
Commissioner
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to enter into an agreement with Erie County Department of Senior Services regarding the piloting of a Restaurant Congregate Dining Program.

Date: January 3, 2019
Submitted By: Scott Siegel
Department: Department for Aging
Title: Deputy Commissioner
Phone: 518 447 7195
Department Rep.: Deborah C. Riitano
Attending Meeting:

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Erle County Department of Senior Services

Additional Parties (Names/addresses):
95 Franklin Street, Rm 1328
Buffalo, NY 14202

Amount/Raise Schedule/Fee: $250,000.00
Scope of Services: The Albany County Department for Aging is requesting Legislative authorization to enter into and execute a contract with the Erie County Department of Senior Services regarding the piloting of a Restaurant Congregate Dining Program.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: ☐ Yes ☒ No
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: 04310
Revenue Amount: $250,000.00

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)
Federal: 75%
State: Click or tap here to enter text.
County: 25%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 9/1/2018 to 8/31/2020
Length of Contract: 24 months

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: NA
Date of Adoption: NA

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

In September of 2018, the Erie County Dept. of Senior Services and the Albany County Dept. for Aging were awarded a federal Innovations in Nutrition grant from the Administration on Community Living (ACL) for the purposes of implementing this program. This is a two-year program with a total award amount of $500,000. Albany County will receive $125,000 for each of the two years. The initial term of this agreement is 9/1/2018 - 8/31/2020 and requires a 25% local match.
NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) 42 USC 3001 et seq.

Title of Project (or Program)
Senior Restaurant Dining Pilot Program

Grantee Name and Address
Erie County d/b/a Department of Senior Services
95 Franklin St Rm 1344
Buffalo, NY 14202-3925

Grantee Project Director
Mr. Daniel Stienen
95 Franklin St Rm 1344
BUFFALO, NY 14202-3925
Phone: 716-858-6070

Federal Project Officer
Mr. Phantane Sroprijol
310 C Street SW RM 1130A
Administration for Community Living
Washington, DC 20201-1401
Phone: 202-795-7443

ALL AMOUNTS SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)
   1. Financial Assistance from the Federal Awarding Agency Only
   2. Total project costs including grant funds and all other financial participation

   | a. Salaries and Wages | b. Fringe Benefits | c. Total Personal Costs | d. Equipment | e. Supplies | f. Travel | g. Construction | h. Other | i. Contractual | j. TOTAL DIRECT COSTS | k. INDIRECT COSTS | l. TOTAL APPROVED BUDGET |
   | 10,000.00            | 0.00              | 10,000.00               | 0.00         | 5,000.00   | 2,500.00 | 0.00            | 9,700.00 | 306,133.00   | 333,333.00               | 0.00           | 333,333.00                |

   m. Federal Share      | n. Non-Federal Share                      |
   | 250,000.00           | 83,333.00                        |

12. AWARD COMPUTATION
   a. Amount of Federal Financial Assistance (from item 11a) 250,000.00
   b. Less Unobligated Balance From Prior Periods 0.00
   c. Less Cumulative Prior Award(s) This Budget Period 0.00
   d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 250,000.00

13. Total Federal Funds Awarded To Date For Project Period 250,000.00

14. RECOMMENDED FUTURE SUPPORT
   (Subject to the availability of funds and satisfactory progress of the project):

   | YEAR | TOTAL DIRECT COSTS | TOTAL DIRECT COSTS |
   | a. 1 | 250,000.00         | d. 5
   | a. 3 | 250,000.00         | e. 6
   | a. 4 | 250,000.00         | f. 7

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
   a. DEDUCTION
   b. ADDITIONAL COSTS
   c. MATURITY
   d. OTHER RESEARCH (Additonal Option)
   e. OTHER (see REMARKS)

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
   a. The grant program regulations
   b. The grant program regulations
   c. The grant program regulations
   d. The grant program regulations

   In the award the terms and conditions are acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

This action is issued as a new award for the period identified in box 7., and federal amount on line 12d.

REMARKS (Other Terms and Conditions Attached) - Yes  X No

Grants Management Official: William Kim, Senior Grants Management Specialist
ERIE COUNTY DEPT. OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: Innovations in Nutrition

2. BUDGET CATEGORY DESIGNATION: INNU

3. CONTRACT PERIOD: From September 1, 2018 to August 31, 2020

4. TOTAL AMOUNT OF CONTRACT: $250,000

5. ORGANIZATION:

   Name: Albany County (on behalf of the Albany County Department for Aging)

   Mailing Address: 162 Washington Avenue
                    Albany, New York 12210

   Office Phone: (518) 447-7195

   Federal I.D. No.: 

   Executive Director/Administrator: Scott A. Siegel, Executive Deputy Commissioner

   Email: Scott.Siegel@albanycountyny.gov

6. PROGRAM CONTACT:

   Name, Title: Scott A. Siegel, Executive Deputy Commissioner

   Mailing Address: 162 Washington Avenue
                   Albany, New York 12210

   Office Phone: (518) 447-7195

   Email: scott.siegel@albanycountyny.gov

Rev. 11/14/18
AGREEMENT

THIS AGREEMENT made on the 1st day of September, 2018 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, and the County of Albany, acting by and through its County Executive, on behalf of the:

Albany County Department for Aging

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

162 Washington Avenue, Albany, New York 12210

WITNESSETH:

WHEREAS, the County desires to make available services to the elderly as authorized by the New York State Office for the Aging; and

WHEREAS, the County and the Agency in the spirit of mutuality and partnership, desire to provide residents 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

WHEREAS, the Administration on Aging (AoA), part of the Department of Health and Human Services Administration for Community Living (ACL) recently ran a nationwide competition to select proposals for Innovations in Nutrition program grant funding, to pilot improvements, expansions, and/or modernizations of senior nutrition programs; and

WHEREAS, the County, in conjunction with the Agency, submitted an application to the ACL for funding of a pilot program to provide eligible participants with senior congregate meals in select locally owned and operated dining establishments in order to reach underserved older adult populations in both Counties, and

WHEREAS, the pilot program will also modernize the meal count process of existing congregate dining programs by introducing computerized scanners and participant key tags; and

WHEREAS, dining programs are an effective way to reduce social isolation and prevent early use of higher cost health services; and

WHEREAS, the ACL recently notified the County that, as one of the four applicants selected nationwide, it was awarded $500,000 of Innovations in Nutrition Program federal grant monies for the period September 1, 2018 through August 31, 2020; and

WHEREAS, the Agency agrees to receive one half, or $250,000, of the total $500,000 Department of Health and Human Services Administration for Community Living (ACL)
Innovations in Nutrition federal grant monies; and

WHEREAS, to comply with grantor requirements, the County is the recognized recipient of the total grant, with the Agency being a subcontractor of the County, budgeted to receive one half of the federal grant monies; and

WHEREAS, the grant requires a 25% local share match which is to be split evenly between the County and the Albany County Department for Aging, with Agency’s portion being $83,333.33; and

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

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 "C": Program Specific Standard Assurances. Agency may also be referred to as "Applicant" in Schedule C.
Schedule "D": Standard Assurances - New York State Office for the Aging.
Schedule "E": Remuneration Schedule / Payment Process for Line Item Budget and Contract Budget
Schedule "F": Business Associate Agreement
Schedule "G": Equal Pay Certification of 2019

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 September 1, 2018 through August 31, 2020 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 agrees to receive one half of the Department of Health and Human Services Administration for Community Living (ACL) federal grant monies for an Innovations in Nutrition pilot program. To comply with grantor requirements, the County is the recognized recipient of the total grant, with the Agency being a subcontractor of the County. The Agency shall perform the contract services set forth in Schedule “A” of 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 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 3.4 Professional Standards and Levels of Service. All contract services will be delivered in accordance with generally accepted standards of professional quality and quantity.

Section 3.5 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 3.6 Indemnification. 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 3.7 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 3.8 Agency Status. Immediate 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 3.9 Compliance with the Law. The Agency shall furnish the contract services in compliance with all applicable Federal, State, County, Local and Department laws, rules, regulations, and policies and procedure manuals. The Agency shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

ARTICLE IV: PAYMENTS FOR SERVICES

Section 4.1 Amount payable by the County. For the services to be performed pursuant to this Agreement, the Agency shall be paid an amount not to exceed two hundred and fifty thousand ($250,000) DOLLARS, the amount authorized for this Agreement by the Erie County Legislature, as is further specified in Schedule E attached hereto.

Section 4.2 Availability of Funds. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

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

Section 4.3 Refund by the Agency. If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within thirty (30) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 4.4 Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the Department may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

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

ARTICLE V: RESPONSIBILITIES OF THE COUNTY

Section 5.1 General Supervision and Evaluation. The County 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 County shall, during the term of this Agreement, review any proposals submitted by the Agency to change the contract services. The County 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.

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 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.

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 Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F as currently named, numbered and/or amended, as well as any additional audit requirements contained in this Agreement and Schedules of this Agreement.

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 Albany

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 7.10 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 7.11 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 7.12 Other Services. The Agency shall report to the County 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 7.13 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:

Albany County Department for Aging  
Mr. Scott A. Siegel  
162 Washington Avenue  
Albany, New York 12210

Section 7.14 Non-discrimination. The Agency: 1) shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws 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, religion, color, creed, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws; 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, religion, creed, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws or is an equal employment opportunity employer; and 4) shall not discriminate against any client or applicant for services rendered under this agreement because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws.

Section 7.15 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.

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

**THE COUNTY OF ERIE**

By: ________________________________
Mark Poloncarz / Maria Whyte
County Executive/Deputy County Executive
Date: ____________________________

Approved as to content:

By: (Electronically signed)
Timothy Hogues
Commissioner Dept. of Senior Services

Approved as to form:

By: (Electronically signed)
Martin Palowy
Assistant County Attorney

Document # 19 - _____ -SS

**THE COUNTY OF ALBANY**

By: ________________________________
Daniel P. McCoy / Philip F. Calderone, Esq.
County Executive/Deputy County Executive
Date: ____________________________

**Program Title:** Innovations in Nutrition

Date: ____________________________

Date: ____________________________
SCHEDULE A

STATEMENT OF SERVICES

Innovations in Nutrition Pilot Program

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:

I. Services, Terms and Conditions:

a. Area Agencies on Aging are responsible for the development of a coordinated system for the delivery of services to older persons residing in their respective planning and service area in the State of New York. As part of this responsibility, the Agencies are charged with the implementation of the Older Americans Act of 1965, as amended, which provides for the provision of nutritional services and certain specified social services to persons aged sixty and their spouses.

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

c. Under this agreement, the Agency agrees to receive one half, or $250,000, of the total $500,000 Department of Health and Human Services Administration for Community Living (ACL) Innovations in Nutrition federal grant monies.

d. To comply with grantor requirements, the County is the recognized recipient of the total grant, with the Agency being a subcontractor of the County.

e. Agency agrees to submit appropriate subcontractor expenditure reports demonstrating the required 25% ($83,333) local share match.

f. Agency will enact an Innovations in Nutrition pilot program to provide eligible participants with senior congregate meals in select locally owned and operated dining establishments in order to reach underserved older adult populations and to modernize the meal count process of the existing congregate dining programs by introducing computerized scanners and participant key tags.

g. The Agency undertakes and agrees that any program or services facility provided hereunder shall be in full compliance with all applicable laws, regulations, and ordinances respecting health, sanitation, and fire protection. The Agency represents that all required fire and sanitation inspections have been made and that it has adequately planned for the safety needs of the elderly who are to be beneficiaries of service under this Agreement and which service is within the contract of the Agency. The Agency agrees to procure and keep in effect all necessary licenses, permits required by law and the Agency agrees to post such licenses, permits, and cards in a
prominent place within the site location(s), as required.

II. Required Reports:

a. County will submit a required monthly program activity and financial report to ACL per grant guidelines.

b. To assist in completion of the report, Agency must provide County by the 10th day of each month, a report of prior month’s:
   
   i. Financial activity related to the Innovations in Nutrition pilot program and match funding expenditures
   ii. Funds allocated to salaries and job descriptions of Agency personnel working in Innovations in Nutrition pilot program roles
   iii. Accounting of number of units/meals served in Innovations in Nutrition pilot program dining sites
   iv. Narrative of program activity and details
SCHEDULE C
STANDARD ASSURANCES
for
TITLE III OF THE OLDER AMERICANS ACT OF 1965 AS AMENDED

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

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

The primary objectives of this system are:

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

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

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

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

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

(b) Increase the capability of the Area Agency to develop and implement action programs designed to achieve the coordination of existing social service systems in order to make such systems more effective, efficient, and responsive in meeting the needs of the elderly;
(c) Draw in increasing commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements to facilitate access to and utilization of all existing services and to develop social and nutrition services effectively and efficiently to meet the needs of older persons.

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

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

3. **Targeting**

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

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

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

5. **Staffing of the Applicant Agency**

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

6. **Standards of Personnel Administration**

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed pursuant to 5 USC 3371 et. seq. and 42 USC 4701
et. seq. (previously referenced in part as the Inter-governmental Personnel Act of 1970). Such methods shall be maintained in the files of the Applicant and shall be made available to the Area Agency and the State Agency upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
New York State Office for the Aging

ATTACHMENT A
ANNUAL UPDATE to the 2016-20 FOUR YEAR PLAN
STANDARD ASSURANCES
April 1, 2018 - March 31, 2019

Covering the following programs:
Title III-B of the Older Americans Act
Titles III-C-1 and III-C-2 of the Older Americans Act
Title III-D of the Older Americans Act
Title III-E of the Older Americans Act
New York State Expanded In-Home Services For The Elderly Program (EISEP)
Community Services For The Elderly Program (CSE)
Congregate Services Initiative (CSI)
Wellness in Nutrition (WIN)
State Transportation Program
Caregiver Resource Center (CRC)
Health Insurance Information Counseling And Assistance Program (HIICAP)
The Standard Assurances included in this 2018-19 Annual Update to the 2016-20 Four Year Plan (hereafter collectively referred to as "Plan") shall be effective April 1, 2018.

**Standard Assurances Applicable to All Programs**

1. **Statutes, Regulations, and Policies:** The area agency on aging (AAA) assures that all its activities under this 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 (NYSOA) 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 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 2 CFR Part 382 (Requirements for Drug-free Workplace (Financial Assistance) – Implementing 2 CFR Part 182)
- 45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards)
- 45 CFR Part 80 (Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 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)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), implementing federal regulations (28 CFR Parts 35 and 36) and 17-PI-21
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Hatch Act (5 U.S.C. 1501, et seq.)
- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- 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-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
  - 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)
- HHS Grants Policy Statement
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)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
All NYSOFA Program Instructions (https://aging.ny.gov/ProvidersandStaff/issuances/issuances.cfm)

2. Program Implementation: The AAA identified in this Plan has the authority and the responsibility for effective implementation of Title III of the OAA, Community Services for the Elderly (CSE), Expanded In-Home Services for the Elderly Program (EISEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), State Transportation Program, Health Insurance Information Counseling and Assistance Program (HIICAP), and Caregiver Resource Center (CRC) programs and to support Title VII and the State Long Term Care Ombudsman Program (LT COP). This AAA agrees to carry out directly or through contractual or other agreements, programs in its planning and service area (PSA) as detailed in this Plan, and Title III-B, Title III-C, Title III-D, and Title III-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications for Funding (Applications).

3. Changes to this Plan: The AAA assures that it shall submit for approval to NY SOFA necessary documentation for changes, additions, or deletions to this approved Plan, and the Title III-B, Title III-C, Title III-D, Title III-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications.

4. Utilization of Funding: The AAA understands and agrees that it shall apply only for funds which are necessary to meet the specific needs of older adults within its PSA for the next year and understands that NY SOFA shall not award any funds which cannot be so utilized.

5. Approved Costs, Budget Modifications:

A. Expenditures: The AAA agrees that expenditures shall be made only for authorized items of expense contained in the budget section of the approved Applications. Cost overruns up to $1,000 or 10% (whichever is greater) for an individual budget category for authorized items of expense will be allowed as long as the total costs do not exceed the total amount of the grant. If and when expenditures in excess of $1,000 for items not previously budgeted (e.g., equipment, personnel or contractor items) become necessary, the AAA shall submit a written request to NY SOFA and await NY SOFA approval before making such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than $1,000 or 10%, whichever is greater, a budget modification must be approved in writing by NY SOFA before these costs will be reimbursed. (See 05-PI-09 [6/15/05].)

B. Equipment Disposition: If equipment costing $1,000.00 or more is purchased with any Federal or State funds under this Plan, and the equipment is no longer needed for activities supported by such Programs, NY SOFA reserves the right to select a recipient for and
approve the transfer to such recipient of such equipment, which must be used for services to older adults.

6. **Vouchering:** The AAA agrees that State Vouchers submitted for reimbursement of expenses incurred in the conduct of this Agreement will not include any expenses which have been, or will be, reimbursed from other sources (e.g., other Federal or State funds). The AAA shall file claims for all payments on a timely basis in accordance with procedures promulgated by NYSOFA. The AAA agrees to accept payments electronically as required by New York State for expenses incurred and will enroll in the OSC (Office of the State Comptroller) electronic payment program, unless a request for Exemption from Electronic Payment is approved by NYSOFA.

7. **Access to Records:** The AAA agrees to maintain appropriate programmatic and fiscal records for the programs included under this Plan. Such records must be retained for six years after final payment is made. Authorized representatives of the Administration for Community Living (ACL), the New York State Comptroller or his authorized representatives and staff of NYSOFA shall have access to and right to examine all books, documents, and all pertinent materials of the AAA related to the programs included under this Plan. In addition, the AAA shall provide access to other federal and state governmental agencies at the request of NYSOFA.

8. **Indemnification:** The AAA agrees to hold NYSOFA and the State of New York harmless and indemnify it from liability for actions the AAA takes under this Plan. In the event any claim is made or any action is brought against NYSOFA or the State of New York, arising out of negligent or careless acts or any neglect, fault or default of an employee, agent, independent contractor, trustee or volunteer of the AAA, either within or without the scope of his/her employment or scope of authority, or arising out of the AAA’s negligent performance, NYSOFA shall have the right to withhold further payments for the purpose of set-off in sufficient sums to cover the claim or action and accompanying litigation costs. The rights and remedies of NYSOFA provided for in this Standard Assurance shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Plan.

9. **Personal Client Information:** The AAA agrees that personal information relating to individuals who apply for or receive services pursuant to this Plan shall be kept confidential by the AAA and shared on a need-to-know basis only with AAA and contractor staff for purposes of providing programs and services. Such information can be shared with entities outside those involved in delivering programs and service only with the informed consent of the individual served or pursuant to a court order or when there is deemed to be actual and immediate danger to the health or welfare of the individual.

10 **Contracts**

10.1 **AAA Responsibilities for Contract administration**

    A. **Minority and Women Owned Business (MWBE) Contracts:** The AAA assures that it will comply with all federal, state and local laws regarding opportunities for minority owned/operated and women owned/operated organizations.

    B. **Technical Assistance:** The AAA shall provide technical assistance and information in a timely manner to all contractors.

    C. **Contract Approval:** The AAA shall formally enter into contracts in accordance with
the Contractor Roster contained in this Plan. All contracts shall be written in accordance with Federal, State and Local standards and a copy of the fully executed contract (including budgetary information) shall be forwarded to NYSOFA no later than thirty (30) days after the execution date of the contract. The AAA shall maintain contracts for all contractors as well as supporting documentation for all vouchers from contractors. The AAA when contracting with a business entity (rather than a non-profit organization) for the delivery of OAA and/or CSE services shall comply with the review process established by NYSOFA.

D. Contract Monitoring: The AAA shall monitor its contractors to ensure that contractors perform in accordance with the requirements of federal, state and local laws, regulations and guidance documents (including AoA/ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan and make expenditures only for authorized items of expense contained in the approved budgets. The AAA shall further ensure that if and when other than authorized expenditures become necessary, the contractor shall request and await AAA approval before incurring such expenditures. The AAA shall submit a copy of this revision to NYSOFA within 30 days of its effective date.

E. Funding Limitations: The AAA may approve a contract that extends beyond the renewal date of an Application. In approving a contract beyond the renewal date of an Application, the AAA should not make a commitment that may exceed next year's annualized funding level, and the contract must state that it is contingent upon provision of funding to the AAA in the subsequent year.

F. Data and Programming: The AAA assures that any service, product, report or other information generated by a computer or otherwise supplied under this Plan provided by the AAA to NYSOFA or other state or Federal agencies shall, when used in accordance with supplied documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations.

Any services or products purchased with funds under this Plan shall come with a warranty that those services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various date/time transitions including leap year calculations.

The supplier of such services shall be responsible for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

G. Conformance with This Plan: The AAA agrees that all contracts, including contractor's subcontracts, funded under this Plan shall contain a provision that the work will be performed in accordance with the terms of this Plan, and further agrees to make such Plan available to its contractor for such purposes.

H. Integrity and Public Purpose: The AAA shall maintain the integrity and public purpose of services provided, and service providers, under the OAA in all contractual and commercial relationships.
I. Disclosure of Contractors and No Diminishment of Services: The AAA shall:

1) disclose to the Assistant Secretary of the AoA/ACL and the Director of the State agency:
   a) the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older adults; and
   b) the nature of such contract or such relationship;

2) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under the OAA by the AAA has not resulted and will not result from such contract or such relationship; and

3) demonstrate that the quantity or quality of the services to be provided under the OAA by the AAA will be enhanced as a result of such contract or such relationship.

J. Use of OAA Funds: The AAA agrees that funds received under the OAA shall not be used to pay any part of a cost (including an administrative cost) incurred by it to carry out a contract or commercial relationship that is not carried out to implement the OAA.

K. Receipt of OAA Services: The AAA agrees that preference in receiving services under the OAA shall not be given by such agency to particular older adults as a result of a contract or commercial relationship that is not carried out to implement the OAA.

L. Focal Points: The AAA shall specify, in grants, contracts or agreements implementing the Plan, the identity of each focal point so designated.

M. AAA Funding Liability: The AAA assures that its contracts with providers shall provide that all payments to be made thereunder are subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets.

N. Record Maintenance: The AAA will require all contractors to maintain records and make reports in such form and containing such information as may be required by the AAA and NYSOFA. The AAA will require all contractors (including contractor's subcontractors) to maintain such accounts and documents as will permit expeditious determination to be made at any time of the status of award funds, including the disposition of all monies received from the AAA and the nature of all expenditures claimed against such funds.

O. Targeting: The AAA shall undertake a leadership role in assisting communities throughout the planning and service area to target resources from all appropriate sources to meet the needs of older persons with greatest economic or social need, with particular attention to low income minority individuals. Such activities may include location of services and specialization in the types of services most needed by these groups to meet this requirement. However, the area agency may not permit a grantee or contractor under this part to employ a means test for services funded under this part. For purposes of this assurance the term "means test" is defined as an eligibility determination for a program or for services based upon an individual's or family's income and/or assets.
10.2 AAA Contract Requirements.

A. AAA assures that its contracts with providers of services shall include, and that its contractors will include in any subcontracts, the following provisions in addition to the provisions specified in B below:

1) **Targeting.** The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the OAA and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

2) **Language Access.** The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by limited English proficiency persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

3) **Contributions.** The Contractor shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Contractor shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the OAA.

4) **Client Needs.** The Contractor shall assist participants in taking advantage of benefits under other programs.

5) **Non-duplication.** The Contractor assures that the services it provides are coordinated and do not unnecessarily duplicate services provided by other sources.

B. AAA assures that its contracts, and its contractor's subcontracts shall include the following provisions:

1) **Reporting.** The Contractor shall provide the AAA with timely information needed to satisfy reporting requirements as specified by NYSOFA;

2) **Record Retention and Accessibility.** The Contractor agrees to maintain appropriate records and to retain them for six years after final payment is made. The Contractor agrees to provide access to all books, documents and all pertinent materials related to the contract for examination to authorized representatives of the AoA/ACL, the New York State Comptroller or his representatives and staff of NYSOFA and/or the AAA.
3) Confidentiality. The Contractor agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of services pursuant to the contract, such information will be kept confidential and shared with the AAA; or with other entities upon the informed consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by federal or state laws.

4) AAA Funding Liability. Payment to the Contractor is subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets. To the extent that the contract extends beyond the renewal date of AAA's Application, it is contingent upon provision of funding to the AAA in the subsequent year.

5) Conformance with AAA Area Plan. To the extent that the contract with the AAA is for a program or services funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

6) Warranty for Data and Programming. The Contractor warranties that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various time/date transitions including leap year calculations. The Contractor accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

7) Responsibility. The Contractor certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 CFR Part 376, regarding nonprocurement debarment and suspension concerning public (Federal, State or local) transactions. If necessary, the Contractor will submit an explanation of why it cannot provide this certification.

8) Subcontracts. If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the AAA under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and federal and state law.

10.3 AAA Contract Requirements for OAA Title III Programs. The AAA agrees to include the following provision in its contracts for OAA Title III programs and services:

The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing
services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

11. **Responsibility:** The AAA certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (Federal, State, or local) transactions. If necessary, the AAA will submit an explanation of why it cannot provide this certification.

12. **Due Recognition:** The AAA agrees that any program, public information materials, or other printed or published materials on the work of or funded by these programs shall give due recognition to NYSOFA and as appropriate AoA/ACL.

13. **Rights to Materials:** AAAs agree that all materials developed by the AAA or its contractors in connection with programs funded under this Plan shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.

14. **Public Information:** The AAA shall provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this Plan is effectively and appropriately disseminated throughout the PSA. The AAA shall provide information to the public upon request. Where appropriate, the AAA shall make public information available in the primary languages of the client populations. Public information shall also be made accessible to persons with disabilities, including those with hearing and vision impairments.

15. **Limited English Proficiency:** The AAA agrees to comply with 12-PI-8 [7/17/12], and in each PSA in which a substantial number of older adults of limited English proficiency reside, the AAA shall:

   A. utilize in the delivery of outreach services under section 306(a)(2)(A), the services of workers who are fluent in the language spoken by a predominant number of such older adults who are of limited English proficiency and

   B. designate an individual employed by the AAA, or available to such AAA on a full-time basis, whose responsibilities will include:

      1) taking such action as may be appropriate to assure that counseling assistance is made available to such older adults who are of limited English proficiency in order to assist such older adults in participating in programs and receiving assistance under the OAA; and

      2) providing guidance to individuals engaged in the delivery of supportive services under this Plan to enable such individuals to be aware of cultural sensitivities and to effectively take into account linguistic and cultural differences.

16. **Propriety of Services:** With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA shall:

   A. Refrain from using funds to advance any sectarian effort and ensure that any services to be provided under this Plan shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing,
instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services;

B. The AAA will provide equal participation, services, activities and informational sessions without regard to partisan affiliation;

C. Refrain from using funds to advance any partisan candidate or effort; however, the AAA shall ensure that its providers, including senior centers and facilities, grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19 [9/24/02];

D. Refrain and prevent the use by others under its control of official authority, influence or coercion to interfere with or affect elections or nominations for political office;

E. Refrain from and prohibit any others receiving funds under this Plan for services or activities for older adults from attempting to coerce or advise other persons to contribute anything of value to a party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices;

F. Conduct periodic evaluations and public hearings on activities carried out under the Plan. In addition, the AAA assures that it has held a public hearing on this Plan as required by NYSOFA regulations and has submitted the Plan to its Advisory Council for review and comment prior to submission to NYSOFA;

G. Be an advocate for older adults in its PSA and monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect older adults; its efforts shall include planning, information sharing, coordination, interagency linkages, monitoring and evaluation to achieve a comprehensive, community-based system for serving older adults;

H. Identify and support (i.e., provide technical assistance, counseling) public and private nonprofit entities involved in the prevention and treatment of elder abuse and determine the need for such services;

I. Conduct internal monitoring of directly provided services and monitoring of contracted services. At a minimum, the AAA must conduct at least one on-site monitoring of each contractor every year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies and standards, including the non-discrimination requirements, in their provision of services to the client population. (See 99-PI-20, [8/5/99].) In the event that the contractor has subcontracted the provision of direct services to another entity, the AAA will monitor such direct provider to assure compliance with applicable laws and standards.

17. Equal Access to Services and Targeting:

17.1 Equal Access
A. AAA agrees to comply with requirements for equal access to programs and services funded under the OAA and New York State law. Equal access includes language accessibility, nondiscrimination and concentration of services on target populations as required in the OAA, NYS regulations, other relevant laws and NYSOFA policies. AAA agrees that it will not based on race, color, or national origin exclude any person from participation in; deny the benefits of; or subject any person to discrimination, under any
program or activity receiving federal financial assistance. AAA will make every effort to comply with Civil Rights Act Title VI including provision of translation or interpretation services necessary for participation in federally assisted programs or activities by persons that have limited English proficiency.

B. With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA shall serve any older adults and ensure equal access for participation, services, activities, and informational sessions without regard to Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Arrest or Conviction Record, Predisposing Genetic Characteristics or Victims of Domestic Violence.

C. AAA agrees to examine the services it provides, identify any need for services to those with limited English proficiency, and develop and implement a system to provide those services so persons with limited English proficiency can have meaningful access in compliance with Federal Executive Order 13166.

D. With regard to language accessibility, AAA agrees that it will:

1) Ensure that limited English proficiency persons are informed at service locations of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by persons with limited English proficiency.

2) At a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice.

3) Ensure all aging services staff with public contact are aware and trained in the timely and appropriate use of these and other available language services.

4) Report on the telephonic interpretation service which it has established in this Annual Implementation Plan under the section entitled, "Demographic Data and Targeting Objectives" as required in 12-PI-08.

5) Make available vital documents, as defined in 12-PI-08 translated into the languages spoken by a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, for individuals in need of services or information in a language other than English for effective communication.

E. The AAA will comply with Section 504 of the Rehabilitation Act of 1973 (applicable to programs or activities that receive federal financial assistance) and Titles II (covering all services, programs, activities conducted by public entities) and III (covering private entities, including non-profits, that are considered places of public accommodation including, but not limited to health related offices and senior centers) of the Americans with Disabilities Act (ADA). AAA shall not discriminate against persons with disabilities in the provision of benefits or services or the conduct of programs or activities. The AAA will require its contractors to likewise comply with Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the ADA.

17.2 Targeting: The AAA will set specific targeting objectives and the methods to achieve the objectives, consistent with NYSOFA policy, for:
A. providing services to older adults with greatest economic need (i.e., need resulting from an income level at or below the poverty line), older adults with greatest social need (i.e., need caused by non-economic factors, including physical and mental disabilities, language barriers, and isolation that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently), or older adults at risk for institutional placement; and

B. providing services to low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas.

18. **Coordination of Services with other Government Programs:** The AAA assures that those to be served under this Plan are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act or any other governmental program and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, unless the AAA has in effect an agreement providing for reimbursement from the appropriate funding source for such services.

19. **Licensure and Certification:** The AAA shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of services, the AAA and its contractors, and contractor’s subcontractors if any, providing such services under the approved Plan shall be so licensed or certified. Workers delivering services funded under this Plan must be appropriately qualified, selected, trained and supervised.

20. **Educational Opportunities:** The AAA shall compile information on institutions of higher education in the PSA regarding courses offered to older adults and policies on enrollment and tuition and such other information as may be necessary to encourage such educational activities and make a summary of this information available to older adults at appropriate places.

21. **Reporting:** The AAA agrees to comply with the reporting requirements as set forth by NYSOFA.

A. The AAA and its contractors will utilize a Minimum Data Set (MDS) compliant assessment tool for: 1) assessing or re-assessing older adults for personal care levels I and II, case management, home health aide, home delivered meals, consumer directed in-home services, and adult day/adult day health services, and 2) for obtaining data on these older adults for reporting purposes. (See Program Instruction 97-PI-01 [1/3/97].)

B. In conducting the MDS-compliant assessment for the above-listed services, the AAA and its contractors will make every effort to complete the assessment and develop an appropriate care plan that includes formal and informal supports, during the initial visit with the older adult(s). If the assessment and care plan are not completed during the initial visit, these activities must be concluded within 6 working days of the initial visit.

C. The AAA understands the necessity of submitting, through the mechanism provided by NYSOFA, timely and accurate CAARS and client-based data to NYSOFA for Federal and State reporting purposes. The AAA assures that it will submit CAARS reports and consumer-based data as specified by NYSOFA within twenty days following the end of each reporting period. Failure to provide data accurately detailing AAA program activity within the time frames in the NYSOFA reporting procedures may result in the withholding of payments.
22. **Contributions:** The AAA agrees to comply with all NYSOFA policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions including 03-PI-05, NYSOFA Program Income Policy. Individuals with self-declared incomes at or above 185 percent of the federal poverty line will be encouraged to contribute at levels based on the actual cost of services.

23. **Corporate Eldercare:** The AAA agrees that any corporate eldercare activities undertaken by it shall comply with the policies and guidance set forth in 90-PI-63 [11/1/90].

24. **Funding Availability:** The AAA agrees that all payments to be made under this Plan are subject to the availability of Federal/State funds and NYSOFA shall have no liability to the AAA beyond the amounts made available in the Federal and State Budgets.

25. **Terminations:**

   A. Any programs and funding under this Plan may be terminated at any time upon mutual written consent of NYSOFA and the AAA.

   B. NYSOFA may terminate in whole or in part any programs and funding included in this Plan immediately, upon written notice of termination to the AAA, if the AAA fails to comply with the terms and conditions of this Plan as it pertains to such program or funding and/or with any laws, rules, regulations, policies or procedures applicable to such programs.

   C. NYSOFA may also terminate in whole or in part any programs or funding included in this Plan for any reason in accordance with the following provisions:

      1) NYSOFA shall have the right to terminate any or all programs or funding included in this Plan early for: (i) unavailability of funds; (ii) cause; (iii) convenience; or (iv) non-responsibility.

      2) NYSOFA retains the right to cancel any programs included in this Plan, in whole or in part without reason provided that the AAA is given at least 60 days' notice of its intent to cancel. NYSOFA may only invoke its right to terminate for convenience provided that NYSOFA has given written notice to the AAA at least 60 days prior to the date of termination, unless NYSOFA has otherwise reserved the right to terminate at any time. This provision should not be understood as waiving NYSOFA's right to terminate the program for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

      3) The AAA shall make a full and final accounting of all funds received under all terminated program(s) within sixty (60) days of the termination notice.

   D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

   E. Upon receipt of notice of termination, the AAA agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by
NYSOFA.

F. NYSOFA shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to any specific terms set forth elsewhere in this Plan. In no event shall NYSOFA be liable for expenses and obligations arising from the program(s) after the termination date.

G. The procedures for termination as set forth in A through F are subject to the requirements under the OAA, other pertinent federal laws and state laws.

26. Native American Access to Services: The AAA agrees to pursue activities to increase access by older adults who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits under the OAA, if applicable.

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

27. 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 service 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" and 2 CFR Part 200 -- Subpart F Audit Requirements.

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

28. 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 (9 NYCRR Part 6654.9), and 90-PI-36 [6/19/90].
**Standard Assurances Applicable to Title III-C**

29. **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#36.)

30. 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-D

31. Title III-D

A. Area Plan Administration: No Title III-D funds shall be budgeted or expended for Area Plan Administration.

B. Evidence-based: The AAA shall expend all Title III-D funding on evidence-based programs/interventions only. Each evidence-based program/intervention selected by the AAA shall meet the criteria for highest-level evidence-based health promotion programs as established by the ACL.

Standard Assurances Applicable to Title III-E Caregiver Program

32. Title III-E Caregiver Program

A. Comprehensive Support System: The AAA shall provide multifaceted systems of support services for family caregivers and older relative caregivers as this term is defined in OAA §372(a).

B. Older Relative Caregivers: The AAA may budget up to 10% of its Title III-E funds (Federal funds plus local match), plus any income generated by older relative caregivers, for an older relative caregivers 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 older relative caregiver services, for an older relative caregiver program. Caregiver services under OAA Title III-E will be provided only to older relatives as defined in OAA §372(a)(3).

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; and

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 older 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.

F. **Use of Volunteers:** Each AAA shall make use of trained volunteers to expand the provision of the available services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community settings.

33. **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.

34. **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 Assurances Applicable to Caregiver Resource Centers**

35. **Caregiver Resource Centers**

A. **CRC Services:** If the AAA has a Caregiver Resource Center (CRC) funded under NYS
Elder Law § 206, AAA agrees to provide and enhance CRC services. CRC services are similar to the required services funded through the Title III-E Caregiver Program, except that CRC does not fund respite and supplemental services. The AAA’s CRC services can supplement or be integrated, as appropriate, into the AAA’s Caregiver Program, with the goal of using AAA expertise to achieve cost-effective, productive and creative “best practices” caregiver services that can serve as models for other AAs.

B. Materials Developed Under CRC: If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law § 206, AAA agrees that all materials developed by the AAA in connection with the CRC program shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials.

**Standard Assurance Applicable to WIN**
(for additional Assurances applicable to WIN, see also SA#30 and SA#5B).

36. 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**

37. 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 9 NYCRR §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. 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.

38. **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**

39. 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**

40. 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**

41. 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**

42. **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

43. 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

44. 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 the Health Insurance Information, Counseling and Assistance Program (HiICAP)

45. Health Insurance Information, Counseling and Assistance Program (HiICAP)

A. The AAA agrees that the Project Narrative and Budget included in the Plan may not be modified without the written consent of the NYSOFA.

B. The AAA agrees that it will not assign or transfer the rights or responsibilities it has with regard to the HiICAP program without the prior written consent of NYSOFA. If the AAA contracts the direct performance of the HiICAP program, including the HiICAP Coordinator, it retains primary responsibility for satisfying the responsibilities set forth in this Plan and the AAA will include the responsibilities in the agreement with such contractor.

C. The AAA agrees to provide counseling to individual Medicare beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.

D. The AAA will make counseling resources and locations locally accessible to low-income, dual-eligible, and hard-to-reach beneficiaries and will equip its counselors to provide in-depth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, Medicare Advantage Plans, EPIC enrollment and coordination with Medicare Prescription Drug Coverage.

E. The AAA will provide counseling information about original Medicare plan information and options and the AAA’s HiICAP assigned staff must have knowledge and develop referral contacts for assistance in the following areas:

1) Medicare eligibility, benefits, preventive services and claims filing;

2) Medicare Prescription Drug Benefit;

3) EPIC and how it works with the Medicare prescription drug plans;
4) Medicaid eligibility, benefits and spousal protections (local Department for Social Services), Medicaid Managed Long Term Care (ICAN);

5) Medicare Supplement insurance policy coverage, comparison information and claims filing;

6) Long Term Care (LTC) insurance and planning (NYS Partnership for LTC); and

7) Other types of health insurance benefits (including employer, retiree, Medicare Savings Program benefits, "Extra Help", etc.).

F. The AAA acknowledges that HIICAP is a volunteer-based program and will be operated as such. AAAs must increase and enhance the counselor work force and equip them to be proficient in the areas noted above. A list of all trained HIICAP volunteers and staff must be submitted to NYSOFA as part of the AAA’s application.

G. The AAA will not allow individuals who are currently licensed as health insurance agents/brokers, or have some other conflict of interest, to counsel, administer, or volunteer for HIICAP in any capacity even if the individual is willing to sign a disclaimer stating that he or she will provide unbiased insurance counseling information to beneficiaries. If the AAA believes there may be a conflict of interest, the AAA Director or HIICAP Coordinator will obtain direction from the NYSHIP Director as to whether the relationship, as described by the AAA, presents a conflict of interest.

H. The AAA will ask program volunteers whether or not they are licensed to sell health insurance products and the status of their current license.

I. The AAA agrees to designate a HIICAP Coordinator to be responsible for the AAA’s performance under this Plan. The HIICAP Coordinator shall be the AAA’s representative and contact person for all HIICAP related issues including program and reporting.

J. The HIICAP Coordinator(s) designated by the AAA will oversee the training and quality of service provided by all volunteers and staff. The Coordinator(s) annually will certify that volunteers have satisfied the annual training requirements. Significant training and support will be necessary to prepare counselors to help beneficiaries understand and enroll in new choices and benefits created by the MMA (Medicare Modernization Act) and subsequent Federal Laws such as the Affordable Care Act of 2010. The Coordinator will oversee and manage the inventory of training and consumer education supplies.

K. The AAA agrees that its designated HIICAP Coordinator(s) will attend at least one NYSOFA HIICAP training, use all NYSOFA-prescribed HIICAP training material, and encourage counselors to participate in NYSOFA sponsored monthly coordinator and other conference calls.

L. The AAA agrees that all HIICAP Coordinators and volunteers, who counsel Medicare beneficiaries, will participate in the HIICAP certification process, as often as is required by NYSOFA.

M. The AAA shall make certain that all information and documentation pertaining to Medicare beneficiaries be kept confidential. Beneficiary information will be kept in an area that is secure. All confidential documents will be stored in locked file cabinets or rooms accessible only to those who have authority, or, for digital versions, in a password...
protected electronic file. Whenever the AAA has in its custody confidential Medicare beneficiary information that the AAA does not need to keep on file any longer to be able to assist such beneficiary, the AAA will dispose of that confidential information in a complete and secure manner (such as shredding) to avoid unauthorized disclosure(s) of the information.

N. The AAA assumes responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted.

O. The AAA agrees that it will submit monthly performance reports as specified by NYSOFA on all HIICAP Client Contacts and Public & Media Events via the National SHIP (State Health Insurance Assistance Program) reporting System at https://shipnpr.acl.gov. The AAA agrees to complete the annual Resource Report on paper forms and send the completed report to NYSOFA.

P. The AAA agrees to ensure the capacity to access Internet information via basic dial-up access at the minimum, with a high-speed connection preferred, including expanding and maintaining Internet capability at the local counseling levels. The AAA will have the capacity to send and receive a high volume of information (including training materials and Power Point presentations) through electronic mail (email) and through the Internet. The AAA assures that HIICAP counselors will have access to Internet-based information, training materials, counseling and enrollment tools.

Q. The AAA agrees to ensure adequate capacity to receive and properly answer and address all calls received through the NYS HIICAP Hotline (1-800-701-0501) as calls are automatically transmitted to the local AAA/HIICAP.

R. Upon approval of this application and issuance of a Notification of Grant Award, the AAA is eligible to request an advance of up to twenty-five percent (25%) of its award. The AAA shall submit appropriate Claim for Payment in such form as required by NYSOFA. The final Claim for Payment will be submitted to NYSOFA within sixty (60) days after the ending date of the grant period.

S. The AAA will include the express acknowledgement, "This publication has been created or produced by [county] with financial assistance, in whole or in part through a grant from the New York State Office for the Aging and the Administration for Community Living." on all new publications funded solely or in part by HIICAP.

T. NYSOFA has approved the following disclaimers that the AAA must use when disseminating HIICAP materials and/or advertising:

1) "The information provided by the Health Insurance Information, Counseling and Assistance Program is intended for the sole purpose of educating consumers in regard to the choices available for their health insurance needs. Particular emphasis is placed on understanding original Medicare. Nothing herein is intended nor should it be construed as an endorsement by the State of New York of any specific insurance product or insurer."

2) If the above disclaimer is too lengthy for certain media items (i.e. flyers, small brochures, etc.), the disclaimer below may be used as a substitute:

"New York State does not endorse nor recommend any specific insurance product
or insurer; this program is solely intended to educate consumers about their choices."

U. Upon request by the State HIICAP Coordinator, the AAA will provide to NYSOFA program information and other reports as required, in the format and at the timing specified by NYSOFA, on activities provided under the current HIICAP grant.

V. The AAA shall not use SHIP federal funds to purchase promotional giveaways or incentive items, unless such items are educational in nature as required by ACL and pre-approved by NYSOFA.

W. The AAA agrees to implement Volunteer Risk and Program Management (VRPM) policies and procedures as required by ACL.
SCHEDULE E

REMUNERATION SCHEDULE

Innovations in Nutrition Pilot Program

The County agrees to pay the Agency $250,000 of Department of Health and Human Services Administration for Community Living (ACL) Innovations in Nutrition federal grant monies.

The obligation of the County under this Agreement shall not be in excess of $250,000, the amount authorized by the Erie County Legislature.

The Agency agrees to accept the aforementioned payment and except as otherwise expressly stated in this Agreement, no out of pocket expenses shall be made by the County to the Agency for out-of-pocket expenses or disbursements made in connection with the contract services to be performed hereunder.
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 The County of Albany (on behalf of the Albany County Department of Aging), ("Business Associate") is made and entered into effective the 1st day of January 201 ("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 Volunteer Services executed on or about January 1, 2018 ("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 Albany County Department of Aging. 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 "E PHI" 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 E PHI.

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, Disclosures 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:  Eric County Department of Senior Services  
     Rath Building  
     95 Franklin Street, 13th floor  
     Buffalo, New York 14202  

     Attn: Daniel Szewc

TO:  Albany County Department of Aging  
     112 State Street  
     Albany, New York 12207  

     Attn: Scott Siegel

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 Albany County, State of New
York. If the matter is brought in Federal Court, the parties agree to the venue of the Northern 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: Timothy Hogues

Title: Commissioner

Date: __________________________

ALBANY COUNTY (ON BEHALF OF THE ALBANY COUNTY DEPARTMENT OF AGING)

By: __________________________

Print Name:

Title:

Date: __________________________
Schedule G
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”). 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 Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

________________________
Signature

Verification

STATE OF ____________ )
COUNTY OF ____________ ) SS:

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

B) ___________________________________, being duly sworn, states that he or she is the Name of Corporate Officer ___________________________________, of ___________________________________, 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 ______
Day of ________________, 20____

________________________
January 3, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend contract with Peter Young Industries, to provide Home Delivered Meals to older adults who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit.

The Contractor delivered 36,588 meals within the Colonie, Arbor Hill and Guilderland. The demand for home delivered meals in the Contractor's service area has exceeded its contracted amount. Additional money is needed to cover this demand which is within budget. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 6333 Hot Meals at $8.95/meal – totaling $56,680.35, 868 Cold Meals at $6.77/meal - $5,876.36, 2730 Frozen Meals at $8.95/meal – totaling $24,433.50, and 294 shelf stable meals at $5.25/meal totaling $1543.50, adding an additional $88,533.71 to their 2018 Contract.

Amendment Amount - $88,533.71
Contract Term – 1/1/2018 – 12/31/2018
Funding Source – 90.84%-Federal, 9.16%-County
Budget Amendment – No
Revenue Account – Aging -AA6772, 04775, 04778

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to amend contract with The Peter Young Industries, Inc. for the provision of additional Home Delivered Meals.

Date: 12/27/2018
Submitted By: Patrick Dillon
Department: Department for Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.: Deborah Riittano
Attending Meeting:

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☑ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Peter Young Industries

Additional Parties (Names_addresses):
575 Broadway Menands, New York 12204

Amount.Raise Schedule/Fee: $88,533.71
Scope of Services:
The Albany County Department for Aging is requesting legislative approval to amend contract with Peter Young Industries for the provision of additional Home Delivered Meals for older adults in specified zone(s) within Albany County.

Bond Res. No.: 
Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☑
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☑ No ☐
Anticipated in Current Budget: Yes ☑ No ☐

County Budget Accounts:
Revenue Account and Line: 04775
Revenue Amount: $72,962.51
Revenue Account and Line: 04778
Revenue Amount: $7,464.25

Appropriation Account and Line: 44453
Appropriation Amount: $88,533.71

Source of Funding - (Percentages)
Federal: 90.84%
State: Click or tap here to enter text.
County: 9.16%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2018 - 12/31/2018
Length of Contract: 12 months

Impact on Pending Litigation Yes ☐ No ☑
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 28
Date of Adoption: 2/12/2018

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

The ACDFA is requesting contract authorization to amend contract with Peter Young Industries to provide additional home delivered meals to eligible seniors in Albany County. The Contractor delivers meals that meet the nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council, and the quantities determined by the Albany County Central Assessment Unit. The Contractor delivered 36,588 meals within the Colonie, Arbor Hill and Guilderland zone. The demand for home delivered meals in the Contractors service area has exceeded its contracted amount. Additional money is needed to cover this demand which is within budget. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 6333 Hot Meals at $8.95/meal - totaling $56,680.35, 868 Cold Meals at $6.77/meal - $5,876.36, 2730 Frozen Meals at $8.95/meal - totaling $24,433.50, and 294 shelf stable meals at $5.25/meal totaling $1543.50, adding an additional $88,533.71 to their 2018 Contract.
January 3, 2019

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend contract with Senior Projects of Ravena (Ravena), to provide Home Delivered Meals to older adults who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit.

The contractor delivered 16,059 meals within the Ravena, Coeymans and South Bethlehem zone. The demand for home delivered meals in the contractor's service area has exceeded its contracted amount. Additional funding is required to cover this demand which is within our anticipated budget. This amendment will increase the number of home delivered meals by; 3576 hot meals at $8.73/meal - totaling $31,218.48 and 59 shelf stable meals at $5.25/meal – totaling $309.75, 357 cold meals at $6.01/meal - totaling $2,145.57, ineligible hot meals by 16 at $8.73/meal totaling - $139.68, ineligible cold meals by 9 units at $6.01/meal totaling - $54.09 for a grand total of an additional $33,867.57 to their 2018 contract.

Amendment Amount - $33,867.57  
Funding Source – 90.86%-Federal, 9.14%-County  
Revenue Account – Aging-AA6772, 04777, 04778

Contract Term – 1/1/2018 – 12/31/2018  
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano  
Commissioner

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauro, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Amis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to amend contract with Senior Projects of Ravenna for the provision of additional Home Delivered Meals.

Date: 12/27/2018
Submitted By: Patrick Dillon
Department: Department for Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.: Deborah Rutilano
Attending Meeting:

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) 

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☒ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Senior Projects of Ravena

Additional Parties (Names Addresses):
9 Bruno Boulevard Ravena, New York 12143

Amount.Raise Schedule/fee: $33,867.57
Scope of Services: The Albany County Department for Aging is requesting legislative approval to amend a contract with Senior Projects of Ravena for the provision of additional Home Delivered Meals for seniors in specified zone(s), within Albany County.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:
Revenue Account and Line: 04777
Revenue Amount: $27,585.07
Revenue Account and Line: 04778
Revenue Amount: $2,914.16
Appropriation Account and Line: 44453
Appropriation Amount: $33,867.57

Source of Funding - (Percentages)
Federal: 90.86%
State: Click or tap here to enter text.
County: 9.14%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2018 - 12/31/2018
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 29
Date of Adoption: 2/12/2018

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

The ACDFA is requesting legislative authorization to amend our 2018 contract with Senior Projects of Ravena to provide additional home delivered meals to eligible seniors in Albany County. The contractor delivered 16,059 meals within the Ravena, Coeymans and South Bethlehem zone. The demand for home delivered meals in the contractor's service area has exceeded its contracted amount. Additional funding is required to cover this demand which is within our anticipated budget. This amendment will increase the number of home delivered meals by 3576 hot meals at $8.73/meal - totaling $31,218.48 and 59 shelf stable meals at $5.25/meal - totaling $309.75, 357 cold meals at $6.01/meal - totaling $2,145.57, ineligible hot meals by 16 at $8.73/meal totaling - $139.68, ineligible cold meals by 9 units at $6.01/meal totaling - $54.09 for a grand total of an additional $33,867.57 to their 2018 - contract.
7
January 3, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend the contract with Senior Services of Albany (SSA), to provide additional Congregate Meal Services to older adults who reside within Albany County and meet specific criteria as required by Albany County and NYSOFA.

Senior Services of Albany provide congregate meal services to older adults at the following eight (8) locations, Westview Apartments, South Mall Towers, Cohoes Multi-Service Senior Center, Watervliet Senior Center, Helderberg Senior Center, Frank Chapman Memorial Institute, St. Vincent Apartments, and Ohav Sholom Apartments. The Contractor has requested an additional 3,339 congregate meal units at $10.00/meal totaling an additional $33,390.00 at their eight (8) congregate locations.

Amendment Amount – $33,390.00
Total Contract Amount - $328,290.00
Contract Term – 1/1/2018 – 12/31/2018
Funding Source – 77% - Federal, 23% - County
Budget Amendment – No
Revenue Account – Aging – AA6772, 04777, 04778

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mailliello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to amend contract with Senior Services of Albany for the provision of additional congregate meals.

Date: 01/03/2019
Submitted By: Patrick Dillon
Department: Department for Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.: Deborah Raitano
Attending Meeting: 

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☑ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
 Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Senior Services of Albany
32 Essex Street
Albany, New York 12206

Additional Parties (Names.addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $33,390.00
Scope of Services:
Senior Services of the Albany Area provides Congregate Meals for seniors living in Albany County at the following established congregate meal sites: Westview Apartments, South Mall Towers, Cohoes Multi-Services Senior Center, Watervliet Senior Center, Helderberg Senior Center, Frank Chapman Memorial Institute, St. Vincent Apartments and Ohav Sholom Apartments.

Bond Res. No.: 
Date of Adoption:  

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
Requesting authorization to amend the contract with Senior Services of Albany to provide additional congregate meals services to seniors in Albany County. The Contractor provides meals that meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council. The Contractor has requested an additional 3339 congregate meal units at $10.00/meal totaling an additional $33,390.00 to the $294,900.00 2018 contract at their eight (8) congregate locations. Amended contract amount, $328,290.00.
January 3, 2019

Hon. Andrew Joyce, Chair
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to enter into a contract with Access Transit, Inc. (CDTA) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible seniors living in Albany County. Transportation to vital services includes; Medical Appointments, Pharmacy, Grocery Shopping and/or Food Pantry, Adult Day Care, and Congregate Meal Sites. The Contractor shall also provide education on fare products to seniors that qualify for CDTA STAR Services.

The brokerage services will include receipt and disposition of transportation requests, transportation vendor network management, and coordination of transportation services to deliver quality services at the lowest cost and analysis and reporting of transportation services utilization.

The Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible seniors. Due to limited funding, we will ensure that available resources are prioritized to provide vital transportation services to seniors that do not have access to other means of transportation.

Contract Amount: $580,000.00
Contract Term: 1/1/2019 -12/31/2019
Funding Sources: State – 61%, Federal – 18%, County – 21%

Respectfully,

Deborah C. Rittano
Commissioner

Cc: Hon. Dennis Feeney, Legislative Majority Leader
    Hon. Frank Maurillo, Legislative Minority Leader
    Kevin Cannizaro, Legislative Majority Counsel
    Arnis Zilge, Legislative Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to enter into an agreement with Access Transit, Inc. (CDTA) to provide transportation services for older adults in Albany County

Date: 10/23/2018
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep. Deborah Riitano
Attending Meeting:

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap to enter text.

Contract Terms/Conditions:

Party (Name/address):
Access Transit, Inc. (CDTA)

Additional Parties (Names-addresses):
85 Watervliet Avenue Albany, New York 12206

Amount/Raise Schedule/Fee: $580,000.00
Scope of Services: Transportation services to be provided to eligible seniors will include; 1.) Receipt and disposition of all appropriate transportation requests for eligible individuals using a reservation, scheduling and routing system. 2.) Management of all designated transportation services, including functions associated with recruiting, entering into subcontracts with transportation vendors. 3.) Financial negotiations, reconciliation and reimbursement of trips related to ACDFA transportation and vendors. 4.) Coordination of services designed to deliver quality transportation at the most appropriate level of need and most economical cost. 5.) Analysis and report of transportation service utilization trends and factors, including utilization by geographic zones and by mode of transportation.

Concerning ALL REQUESTS

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.
Mandated Program/Service: Yes ☐ No ☑
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☑ No ☐
Anticipated in Current Budget: Yes ☑ No ☐

**County Budget Accounts:**

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<th>Revenue Account and Line</th>
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**Source of Funding - (Percentages)**

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<td>Federal</td>
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<tr>
<td>State</td>
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<tr>
<td>County</td>
<td>21</td>
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<tr>
<td>Local</td>
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**Term**

<table>
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<tr>
<th>Term: (Start and end date)</th>
<th>Length of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2019 to 12/31/2019</td>
<td>12 months</td>
</tr>
</tbody>
</table>

**Impact on Pending Litigation**

<table>
<thead>
<tr>
<th>Impact on Pending Litigation</th>
<th>Yes ☐ No ☑</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, explain:</td>
<td>Click or tap here to enter text.</td>
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**Previous requests for Identical or Similar Action:**

<table>
<thead>
<tr>
<th>Resolution/Law Number</th>
<th>Date of Adoption</th>
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</thead>
<tbody>
<tr>
<td>441</td>
<td>11/13/2017</td>
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**Justification:** (state briefly why legislative action is requested)

Click or tap here to enter text.

The Albany County Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible seniors age 60 and older. Due to limited funding, we will ensure that available resources are prioritized to provide vital transportation services to seniors that do not have access to other means of transportation. In order to be eligible for the transportation services you must be an; Albany County Resident, Age 60 and over and, not have access to other means of
transportation. The following are considered vital destinations; Dialysis, Medical Appointments, Adult Day Programs, Congregate Meal Sites, Grocery Shopping and/or Food Pantry, Pharmacy Visits.
January 3, 2019

Hon. Andrew Joyce, Chair
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to amend the contract with Assess Transit, Inc. (CDTA) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible seniors living in Albany County. Transportation to vital services includes; Medical Appointments, Pharmacy, Grocery Shopping and/or Food Pantry, Adult Day Care, and Congregate Meal Sites. The Contractor shall also provide education on fare products to seniors that qualify for CDTA STAR Services.

The brokerage services include receipt and disposition of transportation requests, transportation vendor network management, and coordination of transportation services to deliver quality services at the lowest cost and analysis and reporting of transportation services utilization.

The Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible seniors. Access Transit, Inc. has requested additional funding due to an increase in specialized transportation services for program eligible seniors. This Amendment, to the prior approved Access Transit Contract for $500,000.00, increases the contract amount $27,853.68 which is available in the 2018 budget totaling $527,853.68. ACDA will ensure that available resources are prioritized to provide vital transportation services to seniors that do not have access to other means of transportation.

Respectfully,

Deborah C. Riitano
Commissioner

Cc: Hon. Dennis Feeney, Legislative Majority Leader
    Hon. Frank Mauriello, Legislative Minority Leader
    Kevin Cannizaro, Legislative Majority Counsel
    Arnis Zilgme, Legislative Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to amend contract with Access Transit, Inc. (CDTA) who provide transportation services for older adults in Albany County.

Date: 1/3/2019
Submitted By: Patrick Dillon
Department: Department for Aging
Title: Contract Administration
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah Riiiano

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☑ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
 Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Access Transit, Inc. (CDTA)

Additional Parties (Names/addresses):
85 Watervliet Avenue Albany, New York

Amount/Raise Schedule/fee: $27,853.68
Scope of Services:
The Department for Aging (DFA) requests legislative approval to amend the contract with Assess Transit, Inc. (CDTA) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible seniors living in Albany County.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: 03782
Revenue Amount: $27,853.68

Appropriation Account and Line: 44046
Appropriation Amount: $27,853.68

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 75
County: 25
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2018 to 12/31/2018
Length of Contract: 12 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 441
Date of Adoption: 11/13/2017

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

The Department for Aging (DFA) requests legislative approval to amend the contract with Assess Transit, Inc. (CDTA) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible seniors living in Albany County. Transportation to vital services includes; Medical Appointments, Pharmacy, Grocery Shopping and/or Food Pantry, Adult Day Care, and Congregate Meal Sites. The Contractor shall also provide education on fare products to seniors that qualify for CDTA STAR Services.

The brokerage services include receipt and disposition of transportation requests, transportation vendor network management, and coordination of transportation services to deliver quality services at the lowest cost and analysis and reporting of transportation services utilization.

The Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible seniors. Access Transit, Inc. has requested additional funding due to an increase in specialized transportation services for program eligible seniors. This Amendment, to the prior approved Access Transit Contract for $500,000.00, increases the contract amount $27,853.68 which is available in the 2018 budget totaling $527,853.68 ACDFA will ensure
that available resources are prioritized to provide vital transportation services to seniors that do not have access to other means of transportation.