

OFFICE OF THE SUPERVISOR

Telephone
(914) 277-3637
Fax
(914) 276-0082

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

ROBERT SCORRANO
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, MARCH 12, 2026**

www.somersny.gov

6:00pm Executive Session

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

III. APPROVAL OF MINUTES:

IV. DEPARTMENT REPORTS: The Town Clerk announces receipt of the following monthly reports: Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks & Recreation, Planning & Engineering, Tax Receiver, Director of Finance and Department Heads.

SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, MARCH 12, 2026
www.somersny.gov

V. BUSINESS OF THE BOARD:

A. TOWN BOARD:

1. Town of Somers – Update
2. Authorize Solicitation of Bids for Asbestos Remediation in the Basement of the Town House, EPF Grant #247346, per memo dated March 2, 2026, from Thomas J. Tooma, Building Inspector.
3. Authorize Solicitation of Bids for Mold Remediation in the Basement of the Town House, EPF Grant #247346, per memo dated March 2, 2026, from Thomas J. Tooma, Building Inspector.
4. Authorize the Supervisor to execute the following:
 - a. The renewal contract with The Guardian Life Insurance Company of America for the Town’s dental insurance coverage for the period of April 1, 2026 through March 31, 2027, per referral from Director of Finance Robert Kehoe.
 - b. The application and all required documents for the Lawler US Congress – Community Project Funding FY27 request for the Town of Somers Sanitary Sewer Installation in the B-HP Sewer District Project for an amount up to \$4,938,920.00, with a minimum required 20% match of eligible costs or up to \$987,784.00.
 - c. The application and all required documents for the Senator Gillibrand Congressionally Directed Spending FY27 request for the Town of Somers Sanitary Sewer Installation in the B-HP Sewer District Project for an amount up to \$4,938,920.00, with a minimum required 20% match of eligible costs or up to \$987,784.00.
 - d. The application and all required documents for the Senator Schumer Congressionally Directed Spending FY27 request for the Town of Somers Sanitary Sewer Installation in the B-HP Sewer District Project for an amount up to \$4,938,920.00, with a minimum required 20% match of eligible costs or up to \$987,784.00.

B. PARKS & RECREATION: No additional business.

C. FINANCIAL: No additional business.

SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, MARCH 12, 2026
www.somersny.gov

D. HIGHWAY: No additional business.

E. PERSONNEL:

1. **Current Vacancies:**

- a. Affordable Housing Board (2- 2-year terms ending 7/11/2026.)
- b. Affordable Housing Board (1- 2-year term ending 7/11/2027.)
- c. Assessment Board of Review (1- 5-year term ending 9/30/2029.)
- d. Assessment Board of Review (1- 5-year term ending 9/30/2030.)
- e. Parks and Recreation Board (2- 3-year terms ending 3/9/2029.)
- f. Partners in Prevention Committee (1- 3-year term ending 12/31/2026.)
- g. Planning Board (1- 7-year term ending 12/31/2026.)
- h. Planning Board (1- 7-year term ending 12/31/2029.)

2. **Upcoming Vacancies - Terms Expiring in 2025:**

- a. Architectural Review Board (4- 3-year terms ending 3/31/2026.)

3. Authorize the hiring of Freddy Yanqui as a probationary full-time Park Groundskeeper in the Parks and Recreation Department, Grade 4 Step 1 at an annual salary of \$50,269.00 in accordance with the CSEA contract, contingent upon successful completion of physical, drug screening, background check, and New York State driver's license verification, per memo dated February 27, 2026, from Steven Ralston, Superintendent of Parks and Recreation, effective March 23, 2026.
4. Authorize the re-appointment of John Zattola to the Somers Parks and Recreation Board to a 3-year term ending March 9, 2029.
5. Authorize the re-appointment of Don Penzine to the Somers Parks and Recreation Board to a 3-year term ending March 9, 2029.

F. PLANNING & ENGINEERING: No additional business.

G. POLICE: No additional business.

H. CONSENSUS AGENDA:

1. The III-B Transportation Services Contract, for the period of January 1, 2025 through December 31, 2025 per memo dated February 24, 2026 from Princess Guerra, Nutrition Program Director.

**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, MARCH 12, 2026
www.somersny.gov**

2026 Calendar

March 12, 2026	7:00pm	Town Board Regular Meeting
April 9, 2026	7:00pm	Town Board Work Session
April 16, 2026	7:00pm	Town Board Regular Meeting
May 7, 2026	7:00pm	Town Board Work Session
May 14, 2026	7:00pm	Town Board Regular Meeting

3/9/2026 5:27 PM

SomersNY-Supervisor/Shared Documents/kdelucia/TB Agendas/2026/Mar 12, 2026 Regular Meeting.docx

Telephone
(914) 277-5582

Sent to:
TB, TA, TC
3/9/26
KD

BUILDING DEPARTMENT

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

THOMAS J. TOOMA, JR.
BUILDING INSPECTOR



MEMO TO: Town Board

FROM: Thomas J. Tooma, Jr.

RE: Asbestos Remediation in Town House Basement

DATE: March 2, 2026

Authorize Solicitation of Bids for Asbestos Remediation in the Basement of the Town House, EPF Grant #247346.

Telephone
(914) 277-5582

*Sent to:
TB, TA, TC
3/9/26
KD*

BUILDING DEPARTMENT

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

THOMAS J. TOOMA, JR.
BUILDING INSPECTOR



MEMO TO: Town Board

FROM: Thomas J. Tooma, Jr.

RE: Mold Remediation in Town House Basement

DATE: March 2, 2026

Authorize Solicitation of Bids for Mold Remediation in the Basement of the Town House, EPF Grant #247346, per memo dated March 2, 2026.

Sent to:
TB, TA, TC
3/9/26
KD



KIM DELUCIA
TOWN OF SOMERS
335 ROUTE 202
SOMERS, NY 10589

ARISTA INVESTORS CORP
25 NEWBRIDGE ROAD
SUITE 310
HICKSVILLE, NY 11801

Your Guardian employee benefits
renewal package is enclosed

As a valued Guardian customer, we appreciate your business and hope that you are fully satisfied with our plan offerings and services. Our commitment is to continue providing high-quality plans while placing your benefit needs first.

If you have questions about your renewal package or would like information about other benefits available for your employees, we can assist you. Contact your insurance broker or contact your Guardian Group Sales office at:

199 Water Street, 20th Floor, New York, N.Y., 10038, (212) 482-7777.



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**TOWN OF SOMERS
GROUP PLAN # 00486994**

**RENEWAL PERIOD
April 1, 2026 - March 31, 2027**



guardiananytime.com

The Guardian Life Insurance Company of America, New York, NY.

What you'll find in this package

RENEWAL INFORMATION	PAGE
Commission Disclosure	3
Renewal Rates At-a-Glance	4
Dental Details	5

Please note:

If your group plan includes multiple lines of coverage, a multi-line discount was used in the pricing. If you do not wish to renew all lines of coverage, please contact us for revised pricing.



guardiananytime.com
The Guardian Life Insurance Company of America, New York, NY.

Participating Policy and Producer Compensation Disclosure Statement

Participating Policy Statement:

Any commercial insurance group policy underwritten and issued by The Guardian Life Insurance Company of America, a New York Domiciled mutual company, is a participating policy. It is not expected, however, that a dividend will be paid on any such group policies. All coverage will be provided as set forth in the policies.

Producer Compensation Disclosure:

As is common with Group insurance, your coverage(s) might involve one or more licensed producers who will receive compensation from Guardian for soliciting, negotiating, securing and/or administering the insurance coverage(s) you have purchased. Compensation to these producers may be paid in the form of base commissions, administrative service commissions and, in some instances, supplemental compensation (e.g., an annual performance bonus). For more detailed information regarding producer compensation relative to your Guardian coverage(s), please contact your Guardian local sales consultant or account manager.

Compensation is generated based upon premium which has been remitted by the planholder and applied by Guardian. Graded Commission scales, which can vary by product, are calculated based upon decremental scales (i.e. percentage payable decreases as defined premium thresholds are attained). Graded commission scales refresh annually upon each plan's anniversary. For DHMO, Supplemental Health, SMD and/or ASO Vision commission information, or for any other questions, please contact your local Guardian sales consultant or account manager.

If commissions are paid based on a percentage basis, the percentage is calculated monthly on enrolled lives, not eligible lives. Graded commission scales are calculated as a percentage of annual premium and are on a sliding scale.

Product	Commissions
Dental PPO	Graded Scale Commission



Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 2 and 3

DENTAL PLAN RATES - PPO Q1					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	25	\$56.13	\$16,839	\$59.50	\$17,850
EE + 1	28	\$102.54	\$34,453	\$108.69	\$36,520
FAMILY	27	\$177.53	\$57,520	\$188.18	\$60,970
TOTAL	80		\$108,812		\$115,340

Current Plan Benefits Summaries

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1, 2 and 3

PLAN BENEFITS SUMMARY

Network	In-Network	Out-of-Network
	DentalGuard Preferred	None
Coinsurance		
Preventive	100%	100%
Basic	100%	80%
Major	60%	50%
Deductible		
	\$50	\$50
Waived for preventive?	Yes	Yes
Claim Payment Basis		
	Fee Schedule	UCR 90%
Maximum		
	\$2,000	\$1,500
Orthodontia		
	Included	
Lifetime Maximum	\$1,500	
Coinsurance	50%	
Maximum Rollover		
Threshold		N/A
Rollover Amount		N/A
In-network only rollover		N/A
Max Rollover Limit		N/A
Dependent Age Limit		
		20/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Kim DeLucia

From: Sofia Ohrynowicz <sohrynowicz@m-strat.com>
Sent: Friday, February 13, 2026 3:31 PM
To: Robert Scorrano; Kim DeLucia; Tammi Savva
Subject: Somers - Upcoming Congressional Appropriations FY27

*Sent to: TB, TA, TC
3/9/26
KD*

Follow Up Flag: Follow up
Flag Status: Completed

Hi Rob, Kim, and Tammi,

As you may have seen, a few representatives have started soliciting FY27 Congressionally Directed Spending Requests. As this indicates the application process is around the corner, I wanted to reach out to discuss priority projects. The House Appropriations Committee has not yet released guidance on timing, scope of projects, or even whether they will accept requests this year; however, I want to begin preparing. As such, we at M-Strat suggest using last year's guidance, as there have not been major changes over the last two cycles. If and when new guidance is given, I will update you as soon as it is available.

The focus for requests should be large scale projects (\$250K-4M) that can be enabled either entirely through the grant request or with additional matching funds that are available and committed to cover the difference between the grant request and total project cost. The more shovel-ready a project is, the more competitive it tends to be. Critical infrastructure initiatives are ideal and most competitive for large scale funding.

We were not working with Town yet during this process last year, so please let me know of any new potential project ideas that we can discuss further together for the FY2027 round as soon as possible.

Please also let me know a time to discuss together at your earliest convenience and reach out with any questions in the meantime.

Thank you,

Sofia

Sofia Ohrynowicz
Senior Grant Manager
Millennium Strategies
25 Smith Street
Nanuet, NY 10954
Cell: (845) 521-2235
She/her/hers

Sent to:
TB, TA, TC
3/9/26
KD

Fiscal Year 2027 Community Project Funding Requests

We are excited about the opportunity to work with you to help fund projects that uplift Hudson Valley communities and provide a better quality of life to our residents.

Our office is able to submit a limited number of FY27 Community Project Funding requests this year. Since requests for funding are incredibly competitive, we encourage you to **please submit your information to my office as soon as possible, but no later than close of business on March 6th.**

There are a few factors that will determine whether or not a project is selected for Community Project Funding, including:

- Community Support: Demonstrating strong community support is critical to submitting a competitive funding application. When applying, **please include letters of support** from elected community leaders, press articles highlighting the need for the requested Community Project Funding, support from newspaper editorial boards, projects listed on State intended use plans, community development plans, or other publicly available planning documents, resolutions passed by city councils or boards, etc.
- Period of Funding: Funding requests can **only be for FY27.** No multi-year requests can be considered.
- Eligibility: For-profit recipients are not eligible to apply for Community Project Funding.
- Memorials, museums, and commemoratives (i.e., projects named for an individual or entity) are not eligible for Community Project Funding.

Due to the competitive nature of the application process, it is vitally important that our office has time to work with you to ensure your application is as strong as possible.

Specific guidance from each subcommittee listed below:



- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies

([link](#))

- Commerce, Justice, Science, and Related Agencies ([link](#))
- Energy and Water Development and Related Agencies ([link](#))
- Homeland Security ([link](#))
- Interior, Environment, and Related Agencies ([link](#))
- Labor, Health and Human Services, Education, and Related Agencies ([link](#))
- Military Construction, Veterans Affairs, and Related Agencies ([link](#))
- Transportation, Housing and Urban Development, and Related Agencies: DOT Airport Improvement Program ([link](#)), DOT Highway Infrastructure Projects ([link](#)), DOT Consolidated Rail Infrastructure and Safety Improvements ([link](#)), DOT Transit Infrastructure Grants ([link](#)), DOT Port Infrastructure Development Program ([link](#)), HUD Economic Development Initiatives ([link](#))

sofia.ohrynowicz@gmail.com [Switch account](#)



Draft saved

The name, email, and photo associated with your Google account will be recorded when you upload files and submit this form

* Indicates required question

Primary Organization (City, Town, County, Entity that will be initially receiving the * funds)

Town of Somers

Primary Organization's Website *

<https://www.somersny.gov/>

Primary Contact's Full Name *

Robert Scorrano (Town Supervisor)



Primary Contact's Phone Number *

914-277-3637

Primary Contact's Email *

supervisor@somersny.gov

Secondary Contact's Name *

Steve Woelfle (Principal Engineering Technicia

Secondary Contact's Phone *

914-277-5366

Secondary Contact's Email *

swoelfle@somersny.gov

Organization's Physical Address *

355 Route 202



City *

Somers

State *

NY

Zip Code *

10589

Primary County *

Westchester

Provide the Name of the Project to be Funded *

Somers Business District Sewer Main Installat



Please describe what this project is. *



The Town of Somers proposes replacing aging and capacity limited septic systems and installing a new municipal sewer main within the downtown business hamlet. The Town has been heavily focused on completing infrastructure improvements to address ongoing PFAS issues in the same project area. This parallel project includes critical upgrades to modernize the system, supporting local economic development, the viability of the historic area, and environmental resilience while better serving the needs of residents and businesses. As proposed, the project includes approximately 2,050 linear feet of 8 inch PVC gravity sewer main, which will connect to the existing sewer manhole near the entrance to Heritage Hills on Route 202. From there, wastewater will be conveyed to the Heritage Hills Wastewater Treatment Plant (WWTP). The proposed sewer main alignment will extend along Route 202, past the Somers Town House, and continue northeast on Route 202 to just north of Scott Drive.

Existing septic systems in the district present increasing and unsustainable risks to groundwater quality, public health, and long-term environmental resilience. The proposed sewer alignment lies within the Town's Groundwater Protection Overlay District, an area designated to safeguard the quality and quantity of critical groundwater resources, and ensures a safe and reliable water supply for current and future residents, employees, and the general public. By connecting the district to centralized wastewater treatment, the project will significantly reduce nutrient loading, enhance groundwater and surface water protection, and support sustainable growth in an environmentally sensitive area.

The installation of new sewer infrastructure will further result in substantial economic development opportunities. Commercial parcels currently constrained by septic limits will be able to accommodate expanded restaurants, mixed-use redevelopment, and potential new businesses without the need for significant septic upgrades. These improvements will strengthen the commercial vitality of the district and support local tourism while preserving the historic character of the area. Each year the district continues to use its outdated septic systems, the more devaluation the commercial parcels face, limiting expansion, mixed-use redevelopment, and new business investment as a whole. As such, this upgrade is essential to unlocking future economic growth and prevent stagnation in this key commercial corridor.

It should be noted that in the same street corridor, the Town is planning to install a new 8-inch water main to address PFAS within the Town's drinking water. If funded, this sewer project will proceed concurrently with the water main installation, to maximize efficiency and minimize disruption. Coordinating these improvements reduces construction impacts, avoids repeated road closures, and achieves cost savings through shared excavation and restoration. Combined utility upgrades also improve long-term system reliability, ensure proper separation between utilities, and enhance water quality and fire flow for the community. In conjunction with these projects, and as a follow-up restoration project for both, the Town plans to install a new sidewalk and supportive pedestrian infrastructure along the same corridor over the water and sewer system upgrades. Completing the sewer installation concurrently with the planned water main and sidewalk projects is a time-sensitive opportunity that will not be available again. Coordinating all three upgrades now prevents multiple rounds of road closures, significantly reduces construction impacts, and provides major cost savings the Town cannot realize if the projects proceed separately.



Overall, this project represents a strategic investment in environmental protection, historic preservation, and economic revitalization, while efficiently installing two critical utilities in a single coordinated effort. IT also is an urgent action needed to safeguard public health and prevent infrastructural failures associated with the septic tanks. Acting now will support the Town's multi-pronged efforts to modernize essential utilities efficiently, further protect groundwater resources, and support sustainable growth. This is key to ensuring the continued growth of the community as well as the health and safety of the public and environment.

Total Cost of the Project *

\$6,173,650

Level of Funding Requested for FY27 (Matching non-federal funds may be required) *

\$4,938,920

Has the project received Federal funds previously [yes/no]? If so, please describe. *

No

Has this project been included in a previous Presidential Budget [yes/no]? If so, please describe. *

No



Can the project obligate all appropriated funds within 12 months of exactment [yes/no]? *

Yes

No

What is the projects expected start date? *

April 2027

What is the projects expected end date?

April 2028



What account do you think would be the best fit for your project? *

- Department of Agriculture - Natural Resources Conservation Service (Conservation Operations)
 - Department of Agriculture - Agricultural Research Service (Buildings and Facilities)
 - Department of Agriculture - Rural Housing Service (Community Facilities)
 - Department of Agriculture - Rural Utilities Service (Distance Learning and Telemedicine Grants)
 - Department of Agriculture - Rural Utilities Service (Rural Water and Waste Disposal Grants)
 - Department of Commerce - NIST—Scientific and Technical Research
 - Department of Commerce - NOAA—Coastal Zone Management
 - Department of Justice - COPS Technology and Equipment
 - Department of Justice - Byrne Justice
 - National Aeronautics and Space Administration - Safety, Security, and Mission Services
 - Army Corps of Engineers (Civil Works) - Investigations
 - Army Corps of Engineers (Civil Works) - Construction
 - Army Corps of Engineers (Civil Works) - Mississippi River and Tributaries
 - Army Corps of Engineers (Civil Works) - Operation and Maintenance
 - Department of the Interior - Water and Related Resources
 - Federal Emergency Management Agency - Federal Assistance—Emergency Ops. Centers
 - Federal Emergency Management Agency - Federal Assistance—Pre-Disaster Mitigation
 - Environmental Protection Agency - STAG—Clean Water State Revolving Fund
 - Environmental Protection Agency - STAG—Drinking Water State Revolving Fund
- ?

- Department of Health and Human Services - Health Resources and Services Administration
- Military Construction, Veterans Affairs, and Related Agencies - Army
- Military Construction, Veterans Affairs, and Related Agencies - Army National Guard, Army Reserve
- Military Construction, Veterans Affairs, and Related Agencies - Navy & Marine Corps, Navy Reserve
- Military Construction, Veterans Affairs, and Related Agencies - Air Force and Space Force, Air National Guard
- Military Construction, Veterans Affairs, and Related Agencies - Air Force Reserve
- Military Construction, Veterans Affairs, and Related Agencies - DoD, Defense-Wide
- Department of Housing and Urban Development - CDBG – Economic Development Initiatives
- Department of Transportation - Airport Improvement Program
- Department of Transportation - Highway Infrastructure Projects
- Department of Transportation - Transit Infrastructure Projects
- Department of Transportation - Consolidated Rail Infrastructure and Safety Improvements
- Department of Transportation - Port Infrastructure Development Program



What are the benefits of this project and why is it a priority? Funding requests cannot be submitted without this written background request, and the more information you can provide about how this project will benefit our community the better. (250 word MAX)

The Town of Somers foresees several major benefits to the public and the environment as a result of this project. Firstly, by connecting the district to centralized wastewater treatment, the project will significantly reduce nutrient loading, enhance groundwater and surface water protection, and support sustainable growth in an environmentally sensitive area. Furthermore, the installation of new sewer infrastructure will result in substantial economic development opportunities, as commercial parcels that are constrained by septic limits will be then able to expand, making room for mixed-use redevelopment and potential new businesses to move in. These improvements will strengthen the commercial vitality of the district and support local tourism while preserving the historic character of the area. Lastly, with the water main installation taking place in the same area, the Town is in a unique situation in which we will be able to complete these projects side-by-side within the same project area, minimizing interference between construction coordination and the public. Such a situation will not present itself again; coordinating these improvements will reduce construction impacts, avoid repeated road closures, and achieve cost savings through shared excavation and restoration.

Do you have letters of support, news articles, or other demonstrators of community support to submit with this project? These will be vital to any strong application for CPF funding. Please upload these documents. *

Yes, please see attached.

Please upload any Letters of support here.

Upload up to 5 supported files. Max 10 MB per file.

 Add file

Submit

Clear form



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Google Forms



Somers Department of Parks & Recreation
PO Box 46 Somers, New York 10589

Phone: (914)-232-8441
Fax: (914)-232-8548
Email: parks@somersny.com
Web: www.somersny.com

Steven Ralston
Superintendent

February 27, 2026

RECEIVED

FEB 27 2026

OFFICE OF THE SUPERVISOR
TOWN OF SOMERS



Sent to:
TB/TA,TC
3/6/26
AD

To: Town Board

From: Steven Ralston **SR**
Superintendent of Parks and Recreation

Re: Staff Request

Request permission to hire Freddy Yanqi, Park Groundskeeper Grade 4 Step 1 at an annual salary of \$50,269.00 in accordance with the CSEA contract. Start Date March 23, 2026, pending the successful results of a physical, drug test, background and NYS driver's license checks.

Thank you for your consideration

C: Park Board
Director of Finance
Town Clerk

Kim DeLucia

From: John Zattola
Sent: Monday, March 2, 2026 3:48 PM
To: Robert Scorrano; Kim DeLucia
Subject: Parks and Rec board

3/2/26
KD

Dear Mr.Scorrano

I would like to be considered for another term on the parks and recreation board.

Sincerely,

John Zattola

Kim DeLucia

From: Don
Sent: Wednesday, March 4, 2026 3:37 PM
To: Robert Scorrano
Cc: Kim DeLucia
Subject: P/R Board

KD

Rob, per your memo of 2/25/2026 referencing my Parks & Recreation Board position. Yes, I would like to remain on the Board for another term.

Don Penzine



Virus-free. www.avast.com



Kenneth W. Jenkins
County Executive

Department of Senior Programs and Services

Mae Carpenter
Commissioner

February 17, 2026

Ms. Princess Guerra
Director
Town of Somers
Wayne Van Tassel Memorial Park
P. O. Box 256
Licolndale, NY 10540

RE: Title III-B Transportation Services Contract, PY 2025

Dear Ms. Guerra:

Attached to the e-mail that was sent with this letter is a blank copy of the contract for transportation services ("Services") to be provided by the **Town of Somers** (the "Municipality") in accordance with Title III-B ("Program") of the Older Americans Act, as amended. The contract is comprised of an Agreement and Schedules "A", "B", "C", "D", "E", "F" and "G" and will be for a term retroactive to the program period commencing on January 1, 2025 and continuing through December 31, 2025. Federal funding for actual Services provided and data-entered in the New York State Office for the Aging's ("NYSOFA") Client Statewide Data System: PeerPlace, shall be for an amount not-to exceed **\$3,483.00**. The Municipality is required to contribute **\$2,420.00** in matching funds to the Services. Please be aware that the County of Westchester acting by and through its Department of Senior Programs and Services ("Department") may reduce the amount payable to the Municipality if NYSOFA reduces funding for the Department, in which case you will be notified.

You MUST use the original contract documents that we have provided. NO ALTERATIONS may be made to the contract without the prior consent of the Dept. With the exception of the applicable Excel Pages, **DO NOT fill out the contract electronically as we want to maintain the integrity of the document.** Noncompliance with these requests will result in the contract returned to the Municipality. Print a hard copy of the contract and fill it out making sure that where signatures are required on all documents that they are original. Contracts with COPIED signatures are unacceptable. We also recommend that you keep a blank copy of the contract in the event that you need to reprint a page.

NOTICE:

An updated version of the Standard Assurances published by NYSOFA is incorporated into the Agreement as Schedule "G"

INSURANCE DOCUMENTS:

Please refer to the "Standard Insurance Provisions" in Schedule "C" for detailed information regarding ALL required insurances. The contract will be on hold pending receipt of any missing insurance certificate or any insurance certificate that is inadequately filled out. Remember to list the County of Westchester as "Additional Insured" on the Certificate of Liability Insurance.

MONTHLY REPORTS:

The Municipality is required to mail in the completed PeerPlace Monthly Report signed by the staff member responsible for the report. The reports should be received by the Department no later than the tenth (10th) day of the following month. The County reserves the right to withhold payment to the Municipality for its failure to submit the monthly report by the deadline until the monthly report is received by the County.

Send the completed contract to me at the address listed in the footer on the first page. We suggest that you keep a completed copy of the contract for your records.

Please direct program-related questions to your program liaison Beverly Carter at 914-813-6188, or via e-mail at bdc1@westchestercountyny.gov. You may also contact me at 914-813-6058 or via e-mail at benl@westchestercountyny.gov for questions pertaining to the processing of the contract.

Sincerely,



Bency Liju
Program Administrator (Contract Management)

Attachments

THIS AGREEMENT (“Agreement”) made _____, 2025, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the “County”)

and

TOWN OF SOMERS a municipal corporation, having an office and principal place of business at: **P.O. Box 256, Lincolndale, NY 10540** (hereinafter referred to as the “Municipality”)

(The “County” and the “Municipality” may be referred to collectively as the “Parties” or individually as a “Party”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its Department of Senior Programs and Services (the “Department”) has been awarded a grant from the New York State Office for the Aging (“NYSOFA”) for the provision of several services under Title III-B of the Older Americans Act (“Program”); and

WHEREAS, the County desires to use a portion of said grant funds to provide Nutrition Site Transportation and Supportive Services Transportation to elderly residents of the County (“Services”) to meet the needs of older adults residing within Westchester County; and

WHEREAS, the County desires that the Municipality perform the Services under the Program, subject to the terms and conditions contained herein; and

WHEREAS, the Municipality agrees to perform the Services under the Program, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

FIRST: The Municipality shall provide the Services, as more fully described in Schedule “A,” which is attached hereto and made a part hereof, to meet the needs of older adults and caregivers residing within the County of Westchester, as such individuals are more particularly

detailed in Section "TWELFTH" hereof and Schedule "G" attached hereto and made a part hereof. The Municipality shall also comply with the terms and conditions set forth in the schedules which are attached hereto and made a part hereof. The Municipality agrees that it, and its County-approved subcontractors, if any, will provide the Services in accordance with current industry standards and trade practices, and the terms of the Standard Assurances in the approved Four Year Plan and/or the Annual Update to the Four Year Plan (collectively the "Plan") as detailed in Schedule "G". The Municipality agrees to cooperate and comply with all applicable obligations and requirements set forth in the Plan.

The Municipality shall report to the County on its progress toward completing the Services, as the Commissioner of the Department 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.

SECOND: The term of this Agreement shall commence retroactively on January 1, 2025 and terminate on December 31, 2025, unless terminated sooner pursuant to the provisions hereof.

THIRD: For the Services to be performed pursuant to Section "FIRST," the Municipality shall be paid an amount not-to-exceed **THREE THOUSAND FOUR HUNDRED EIGHTY-THREE AND 00/100 (\$3,483.00) DOLLARS**, payable on a monthly basis, according to the agreed-upon amounts and/or rates in the approved budget as described in Schedule "B". It should be noted that Schedule "B" is either, a.) attached hereto, and made a part hereof, or b.) a Repository Document, (collectively the "Budget"), and hereby incorporated by reference. The Municipality shall contribute **TWO THOUSAND FOUR HUNDRED TWENTY 00/100 (\$2,420.00) DOLLARS** in Municipality matching funds toward the Services.

Payment shall be made only after the County has received any and all supporting documentation the County may require and the same has been approved by the Commissioner. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursements made in connection with the Services rendered or the work to be performed hereunder. The Municipality shall be solely responsible for any over-expenditure of funds and the County shall not be responsible for any over-expenditure.

The Municipality shall submit an invoice in support of each and every request for payment to be made, including any request for partial payment if such is permitted hereunder. Each such invoice shall be uniquely numbered and shall only be paid after approval by the Commissioner. In no event shall final payment be made to the Municipality prior to completion of all Services, the submission of reports and the approval of same by the Commissioner.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Municipality fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within six (6) years following termination of this Agreement.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit and monitor the Municipality's performance under this Agreement. Such audit may include requests for documentation or other information which the Commissioner may deem necessary and appropriate to verify the information provided by the Municipality as required by Section "**FIRST.**" The County may also make site visits to the location(s) where the Services to be provided under this Agreement are performed in order to review Municipality's records, observe the performance of the Services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

FIFTH: The County may, in its sole discretion, if it shall deem such payment to be required in furtherance of the Program, make advance payment to the Municipality prior to receipt of payment or approval therefore by NYSOFA, provided that, in the event NYSOFA subsequently

fails or refuses to pay the County, or if such expense is not a proper expenditure under the Program, the Municipality shall immediately reimburse the County for such advance payment made to the Municipality, or, the County, in its discretion, may deduct such amount from future payments due and owing the Municipality under this Agreement.

The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of federal/state funds from NYSOFA. The County has no liability under this Agreement beyond the amounts available from NYSOFA under adopted federal/state budgets for this Agreement. To the extent that this Agreement extends beyond the end date of the County's Application to NYSOFA, payment to the Municipality is contingent upon provision of funding to the County in the subsequent year.

If, for any reason, the full amount of the said funds is not paid over or made available to the County by NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the sole discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. 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 monies 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 its Board of Legislators 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/or rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

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

SIXTH: (a) The County, upon ten (10) days' notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for Services already rendered under this Agreement prior to the effective date of termination at the agreed-upon amounts and/or rates specified in the Budget. Upon receipt of notice that the County is terminating this Agreement in its best interest, the Municipality shall stop Services immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality shall direct any County-approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Municipality prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, or (ii) is not capable of being cured, 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 their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality 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.

SEVENTH: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Municipality agrees: Notwithstanding the foregoing, if the Municipality is self-insured for all or a portion of the insurance required by Schedule "C", it may provide proof of such self-insurance in a form acceptable to the County's Director of Risk Management. However, to the extent the Municipality is self-insured and carries excess liability, the County shall be named as an additional insured to that policy.

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials 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 Municipality or third parties under the direction or control of the Municipality; and

(b) to 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; and

(c) in the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

EIGHTH: The Municipality expressly agrees that neither it nor any Municipality, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

NINTH: The Municipality shall obey, perform and comply, at its own expense, with the provisions of all federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter enacted or promulgated, ("Laws"), including the Standard Assurances set forth in Schedule "G," applicable to this Agreement or the Services to be performed under this Agreement. Without limiting the generality of the foregoing, the Municipality further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor and all Laws and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Services hereunder.

It is the intent and understanding of the Parties that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

TENTH: All records or recorded data of any kind compiled by the Municipality in completing the Services described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without

the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the above, the Municipality agrees that all materials developed by the Municipality or its County-approved sub-contractors in connection with programs funded under the Plan (the "Materials") shall be the property of NYSOFA, and in the event that the Materials are not the property of NYSOFA, the Materials shall be the property of the County. 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. Municipality or its County-approved sub-contractors are prohibited from creating copies of Materials without the express written consent by the County.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Municipality are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," the Municipality hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Municipality agrees to assist the County, if required, in perfecting these rights. The Municipality shall provide the County with at least one copy of each deliverable. The Municipality agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Municipality agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

ELEVENTH: The Municipality hereby agrees that any document, record or recorded data of any kind delivered to the County pursuant to this Agreement, which the County intends to digitally publish and make available on the Internet or Intranet, shall comply with the most current standards set forth in both, (a) Section 508 of the federal Rehabilitation Act of 1973, as amended; and (b) the Web Content Accessibility Guidelines (WCAG) (collectively, the "Accessibility Standards"), pursuant to the goals and objectives of the Americans with Disabilities Act of 1990 and the County's Digital Content Accessibility Policy, which is linked hereto and made a part

hereof: <https://www.westchestergov.com/digital-content-accessibility-policy>. The Accessibility Standards shall not apply to drafts or non-final versions of any such documents, unless the County, in writing, specifies otherwise.

The Municipality must demonstrate compliance with the Accessibility Standards and may do so using third-party accessibility ‘checker’ software, manual checking or any another suitable method acceptable to the County. Further, the County may require the Municipality, at the Municipality’s sole cost and expense, to certify compliance with the Accessibility Standards.

If the County determines that a document or other deliverable does not meet the Accessibility Standards, the Municipality shall, at its sole cost and expense, promptly remedy such non-compliance. In the event the Municipality does not promptly remedy any such non-compliant issues or deficiencies, the County may exercise any rights and remedies available to it at law or equity, including, but not limited to, the right to remedy said issues or deficiencies, in which event the County shall either seek reimbursement from the Municipality for any such costs and expenses incurred by the County in connection therewith, to be paid within thirty (30) days from receipt of written notice thereof, or offset such costs and expenses against any amounts due to the Municipality under the Agreement or other agreements.

TWELFTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of the Services under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement, and the Municipality must provide the Department, upon request, with a copy of its executed agreement/s with all approved subcontractors providing the Services. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Services performed by the Municipality and the Municipality shall ensure that such subcontracted Services are subject to the material terms and conditions of this Agreement. All subcontracts for the Services shall expressly reference the subcontractor’s duty to comply with the material terms and conditions of this Agreement and shall

attach a copy of this Agreement, including Schedule “G.” The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of this Agreement, including Schedule “G,” read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor’s compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Municipality shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

THIRTEENTH: (a) The Municipality, to the extent it has to provide Services, agrees to provide Services to meet the needs of older adults and caregivers, particularly those in greatest social and economic need including, but not limited to, low-income individuals, low-income minorities, individuals with limited English proficiency (“LEP”), rural residents, Native Americans, individuals who are institutionalized or at risk for institutionalization, specifically including survivors of the Holocaust, individuals with Alzheimer’s Disease and related dementias, individuals with disabilities, caregivers of individuals with Alzheimer’s Disease/related dementias and with disabilities, minorities, frail, vulnerable, LGBTQ+, and homebound individuals. As a material element of this Agreement, Municipality agrees to fully comply with the provisions required by NYSOFA concerning equal access to Services, which includes language accessibility, non-discrimination and concentration of Services on target populations, as more fully set forth in Schedule “A,” attached hereto and made a part hereof.

The Municipality also agrees to meet specific objectives established by the County for providing services to the above groups. The Municipality further agrees to concentrate the Services on older adults and caregivers in the targeted populations identified by the County following the methods the County has established.

(b) The Municipality shall inform individuals with LEP of the availability of free language assistance by providing written notice of such assistance in a manner designed to be understood by such individuals and, at minimum, have a telephonic interpretation service contract or similar

community arrangement with a language interpretation services provider of their choice. The Municipality must indicate the interpretive service provider and shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

(c) The Municipality shall assist participants in taking advantage of benefits under other programs and assure that the Services provided are coordinated and do not unnecessarily duplicate services provided by other sources.

(d) Attached hereto as Schedule "F" is the "NYSOFA Contributions and Other Program Income Policy." The Municipality shall provide participants an opportunity to voluntarily contribute to the cost of the Services received. The Municipality must use all collected contributions to expand the Services for which the contributions were given to supplement the funds received under this Agreement.

(e) The Municipality warrants that the Services shall be provided in an accurate and timely manner without interruption, failure, or error due to inaccuracy of the Services or product's operations in processing date/time data. This includes but is not limited to calculating, comparing, and sequencing various time/date transitions, such as leap year calculations. The Municipality 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.

(f) The Municipality agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of Services pursuant to this Agreement, such information will be kept confidential and shared with the County; or with other entities upon the consent of the applicant, recipient or an authorized representative of the applicant or recipient; or as required by federal or state laws.

FOURTEENTH: The Municipality shall provide the County with timely information needed to satisfy reporting requirements as specified by NYSOFA. Without limiting the right of the County to require additional reports regarding the Program, as well as complying with the reporting requirements in Schedule "A", the Municipality shall provide the Department with the following:

- (a) Evaluation method of the Program as directed by the Department;
- (b) The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted using

NYSOFA's electronic based system. Until further notice, Municipality is required to mail in the NYSOFA Client Statewide Data System ("PeerPlace") MONTHLY ELECTRONIC PAPER REPORT and/or other approved reporting measure, signed by the staff member responsible for the report. Reports must be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Municipality understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to Municipality for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by Municipality to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Section "SIXTH" hereof.

The Municipality agrees to maintain appropriate records, in form as required by the County and NYSOFA, and to retain these records for at least six (6) years after final payment is made under this Agreement. The Municipality agrees to provide access to all books, documents and all pertinent materials related to this Agreement for examination to authorized representatives of the Administration on Aging/Administration for Community Living ("AoA"/ "ACL") of the United States Department of Health and Human Services ("HHS"), Office of the New York State Office of the State Comptroller ("OSC") or their representatives, staff of NYSOFA, and/or the County. The Municipality also agrees to fully cooperate with providing access to other federal or state governmental agencies at the request of NYSOFA.

Additional documentation of reports, expenses, statistical information and supporting documentation concerning the Services shall be provided to the County by the Municipality at the request of the County and may include, without limiting the County's right to require additional documentation, invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for government agencies and canceled checks for private agencies.

FIFTEENTH: The Parties agree that the Municipality and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

SIXTEENTH: Failure of the 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 Services or the payment of any fee or reimbursement due hereunder with 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.

SEVENTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective Parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: Commissioner
 Department of Senior Programs and Services
 9 South First Avenue, 10th Floor
 Mount Vernon, New York 10550-3414

with a copy to: County Attorney
 Michaelian Office Building
 148 Martine Avenue, Room 600
 White Plains, New York 10601

To the Municipality: Town of Somers
 Wayne Van Tassel Memorial Park
 P.O. Box 256
 Lincolndale, NY 10540

EIGHTEENTH: The Municipality agrees that any program, public information materials, or other printed or published materials on the Services of or funded by the Program shall give due recognition to NYSOFA and as appropriate AoA and / or the Administration for Community Living (“ACL”). NYSOFA has approved the following language that the Municipality must use when disseminating NYSOFA and / or AoA / ACL funded materials and /or advertising:

“This material has been funded in whole or in part by grants from the New York State Office for the Aging (NYSOFA), and/ or the Administration on Aging (AOA) and/ or Administration for Community Living (ACL). Nothing herein is intended, nor should be construed, as an endorsement by the State of New York.”

NINETEENTH: This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each Party.

In the event of any conflict between the terms of this Agreement and the terms of any schedule hereto, it is understood the following order of precedence shall apply and shall be controlling with respect to any interpretation of the meaning and intent of the Parties:

1. The Plan (Schedule “G”).
2. The body of this Agreement.
3. The remaining schedules attached to this Agreement.

TWENTIETH: 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, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

TWENTY-FIRST: The Municipality recognizes that this Agreement does not grant the Municipality the exclusive right to perform the Services for the County and that the County may enter into similar agreements with other contractors on an “as needed” basis.

TWENTY-SECOND: The Municipality hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

TWENTY-THIRD: **VENDOR DIRECT PAYMENT:** All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form attached hereto as Schedule “D”. If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

TWENTY-FOURTH: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule “E” and which is made a part hereof. The Municipality certifies that, to the best of its knowledge and belief, it is and will comply with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (federal, state or local) transactions. If necessary, the Municipality will submit an explanation of why it cannot provide this certification.

TWENTY-FIFTH: The Municipality 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 Municipality shall also use all reasonable means to avoid any appearance of impropriety.

TWENTY-SIXTH: The Municipality represents and warrants that it has not employed or retained any person other than a bona fide full-time salaried employee working solely for the Municipality to solicit or secure a contract with the County of Westchester for the goods or services specified herein, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Municipality any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award

or making of such contract provided, however, Municipality may alternatively certify that such fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of such contract, is part of the standard method of compensation for the employee.

TWENTY-SEVENTH: 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. 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 any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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.

TWENTY-EIGHTH: This Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

TWENTY-NINTH: The recitals to this Agreement are incorporated as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Mae Carpenter, Commissioner
Department of Senior Programs and Services

TOWN OF SOMERS

By: _____
(Name)

(Print Name)

(Title)

Authorized by the Westchester County Board of Legislators by Act No. _____ duly adopted on the ____ day of _____, 202__.

Approved:

County Attorney
County of Westchester

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the
_____ *(Title)*
Town of Somers
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village Law, Village Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Village Board, Village Board, Municipality Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 202__, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by me
duly sworn did depose and say that he, the said _____
resides at _____, and that he is the
_____ of said municipal corporation.
(title)

Notary Public County

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

SCHEDULE "A"

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* Page marked with an asterisk require original signatures and dates.

**Include pages only for the service(s) which is (are) being provided.

WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR

TITLE III-B FUNDS
UNDER THE OLDER AMERICANS ACT OF 1965, AS AMENDED

1. Municipality: TOWN OF SOMERS

Address: 335 RT 202

City: Somers, State: New York, Zip Code: 10589

Phone: (914) 862 2001

Person Submitting Agreement: Princess Guerra Title: Program Director

Phone: 914 232 0807 E-mail Address: Pguerra@somersny.gov

Program Director: Princess Guerra Title: Program Director

Phone: 914 232 0807 E-mail Address: Pguerra@somersny.gov

Cell phone number: 914-497-3014 Fax number: 914-232-0881

2. Program Period: FROM: January 1, 2025 TO: December 31, 2025

3. Type of Organization: () Public () Private Not-for-Profit () Minority Not-for-Profit

4. Check One: () Program Currently Operating - Started in 1980 year)
() Program to Start On: _____

5. Names of Municipalities to be Served: (1) Somers

(2) _____ (3) _____

6. Official Authorized to Receive Payments:

Name: Princess Guerra Title: Program Director

Address: 335 RT 202

City: Somers State: New York, Zip Code: 10589

Phone: (914) 232-0807 E-mail Address: Pguerra@somersny.gov

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

**MUNICIPALITY:
TOWN OF SOMERS**

9. Terms and Conditions: The undersigned agrees, with respect to any funds used for Programs described in this Schedule, to comply with all applicable federal, state and local laws not limited to and including the following:

- A. Title III of the Older Americans Act of 1965, as amended.
- B. Administration on Aging Rules and Regulations for Title III.
- C. New York State Office for the Aging Rules and Regulations for Title III.
- D. Article 15 of the Executive Law of New York State (Law against Discrimination).
- E. Governor's 1960 Code of Fair Practice.
- F. Title VI of the Civil Rights Act of 1964 and 1991.
- G. Standard Assurances included with this Schedule.
- H. Section 504 of the Rehabilitation Act of 1975.
- I. Governor's Executive Order #19 (Prevention of Sexual Harassment).
- J. Americans with Disabilities Act of 1990.
- K. Age Discrimination in Employment Act of 1975.
- L. New York State Elder Law.
- M. Section 296 of the Executive Law as amended in 1996.



Signature of person on No. 6 or an authorized representative.
"Per" signature not acceptable.

2/18/2026
Date

PLEASE LEAVE BLANK - FOR DEPARTMENT OF SENIOR PROGRAMS AND SERVICES USE

Date Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Dept. of Senior Programs and Services Representative

Date Approved

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

STANDARD DEFINITIONS FOR SERVICES AND UNITS OF SERVICE

TRANSPORTATION: (Municipality)

Definition: Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from congregate nutrition sites, and/or other needed community facilities and resources.

Unit: Each one way trip per person

[NO FURTHER TEXT ON THIS PAGE]

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

STANDARD ASSURANCES

TRANSPORTATION:

Standard: Transportation services coordinated and/or funded by the Area Agency provide eligible older persons with transportation to needed programs and services. The Municipality:

1. Maintains a client intake and reservation mechanism in place to document provision of the service.
2. Specifies how the transportation service needs of low-income minority individuals in the area are satisfied by the provider.
3. Attempts to provide services to low-income minority individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the provider.
4. Ensures that all vehicles are equipped with:
 - a. first aid kit
 - b. fire extinguishers
 - c. seat belts
 - d. flares or reflective safety aids (triangles)
 - e. safety step
 - f. wheel chair tie-down and safety belts when appropriate
 - g. two-way communicator: radio or cell-phone
5. Will carry insurance coverage in accordance with Schedule "A".
6. Has regularly scheduled vehicle safety and maintenance inspections.
7. Utilize drivers who have appropriate licenses.
8. The Municipality documents training of transportation providers.
9. Ensures transportation is accessible to disabled older persons; i.e., use of wheelchair lift equipped vehicles.
10. Conducts annual evaluations to determine client satisfaction and unmet needs.
11. Ensures provision is made for escort services when practicable.
12. Maintains the following documents for periodic review: logs, client intake cards, vehicle usage, description of routes, insurance documents, safety and inspection reports.
13. Works with other transportation providers to ensure a coordinated and cost effective system, expand services to increase sensitivity to the needs of older persons and improve their overall access to transportation services.
14. Ensures that grant funds are not used to transport clients who are eligible for other available services.
15. The Municipality 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 Municipality shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
 2025 TITLE III-B PROGRAMS

INDICATE () MUNICIPALITY
 () COUNTYWIDE
 () REGIONAL

MUNICIPALITY: TOWN OF SOMERS

ONE PG. PER SERVICE: Transportation

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

IIIB SERVICES	(1) TOTAL UNITS OF SERVICE	(1A) Total # of Per Person Trips	(1B) Total # of Per Person Contacts	(2) # of 60+ ELDERLY UNDUPLICATED	CHARACTERISTIC									NUMBER OF TOTAL MINORITY (COLUMN 13)			
					(3) LOW INCOME	(4) FRAIL/DISABLED	(5) AGED 75+	(6) AGED 85+	(7) LIVING ALONE	(8) LOW INCOME MINORITY	(9) NATIVE AMERICAN/ALASKAN	(10) ASIAN PAC ISL.	(11) BLACK - NOT OF HISPANIC ORIGIN	(12) HISPANIC/LATINO	(13) Total Minority Pop. CoIs. 9-12	(14) LTD ENG. PROF.	
1. # of Elderly County-Wide BY Characteristic				240,822	19,577	60,910	79,300	27,110	70,087	10,099	1,503	13,250	29,219	30,780	74,752	18,203	
2. % Of Elderly County-Wide BY Characteristic				100%	8.13%	25.29%	32.93%	11.26%	29.10%	4.19%	0.62%	5.50%	12.13%	12.78%	31.04%	7.56%	
3. County-Wide Minimum Targeting Objectives according to NYSOFA				14,450	3,562	8,527	7,930	3,524	10,513	2,424	120	662	2,922	2,770		2,184	
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%	
5. # of Countywide, Regional or Municipal Elderly BY Characteristic																	
6. %of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
7. #of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic				0	0	0	0	0	0	0	0	0	0	0	0	0	
8. #of elderly Municipality is projecting to serve BY Characteristic																	
9. % of Targeted Population on Line 7, Municipality is projecting to serve				#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Please find DETAILED instructions for completion on next page LINE ITEM INSTRUCTIONS

DETAILED LINE ITEM INSTRUCTIONS FOR COMPLETING PAGE 6:

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

- Lines 1 through 4 have been completed by DSPS
- Municipality should complete Lines 5 and 8
- Line 6, 7 and 9 will automatically calculate when Municipality input data on Lines 5 and 8 (Using Excel Program)
- If you do NOT have Excel, please use the formulas below to compute Lines 6, 7 and 9
- Municipality should use the Targeting Appendix on pages 6c (Pages 1-4) for Line 5
- An example of a completed page 6 has been provided for you on page 6b. Please refer to it for guidance

***Please do not hesitate to call your program liaison
if you should need additional assistance with completing page 6***

1. # of Elderly Countywide:

of 60+ population/ BY characteristic in Westchester County according to Census 2020

2. % of Elderly Countywide:

% of 60+ population/BY characteristic in Westchester County according to Census 2020

13b

3. Countywide Minimum Targeting Objectives according to NYSOFA:

Minimum targeting objectives BY characteristics according to the New York State Office for the Aging

4. Countywide Minimum Targeting Objectives % of Total population:

Percentage of minimum targeted objectives compared to total population BY characteristic

Lines 3 divided by Line 1

5. # of Countywide, Regional or Municipal Elderly BY population Characteristic:

Please use Targeting Appendix Form for this line - if you are serving one municipality use the appropriate municipal data BY characteristic for that municipality - if you are serving more than one municipality, you will need to add appropriate data for each, and insert totals on this line. The same method should be used if you are serving a region, add all municipal data for that region by characteristic. If your service is County-wide use County-wide data on Line #1

6. % of County wide, Regional or Municipal Elderly BY Characteristic against

total population Characteristic:

Percentage of population in service areas BY characteristic compared to total population BY characteristic

Line 5 divided by Line 1. If County-wide use data on Line #2

7. #of Countywide, Regional or Municipal targeted Elderly to be served BY Characteristic - at 100%:

Targeting potential by characteristic: *Line 3 X Line 6*

8 # of Elderly Subcontractor is projecting to serve BY Characteristic:

Contractor should insert # you expect to serve based upon budget capacity with acceptable units and per person costs

9. % of the Targeted Population BY characteristic, Contractor is projecting to serve:

Line 8 divided by Line 7. This indicator shows how much of the targeted population Contractor is projected to serve in proportion to the number of target elderly residing in the municipality to be served. Of course, budget determines service capacity.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
 2025 TITLE III-B PROGRAMS

INDICATE () MUNICIPALITY _____
 () COUNTYWIDE _____
 () REGIONAL _____

MUNICIPALITY: TOWN OF SOMERS

ONE PG. PER SERVICE: Transportation

EXAMPLE

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1) TOTAL UNITS OF SERVICE	(2) # of 60+ ELDERLY UNDUPLICATED	(3) LOW INCOME	(4) FRAIL/ DISABLED	(5) AGED 75+	(6) AGED 85+	(7) LIVING ALONE	(8) LOW INCOME MINORITY	NUMBER OF TOTAL MINORITY (COLUMN 13)					(14) LTD ENG. PROF.
									(9) NATIVE AMERICAN/ ALASKAN	(10) ASIAN PAC ISL.	(11) BLACK - NOT OF HISPANIC ORIGIN	(12) HISPANIC/ LATINO	(13) Total Minority Pop. Cols.9-12	
1. # of Elderly County-Wide BY Characteristic		240,822	19,577	60,910	79,300	27,110	70,087	10099	1,503	13,250	29,219	30,780	74,752	18,203
2. % Of Elderly County-Wide BY Characteristic		100%	8.13%	25.29%	32.93%	11.26%	29.10%	4.19%	0.62%	5.50%	12.13%	12.78%	31.04%	7.56%
3. County-Wide Minimum Targeting Objectives according to NYSOFA		14,450	3,562	8,527	7,930	3,524	10,513	2,424	120	662	2,922	2,770		2,184
4. County-wide Minimum Targeting % compared to Total Pop		6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%
5. # of Countywide, Regional or Municipal Elderly BY Characteristic	List Municipality (ies) Contractor will serve	25,873	5,036	7,008	13,414	3,220	7,076	2,809	27	415	8,285	1,473		1,125
6. % of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.		11%	25.72%	11.51%	16.92%	11.88%	10.10%	27.81%	1.80%	3.13%	28.35%	4.79%		6.18%
7. # of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic		1,552	916	981	1,341	419	1,061	674	2	21	829	133	984	135
8. # of elderly Municipality is projecting to serve BY Characteristic		811	434	517	213	115	251	423	0	0	333	56		20
9. % of Targeted Population on Line 7, Municipality is projecting to serve		52.24%	47.36%	52.70%	15.88%	27.47%	23.65%	62.74%	0.00%	0.00%	40.19%	42.24%	0.00%	14.82%

WESTCHESTER COUNTY TARGETING APPENDIX

WESTCHESTER COUNTY TARGETING APPENDIX

2025 TITLE III-B PROGRAMS	1	2	3a	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
	Eligibility	Municipality %	Live Alone	Low Income (a)	Municipality %	Agid 75+	Municipality %	Agid 65+	Municipality %	Frail/Disabled 68+	Municipality %	Total W-2 Only 68+	Municipality %	Total low-income Minority	Municipality %	Native Amn Alaska Nc	Municipality %	Asian Pacific Islanders 68+	Municipality %	Black 68+	Municipality %	Hispanic/Latino 68+	Municipality %	Unk'd English Proficiency 68+	Municipality %
Adelphi	3,303	0.45%	330	40	3.75%	510	39.14%	243	18.85%	280	21.49%	120	11.51%	14	10	1.40%	13,280	13,280	1,812	1,774	40	3,874	42	48%	
Albion	4,035	1.85%	835	235	5.92%	1,154	28.05%	307	7.85%	765	18.95%	549	13.81%	60	4	0.12%	185	3,824	55	1,356	335	8,309	65	2.1%	
Albion	2,448	1.02%	450	149	6.12%	768	32.64%	307	12.54%	375	15.32%	210	8.58%	4	0	0.02%	65	2,852	55	1,458	110	4,499	20	0.82%	
Albion	1,599	0.63%	423	110	7.39%	469	33.13%	159	10.55%	266	17.86%	83	3.16%	5	0	0.02%	25	1,329	42	1,000	165	4,332	34	2.26%	
Albion	544	0.23%	138	27	4.85%	169	9.55%	52	9.55%	127	23.35%	118	21.25%	5	4	0.74%	4	832	42	7,222	55	8,746	16	3.1%	
Albion	9,861	3.76%	2,182	423	4.87%	2,811	31.02%	897	11.00%	1,853	22.00%	1,814	20.25%	85	50	0.62%	288	2,829	853	7,211	831	8,241	281	3.1%	
Albion	2,169	0.91%	459	70	3.18%	676	30.76%	236	10.72%	355	16.14%	138	6.29%	0	0	0.00%	145	1,442	10	7,459	85	3,874	10	0.85%	
Albion	2,718	1.15%	420	35	1.26%	927	34.13%	397	14.61%	360	13.29%	350	13.58%	0	13	0.32%	483	7,134	100	3,659	225	4,159	285	3.0%	
Albion	5,686	2.86%	2,775	560	10.20%	2,168	38.13%	219	13.00%	1,924	33.85%	735	32.00%	75	40	0.73%	483	7,134	100	3,659	225	4,159	285	3.0%	
Albion	881	0.37%	78	39	4.38%	281	31.44%	105	11.76%	245	27.50%	374	41.89%	4	0	0.00%	119	1,328	2,102	1,655	442	11,470	885	6.8%	
Albion	12,686	5.77%	5,785	1,080	6.93%	4,668	34.44%	1,514	11.70%	4,225	32.85%	5,768	44.59%	370	78	0.63%	2,890	18,382	2,102	1,655	442	11,470	885	6.8%	
Albion	5,627	2.84%	924	255	4.53%	1,415	32.93%	641	11.96%	1,110	19.23%	400	7.11%	80	4	0.03%	79	4,024	409	1,426	208	1,039	333	2.1%	
Albion	1,887	0.86%	285	89	3.62%	785	34.03%	325	14.05%	450	19.47%	139	6.11%	4	0	0.00%	130	2,624	20	1,684	55	4,611	20	1.8%	
Albion	1,182	0.69%	280	24	2.01%	487	29.11%	142	8.52%	225	13.60%	105	6.81%	20	0	0.00%	30	2,624	20	1,684	55	4,611	20	1.8%	
Albion	3,482	1.65%	504	188	6.68%	829	33.81%	221	6.35%	350	10.95%	213	8.12%	43	10	0.29%	124	3,462	2	0,111%	75	2,151	40	1.5%	
Albion	3,020	1.45%	1,625	430	14.24%	1,024	33.81%	310	10.26%	1,195	37.88%	1,115	38.12%	105	25	0.63%	360	12,511	195	6,454	505	18,722	410	13.8%	
Albion	4,517	1.88%	1,045	185	4.12%	1,616	48.11%	841	14.19%	810	17.43%	735	18.27%	60	0	0.00%	130	2,882	159	3,324	455	10,072	470	10.1%	
Albion	2,827	1.09%	1,145	155	5.95%	895	29.99%	305	11.81%	595	22.65%	400	15.23%	60	30	1.14%	100	3,814	99	3,433	109	6,655	110	4.1%	
Albion	6,620	2.87%	2,130	890	10.95%	2,150	47.69%	847	13.19%	2,590	38.08%	1,285	20.02%	205	45	0.70%	370	5,782	235	3,683	655	9,865	620	6.8%	
Albion	18,248	8.10%	6,115	2,315	14.18%	4,699	28.69%	1,435	8.30%	4,950	30.70%	11,749	72.88%	2,015	114	0.71%	305	1,652	9,530	80,986	1,500	9,301	955	9.9%	
Albion	4,320	1.71%	350	1,095	3.03%	1,065	28.51%	291	7.05%	470	11.38%	284	6.39%	0	4	0.10%	135	3,274	45	1,096	80	1,844	72	1.9%	
Albion	19,210	7.88%	5,325	1,895	8.67%	4,548	34.09%	2,488	12.54%	4,265	22.20%	7,378	38.41%	965	54	0.10%	620	4,534	3,600	19,000	2,805	14,800	1,785	9.2%	
Albion	2,887	1.24%	530	109	3.52%	1,042	34.69%	384	12.86%	295	9.88%	435	14.56%	35	0	0.00%	115	3,834	55	2,853	215	7,874	150	5.0%	
Albion	1,605	0.67%	275	35	2.19%	585	38.45%	240	14.95%	209	13.02%	154	8.60%	0	4	0.23%	35	2,134	55	3,433	60	3,744	20	1.2%	
Albion	2,189	0.91%	1,300	330	15.06%	825	37.69%	373	17.04%	1,510	37.25%	1,789	80.81%	190	4	0.18%	160	7,531	750	34,282	855	30,692	615	23.5%	
Albion	5,422	2.25%	2,055	660	12.54%	1,538	30.17%	584	10.77%	2,570	48.24%	2,299	41.66%	215	4	0.07%	320	5,532	840	15,439	1,033	20,201	565	10.3%	
Albion	5,699	2.32%	2,015	845	11.62%	1,537	27.45%	511	9.13%	1,785	31.62%	2,015	35.99%	340	85	1.70%	281	1,522	1,120	20,000	715	12,774	300	5.3%	
Albion	1,153	0.49%	325	30	2.60%	350	30.38%	112	9.71%	289	21.88%	104	8.02%	0	0	0.00%	24	2,081	10	0.87%	70	6,074	4	0.3%	
Albion	1,771	0.74%	285	95	5.36%	587	32.02%	195	11.01%	230	12.89%	115	6.48%	10	0	0.00%	105	5,934	10	0.56%	0	0.00%	10	0.5%	
Albion	5,782	2.46%	1,490	715	12.37%	1,788	30.89%	607	10.50%	1,220	21.10%	2,915	59.42%	485	25	0.43%	166	2,851	420	7,281	2,395	39,874	1,275	22.0%	
Albion	1,683	0.68%	190	10	0.63%	448	29.17%	137	8.65%	240	15.18%	185	10.42%	0	0	0.00%	15	10,451	60	3,165	100	8,324	15	0.9%	
Albion	3,658	1.62%	1,130	180	4.37%	1,581	42.87%	731	19.89%	680	18.04%	380	10.38%	20	40	1.09%	70	1,914	80	2,191	190	5,194	70	1.8%	
Albion	2,688	1.11%	503	109	4.09%	1,058	39.59%	423	15.85%	440	16.49%	215	8.05%	34	25	0.94%	105	1,874	50	1,874	35	3,914	65	3.1%	
Albion	3,635	1.51%	454	59	1.82%	1,245	34.25%	377	10.37%	475	13.07%	419	11.53%	4	4	0.11%	345	9,494	15	0,411%	55	1,514	140	3.8%	
Albion	1,739	0.72%	684	225	9.24%	684	29.21%	166	9.85%	705	40.54%	639	38.73%	190	45	2.69%	399	2,242	145	8,344	410	23,984	600	28.7%	
Albion	7,588	3.16%	1,868	414	5.48%	3,248	42.73%	1,167	15.39%	1,745	23.00%	599	7.60%	4	65	0.70%	104	1,374	130	1,711	250	3,694	135	1.7%	
Albion	3,160	1.31%	1,050	124	3.92%	1,051	33.28%	328	10.32%	414	13.10%	720	22.73%	34	0	0.00%	250	7,814	100	3,169	370	11,714	75	2.3%	
Albion	1,651	0.69%	585	185	9.99%	578	35.01%	268	16.83%	450	27.28%	295	17.87%	0	10	0.61%	160	9,064	50	5,009	85	5,195	95	5.7%	
Albion	15,152	6.29%	3,665	1,150	7.69%	5,278	34.82%	1,798	9.85%	3,310	21.85%	5,614	37.05%	0	28	0.19%	940	8,200	1,850	12,211	2,795	18,456	1,815	10.6%	
Albion	48,229	20.03%	15,010	5,085	10.54%	15,429	31.93%	4,789	9.85%	13,980	28.80%	20,110	41.70%	3,275	3,480	1.39%	3,480	7,222	5,620	11,534	10,400	21,865	5,760	11.9%	
Albion	10,285	4.27%	2,205	429	4.17%	3,413	33.18%	1,897	10.87%	1,810	17.80%	1,284	12.29%	19	4	0.04%	380	3,796	275	2,876	855	5,796	285	2.7%	

TARGETING AND EQUAL ACCESS PLAN

List the names of Services provided with this contract:

_____ III B Transportation _____

The Municipality agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Municipality 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 DSPS, 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.

Please be specific in describing how the agency intends to provide services to the maximum extent feasible to:

- Low-income minority individuals:

_____ Publications + advertisements of available transportation are _____
_____ posted in affordable housing buildings, the town website + _____
_____ community council meetings. _____

- Older adults with limited English proficiency:

_____ Website + print available in English + Spanish _____
_____ as well as a Spanish speaking employee. _____

- If applicable, older adults residing in rural areas in the area served:

_____ N/A _____

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

RECIPIENT CHARACTERISTIC DEFINITIONS

1. **DISABLED**: "Any person who has a physical or mental impairment, which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. This includes alcoholism and drug addiction."
2. **LOW INCOME**: "Any person whose income is at 150% of current poverty income guideline."
3. **POVERTY INCOME GUIDELINES**: Listed below are the 2025 Poverty Income Guidelines for your information.

<u>SIZE OF FAMILY</u>	<u>POVERTY INCOME GUIDELINES</u>	
	<u>100 %</u>	<u>150 %</u>
1	\$ 15,650	\$ 23,475
2	21,150	31,725
3	26,650	39,975
4	32,150	48,225

(Source: Update of the HHS Poverty Guidelines --NY State Department of Health and Human Services Federal Register / Vol. 90, No. 11 / Friday, January 17, 2025 / Notices)

4. **AT RISK**: "Those 60+ individuals who are at greatest risk of institutionalization and/or who indicate the greatest social or economic need."
5. **FRAIL**: a. Frail - A person with one or more functional deficits in the following areas:
 - Physical functions
 - Mental functions
 - Activities of Daily Living [ADL] (eating, bed/chair transfer, dressing, bathing, toileting and continence).
 - Instrumental Activities of Daily Living [IADL] (meal preparation, housekeeping, shopping, medications, telephone, travel and money management).
6. **LIVE ALONE**: "Anyone who does not have other persons living in their household."
7. **VETERANS**: "Any person who has served in the armed forces."
8. **LEP**: A Limited English Proficient (LEP) individual is a person who does not speak English as his/her primary language and who has "a limited ability to read, write, speak, or understand English, and may be eligible to receive language assistance with respect to a ...service, benefit or encounter."

PLAN FOR ACCESS SERVICES

SERVICE NAME/DEFINITION:

Transportation (Municipality): - Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from congregate nutrition sites, and/or other needed community facilities and resources

Unit of Service: Each one way trip per person

Projected units: 682

Projected clients: _____

1. Do you have one or more nutrition site(s) located in your municipality?

Yes () No

If yes, through what source(s) is transportation funded?

WCDSPS & MUNICIPALITY FUNDS () MUNICIPALITY ONLY

() OTHER (Please specify source(s) _____)

- If no, do you need transportation to the site(s)? () Yes () No

- Other (please specify) _____

2. Transportation:

Vehicle #1: Demand/Response and/or () Prescribed Route

Driver Name: Julio Cunha Destination: Center, Senior Pickup

License Plate #: BE 3223 Passenger Capacity: 14

Is this vehicle accessible to the Mobility Disabled? Yes () No

Is this vehicle accessible to the Visually Impaired? Yes () No

Is this vehicle accessible to the Hearing Impaired? Yes () No

Vehicle #2: Demand/Response and/or () Prescribed Route

Driver Name: Maansa Lee Destination: Shopping + Medical Appointments

License Plate #: AV5607 Passenger Capacity: 14

Is this vehicle accessible to the Mobility Disabled? Yes () No

Is this vehicle accessible to the Visually Impaired? Yes () No

Is this vehicle accessible to the Hearing Impaired? Yes () No

PLAN FOR ACCESS SERVICES

SERVICE NAME: Transportation (Municipality)

Vehicle #3: () Demand/Response and/or () Prescribed Route

Driver Name: Braunstein / Best Destination: HDM

License Plate #: A47829 Passenger Capacity: 6

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

Vehicle #4: () Demand/Response and/or () Prescribed Route

Driver Name: Lystrom / Spavelli Destination: HDM

License Plate #: AV3368 Passenger Capacity: 6

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

What mechanisms are utilized to assist Disabled?

() LIFT () RAMP () ESCORT

() OTHER (Please specify the type) _____

With respect to #2 above, if you have more than one vehicle please submit this information for each vehicle and driver.

3. Did the last monitoring/evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete next page.

PLAN FOR ACCESS SERVICES

4. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Municipality’s previous programmatic and/or fiscal year’s performance is less than 90% or
- the Municipality has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2025 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

JOB DESCRIPTIONS

Job Descriptions of positions to be funded by the Older Americans Act amendment of 1965, Title III, must be submitted with this Schedule.

MUNICIPALITY NAME: Town of Somers

ADDRESS: 335 Rt 202 Somers, NY 10589

JOB TITLE: Chauffeur

CONTRACT PERIOD: FROM January 1, 2025 TO December 31, 2025

BASIC FUNCTIONS TO BE PERFORMED BY EMPLOYEE:

1. See Attached
2. _____
3. _____
4. _____
5. _____
6. _____

MINIMUM ACCEPTABLE TRAINING, EXPERIENCE, KNOWLEDGE, SKILLS AND ABILITIES:

IF POSITION IS ALREADY FILLED, NAME OF EMPLOYEE: Julio Cunha

NAME OF IMMEDIATE SUPERVISOR: Princess Guerra

POSITION WITH MUNICIPALITY: Program Director

CHAUFFEUR

GENERAL STATEMENT OF DUTIES: Operates an automotive vehicle transporting the public on assigned routes to public facilities; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is manual work of average difficulty requiring skill in the operation of an automobile or small van. The operator is responsible for the safety and conduct of the passengers. The work is performed under general supervision.

EXAMPLES OF WORK: (Illustrative Only)

- Operates an automobile or van on a regular schedule or on special occasions;
- Checks the operating condition of the automobile before starting on a trip;
- Reports any operational defect to immediate superior;
- Keeps interior and exterior of vehicle clean and neat;
- May be required to operate a station wagon or other similar vehicle;
- May be required to perform minor maintenance tasks on the vehicle;
- May maintain records of mileage, routes, times and incidents;
- May prepare and maintain maps of routes and pick-up routes.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES: Good knowledge of driving safety practices and traffic laws and regulations; ability to operate an automobile or van under difficult driving and road conditions; ability to make minor repairs to the vehicle; ability to understand and follow simple oral and written directions; mechanical aptitude; mental alertness; dependability; physical condition commensurate with the demands of the position.

ADDITIONAL AGREEMENT PROVISIONS

Licensure Requirements:

The Municipality shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Municipality or its subcontractors providing such services under the Four Year Plan and/or Annual Update to the Four-Year Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained and supervised.

Language Assistance:

The Municipality 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 Municipality shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

[NO FURTHER TEXT ON THIS PAGE]

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

Independent Consultant Criteria

Summary of Federal Taxable Payroll Section 861

A worker is an employee, if the person, for whom he works, has the right whether exercised or not, to direct and control the details of when, where and how the work is done and the final results.

Example: Construction Contractor as an Employer

- supervised and controlled the workers
- supplied major tools and equipment
- sometimes dictated the manner in which the job or end result was accomplished.

There are a number of factors which must be weighed against those that indicate Independent Contractor status, the relative importance of which depends on the occupation.

The following are some factors to be considered:

- 1 - An employee must comply with instructions about where, when, how to work.
- 2 - An employee receives training from an experienced employee. Independent Contractors ordinarily receive no training.
- 3 - Success or continuation of business depending on certain kinds of service indicates that a person is subject to direction and control and is an employee.
- 4 - If the employer is interested in who does the job as well as getting the job done, it indicates that the employer is interested in the methods used as well as the result of services rendered.
- 5 - When one worker hires, supervises and pays other workers under a contract in which he agreed to provide labor and materials, he is an Independent Municipality and not an employee.
- 6 - A continuing relationship even at irregular intervals is a factor tending to indicate employer-employee relationship.
- 7 - Set hours for work is indicative of employee status. The Independent Contractor is the master of his own time.
- 8 - An employee must devote full time to the employer different from an Independent Contractor who may have as many employers as he pleases. The meaning of full time varies with the intent of the parties.
- 9 - Doing the work, on an employer's premises implies control especially if the work is of a nature that it could be performed elsewhere. The work done off the premises does not in itself mean no right to control exists.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

Independent Consultant Criteria (Cont'd)

Summary of Federal Taxable Payroll Section 861

Control and therefore, employee status is indicated if:

- 10 -** If a person must perform work in a prescribed sequence.
- 11 -** If regular reports must be submitted by the worker.
- 12 -** Payment for time is usually a manner for compensating employees. Independent Contractors are paid by job, lump-sum, or commission. Minimum salary or drawing account without requirement for repayment of excess over earnings indicates employer-employee relationship.
- 13 -** An employee has business and travel expenses paid by the employer.
- 14 -** An employee has tools and materials furnished by the employer although in some jobs it is also customary for employees to use their own hand tools.
- 15 -** A significant investment by a person in facilities used in performing services tends to show Independent Contractor status.
- 16 -** An Independent Contractor is in a position to realize a profit or also suffer a loss.
- 17 -** A person's services which are available to the general public, generally indicates Independent Contractor status e.g. licenses, advertising, telephone directory.
- 18 -** An employer has the right of discharge over an employee of which a collective bargaining agreement does not detract.
- 19 -** An employee has a right to end his relationship with an employer without incurring liability.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

REPORTING REQUIREMENTS

Without limiting the right of the County to require additional reports and unless otherwise specified in writing by the County, the Municipality shall furnish the following reports to the County Department of Senior Programs and Services prior to the tenth (10th) working day of each month unless otherwise noted:

1. Job description reports for personnel employed during the term of this Agreement.
2. Resumes of persons employed.
3. A report of personnel benefit policies, including wages, hours, vacation and all other leave time and fringe benefits shall be submitted to the County by the first day of the second month of the program.
4. Monthly time sheets of staff to be maintained for audit purposes.
5. Such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Municipality and the nature and amount of all expenditures claimed against such funds.
6. At the request of the County, the Municipality will submit a written report describing the methods used to satisfy the service needs of low income minority individuals, and 'Section 306(4)(B)(i)' older individuals who are residing in rural areas, have greatest economic or social need (with particular attention to low-income minority individuals and older individuals residing in rural areas), have severe disabilities, have limited English proficiency, have Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals), and are at risk for institutional placement, all as specified in Section 306(4)(B)(i) of the Older Americans Act of 1965, as amended.
7. Monthly Reports of service(s) provided, recipient population characteristics, and expenditures for the program.
8. Claims for expenses incurred in the provision of said services, accompanied by such registration forms or other documentation necessary to support claims for said expenses.
9. Programmatic monthly statistical client and fiscal reports.
10. Monthly fiscal vouchering.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

VOUCHERING SYSTEM FOR UNIT-COST CONTRACTS

The Department of Senior Programs and Services (DSPS) will track and monitor Municipality service deliveries on a monthly reporting basis through the NYSOFA Client Statewide Data System (PeerPlace). Vouchers shall be submitted each month for each specific service based on the reporting measure approved by DSPS. The Vouchering System will reimburse Municipality based on the calculated performance percentage for either number of people served or number of units served. Funding for subsequent years will be based upon service delivery performance of the previous program year.

1. Claims will only be paid based on summary reports in the PeerPlace system. The number of elderly served and units provided for each service each month must be entered into PeerPlace each month. The PeerPlace data must agree with the claim amount for that month and that particular service. DSPS program staff will monitor fiscal claims to ensure the number of units or persons reported for the month corresponds to the PeerPlace data.
2. A hard copy PeerPlace report on the number of units and people served must accompany each claim form. DSPS program staff will sign off on each claim prior to fiscal processing. Monthly payments will be made on a unit cost basis or a per person cost basis only.
3. Payment will be capped at 1/12 of the total allocation each month. At the end of the year, adjustments will be made to the final claim to address extreme cyclical periods.
4. Claims for unit cost reimbursement or per person cost reimbursement for the provision of said services, must be accompanied by such registration forms or other documentation necessary to support claims for said expenses.

[NO FURTHER TEXT ON THIS PAGE]

PLAN FOR AUDIT

Describe the Municipality's plan for providing for an organization-wide audit no less than once every two years. If municipality did not have an audit conducted during the preceding year it is required to have an audit conducted during the current year. An audit should cover the two preceding years, except in the case where audits are conducted annually. Audits are to be conducted in accordance with the "Guidelines for Financial and Compliance Audits of Federally Assisted Programs, and the Standards for Audit of Governmental Organizations, Programs, Activities and Functions."

1. When was the most recent audit conducted? June 2025

2. What time period was covered in the audit? 1/1/2024 - 12/31/2024

3. Who conducted the audit? Name & Title _____

Name of Firm DKF O'Connor Partners LLP

4. Was a copy of the audit forwarded to the Westchester County Department of Senior Programs and Services?

Yes () No - If NO, please do so.

If Municipality will have an organization-wide audit conducted during the current year, describe below the plan for selection of an auditor, the period to be covered and the scope of the audit. If Municipality will not have an audit conducted during the current year, briefly describe below its future audit plans.

ADVOCACY AND RELATED ACTIVITIES

This category includes the monitoring, evaluation, and commenting on all policies, programs, hearings and community actions which affect older persons, the conducting of public hearings on the needs of older persons, the representation of the interests of older persons to public officials, public and private agencies and organizations, and coordinating planning with other agencies and organizations, to promote new or expanded benefits and opportunities for older persons.

Advocacy is not a service category, but is inherent in all services provided to the elderly.

Please describe specific plans for advocacy activities in this program year for your municipality

Transportation for senior residents were available all of 2024 to the following sites; Vantassell house, WISH, medical appointments, shopping locations, library & local outings

Yearly training courses are required by all drivers

EXECUTIVE ORDER 11246

1. The applicant hereby certifies that it will comply with the equal opportunity clause contained in section 202 of Federal Executive Order 11246, as codified under 41 CFR 60-1.4, attached hereto.

Municipality

Signature of Person Signing Agreement

Date

Title

Name of Staff Person Designated to be the
Affirmative Action Officer

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

EXECUTIVE ORDER 11246 Cont'd

During the performance of this contract, the Municipality agrees as follows:

(1) The Municipality will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Municipality will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion; sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Municipality will, in all solicitations or advertisements for employees placed by or on behalf of the Municipality, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Municipality will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Municipality's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Municipality will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Municipality will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Municipality's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Municipality may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the Municipality will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Municipality will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the Municipality becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

MUNICIPALITY STAFFING INFORMATION

MUNICIPALITY STAFF: Paid staff assigned to programs/services in this Schedule.

Job Descriptions must be submitted with Schedule, unless they are already on file with WCDSPS.

(Employees/staff are defined as those persons for whom W2 forms are maintained. Persons receiving 1099 forms are not, for the purpose of this document, to be listed as employees).

- | | |
|--|-----------|
| 1. Total number of paid staff: | <u>10</u> |
| 2. Full-time paid staff (30 hrs. or more per week): | <u>4</u> |
| 3. Part-time paid staff (less than 30 hrs. per week): | <u>6</u> |
| 4. Total number of paid staff 60 years of age or older: | <u>5</u> |
| 5. Total number of paid female staff: | <u>6</u> |
| 6. Total number of paid disabled staff: | <u>0</u> |
| 7. Total number of paid minority staff: | <u>1</u> |
| a. Number of paid American Indian/Alaskan Native staff: | <u>0</u> |
| b. Number of paid Asian/Pacific Islander staff: | <u>0</u> |
| c. Number of paid Black staff (<u>not</u> of Hispanic origin): | <u>1</u> |
| d. Number of paid Hispanic staff: | <u>1</u> |
| e. Number of paid minority staff that fall
under two or more of the above minority statuses | <u>1</u> |

Municipality Volunteers Assigned to Projects in this Schedule:

- | | |
|-------------|-----------|
| a. Aged 60+ | <u>12</u> |
| b. Minority | <u>4</u> |

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE "B"

**TITLE III-B PROGRAMS
OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED**

TRANSPORTATION SERVICES

SUBMITTED BY:

Town of Somers
(MUNICIPALITY)

PERIOD COVERED:

JANUARY 1, 2025 TO DECEMBER 31, 2025

REQUIRED ACTION:

**SUBMIT ONE (1) COMPLETED COPY OF THIS
SCHEDULE TO:**

SEND TO:

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE, 10TH FLOOR
MT. VERNON, NEW YORK 10550-3414**

**ONE (1) COPY MUST BE MAINTAINED BY EACH
OF THE INDIVIDUALS LISTED ON PAGE 2,
ITEM NUMBER 7 OF SCHEDULE "A".**

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

SCHEDULE "B"

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2025 Title III-B Performance Summary Costs	2

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PROGRAM YEAR**

MUNICIPALITY:

Somers

Amount of Contract:

a. Title III-B Federal Funds:	\$ <u>3483</u>
b. County Funds:	\$ _____
c. Municipality Match Funds:	\$ <u>2420</u>
d. Total Funds Above (Line a + b + c):	\$ <u>5903</u>
e. Participant Contributions:	\$ _____
f. Total Gross Amount (Line d + Line e):	\$ _____
g. Other Resources (not included in grant budget):	\$ _____

SCHEDULE "B"

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2025 TITLE III-B PERFORMANCE SUMMARY COSTS**

TOWN OF SOMERS
Municipality

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Federal Allocation	Municipality Match	Municipality Match for Contractors	GROSS TOTAL (Total Col 1 thru Col 3)	Proposed Number of DSPS Reimbursable Units to be Served	Federal & County Unit Cost For Reimbursement (Col 1 + Col 3/Col 5)	Number of Unduplicated Clients to be Served: Each of these individual clients will have a NAPIS or COMPASS Form Requirement in the PeerPlace System	Number of Clients to be Served: These clients will be counted in a Consumer Group in the PeerPlace System
A. SERVICE NAME							
A1. NYSOFA Unit Definition							
A2. DSPS Reimbursement Unit of Service if Different from A1.							
1. A. Transportation Services							
A1. NYSOFA Unit: Each One Way Trip Per Person							
\$3,483	\$2,420	\$0	\$5,903	682	\$5.11		N/A
A2. DSPS Reimbursement Unit: Each One Way Trip Per Person							
2. A.							
A1. NYSOFA Unit:							
A2. DSPS Reimbursement Unit							
3. A.							
A1. NYSOFA Unit:							
A2. DSPS Reimbursement Unit							
4. A.							
A1. NYSOFA Unit:							
A2. DSPS Reimbursement Unit							
5. A.							
A1. NYSOFA Unit:							
A2. DSPS Reimbursement Unit							
6. A.							
A1. NYSOFA Unit:							
A2. DSPS Reimbursement Unit							
\$3,483	\$2,420	\$0	\$5,903				
PROGRAM TOTALS							

A. Actual Unit Cost Reimbursement includes federal and county funds. Municipality match and contributions are not included in the actual reimbursement calculation.
 B. The Department will reimburse utilizing unit cost for actual services provided and data entered in NYSOFA Client Statewide Data System (PeerPlace), up to the not to exceed amount of this contract.

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS (Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- 3. All policies of the Municipality shall be endorsed to contain the following clauses:

- (a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that

the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

Important information for Municipality and Insurance Brokers:

(The below is required for ACORD insurance certificates)

For Additionally Insured & Waiver of Subrogation status on an ACORD certificate:

a. **Check off the additional insured (ADDL INSD) and waiver of subrogation (SUBR WVD) boxes next to the following policies:**

- Commercial General Liability
- Automobile Liability
- Umbrella/Excess Liability

And input the following language into Description of Operations box: "Certificate holder is included as additional insured on a primary & non-contributory basis"

OR

b. **Input following language into Description of Operations box:**

"Certificate holder is included as additional insured on a primary & non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies. All policies include a waiver of subrogation in favor of the certificate holder applies as required by written contract"

SCHEDULE "D"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change
- No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, **ONLY** complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:		Contact Person Telephone Number:
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____ Authorized Signature	_____ Print Name/Title	_____ Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:		12. Bank Account Title:
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____ Authorized Signature	_____ Print Name / Title	_____ Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

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Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

SCHEDULE "E"

Certification Regarding Debarment and Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Municipality certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal Offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Municipality is unable to certify to any of the statements in this paragraph, the Municipality shall attach an explanation to this certification.

Date: _____

Signature

Name & Title

Organization

SCHEDULE "F"

NEW YORK STATE OFFICE FOR THE AGING

Contributions and Other Program Income Policy

NEW YORK STATE OFFICE FOR THE AGING

2 Empire State Plaza, Albany, NY 12223-1251

Andrew M. Cuomo, Governor

An Equal Opportunity Employer

Greg Olsen, Acting Director

PROGRAM INSTRUCTION	Number: 18-PI-17
	Supersedes: 81-TAM-III-B-6, 82-PI-III-17, 83-PI-III-B-35, 84-PI-6, 90-TAM-5, 90-PI-23, 92-PI-56, 92-PI-56, 03-PI-05, 14-TAM-01
	Expiration Date:

DATE: July 27, 2018

TO: Area Agency on Aging Directors

SUBJECT: NYSOFA Contributions and Other Program Income Policy

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ACTION REQUESTED: Review this Program Instruction (PI) against local policies, procedures, and documents and make any necessary modifications to ensure that contributions and other program income received is appropriately solicited, collected, protected, and used to expand and support services.

RESPONSE DUE DATE: There is no reply necessary at this time. However, Area Agencies on Aging (AAA) must comply with this policy. A review of local policies should be undertaken as soon as possible and appropriate corrective actions or policy enhancements must be made.

PURPOSE: To ensure proper implementation of statutory and regulatory provisions for program income and to ensure that the necessary internal controls exist to properly account for and protect program income collected by the AAAs and their contractors.

BACKGROUND: Section 315 of The Older Americans Act (OAA) deals with Consumer Contributions, i.e., Cost Sharing and Participant Contributions. Various laws and regulations, specifically including federal regulations at 45 CFR § 1321.67, state law at Section 214(4)(k) of the NYS Elder law, and state regulations at 9 NYCRR §§ 6654.5 and 6654.6, also impose requirements on program income.

I. Statutory and Regulatory References

- A. Section 315 of The Older Americans Act addresses consumer contributions, i.e., cost sharing and participant contributions.**
1. **Cost Sharing – Section 315(a) allows cost sharing for certain OAA-funded services provided that the state implements a cost sharing policy complete with a formal sliding scale to be used to determine each older person’s share of the cost of the service. Section 315(a) also details several other requirements for a state implemented cost sharing policy including a provision that permits AAAs to request a waiver from the state policy.**
 2. **Contributions - Section 315(b) of the OAA states that “Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under this act provided that the method of solicitation is noncoercive. Such contributions shall be encouraged for individuals whose self-declared income is at or above 185 percent of the poverty line, at contribution levels based on the actual cost of services.” AAAs and service providers may not means test for any service for which contributions are accepted or deny services to any individual who does not contribute to the cost of the service. OAA § 315(b)(4) requires AAAs to ensure that each service provider will:**
 - a) **provide each recipient with an opportunity to voluntarily contribute to the cost of the service;**
 - b) **clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;**
 - c) **protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution;**
 - d) **establish appropriate procedures to safeguard and account for all contributions; and**
 - e) **use all collected contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under this Act.**
- B. Federal regulations - 45 CFR § 1321.67 imposes requirements on program income.**
- C. NYS Elder Law § 214(4)(b)(3), as of the date of this policy’s issuance, requires the NYSOFA Director to provide by regulation the requirements for any participant contributions and fee schedules used for community service projects and the manner for the accounting and use of any such revenue.**

Section 214(4)(k) requires NYSOFA to implement a cost sharing policy for in-home (housekeeping/chore and homemaking/personal care), ancillary, and non-institutional

respite services provided under the Expanded In-home Services for the Elderly Program (EISEP).

Section 214(4)(k) also requires cost share for EISEP-like in-home services and non-institutional respite services under the Community Services for the Elderly Program (CSE). NYSOFA regulations at 9 NYCRR §§ 6654.5 and 6654.6 impose requirements on program income under state funded programs.

Section 6654.5 deals with participant contributions and Section 6654.6 provides program regulations for cost sharing called for under Section 541.4(k) of the NYS Executive Law.

II. Definitions

A. Program Income

Income from sources other than federal or state grants. This would include, for example, private pay income and income from the sale of units to a Managed Long Term Care (MLTC) plan. This would not include fundraising, endowments, bequests or other gifts, or private grants.

B. Types of Program Generated Income

1. Contribution – Unless specifically stated otherwise, the term contribution shall mean funds voluntarily paid to the AAA or a contracted service provider by a service participant or their family member and/or caregiver at the time of or as a result of delivery of one or more services.
2. Cost Share - When used in this Program Instruction, unless specifically stated otherwise, the term cost share or cost sharing means a mandatory fee for in-home services, ancillary, or non-institutional respite services provided in accordance with EISEP standards. Such fees are based on the service recipient's income with allowances for factors such as housing expenses.
3. Sale of Assets Purchased with Grant Monies - Proceeds from the sale of assets that were originally purchased with grant funds and required matching funds.

C. Terminology

1. Cash – Cash may refer to currency, checks, money orders, or a combination of any or all of the three.
2. Client – When used in this policy “client” will generally refer to the service recipient unless the term is somehow qualified to imply a different meaning.
3. Consumer – Consumer can be the service recipient or a family member or other caregiver.

4. EISEP In-home Services, including consumer directed – Homemaking/personal care and housekeeping/chore services funded under the Expanded In-home Services for the Elderly Program (EISEP).
5. EISEP-like Services including consumer directed - Homemaking/Personal Care, Housekeeping/Chore, and non-institutional respite services funded under the Community Services for the Elderly Program (CSE).
6. Invoice – An itemized statement of services, which requires payment of a certain amount.
7. Payment(s) – Funds received by the AAA or contractor. Payments may be for contributions, cost sharing, or other purposes.
8. Service Provider – The AAA, a contractor of the AAA, or a contractor of NYSOFA that administers programs to provide services to older New Yorkers and/or their families and other caregivers.

III. Contributions

A. General Standards

1. Contributions are not appropriate for all services. Those services for which there is normally a charge in the community should generate contributions. Other services may be inappropriate for the generation of contributions because they are typically free in the community (e.g., information and assistance or outreach). However, contributions can be accepted for all activities funded and/or operated by the AAA and for the general operation of the AAA and its contractors as well.

Services for which contribution policies and procedures must be developed include:

adult day services	housekeeping/chore
caregiver services	legal assistance
case management	nutrition counseling
congregate meals	personal emergency response
homemaking/personal care	residential repair/renovation
home-health aide	shopping assistance
home delivered meals	transportation
in-home contact and support	assisted transportation
health promotion	

AAAs can choose to develop contribution policies and procedures for other services as appropriate.

2. Providers are not required to set either a suggested amount or a suggested range for contributions. Should the provider choose to set amounts, the suggested amounts should be based on the actual cost of services.
3. AAAs must consult with relevant service providers and older adults in the AAA's planning and service area to determine the best method for accepting contributions.
4. For OAA-funded programs, individuals whose self-declared income is at or above 185 percent of the poverty line must be encouraged to contribute at the actual cost of services.
5. Consumers of services must be informed of and provided with the opportunity to voluntarily contribute to the cost of the services funded by any program administered by or through NYSOFA. However, if the service recipient is required to cost share, no contribution shall be solicited for that service.
6. Caregivers can similarly be informed of the opportunity to voluntarily contribute.
7. Consumers of services must be informed of the purpose for and use of contributions (see Section VII of this policy).
8. No service recipient may be denied a service because of inability or unwillingness to contribute.
9. Periodic communications about contributions may be sent, with a frequency not to exceed once per month for the same service to the same client.
10. Providers are required to allocate contributions to expand the service for which it was given.
11. Contributions for multiple services received at one setting or in one continuous sequence must be accounted for with consideration for the program requirements of the program funding the services, the most predominant requirement being to expand services under the program that funded the original service. If the various services are funded under one program, e.g., CSE, the client may be advised to make one contribution for all services received. If the services are provided under more than one program, they must be accounted for separately by some means, e.g., color coded envelopes.

If contributions are received for contracted services, and funding is provided under an Older Americans Act program, all contributions must be accounted for and utilized by the contractor that has provided the applicable service.

Potentially, these requirements may make it difficult to account for

contributions when multiple services are provided. AAAs are encouraged to discuss the more complex situations with their assigned program and/or fiscal NYSOFA staff.

12. When a special event (holiday party, picnic, etc.) is reported as a congregate meal all contribution requirements relating to a congregate meal must be applied to the special event. In addition, if federal and/or state funds (including county funds as match) are used to fund part or all of the event, all requirements specific to the funding stream(s) utilized must be followed.

B. Establishing Suggested Contribution Amounts

1. The suggested amount for contributions may not exceed the cost of the service.
2. Actual costs must be considered in setting the suggested contribution level.
3. Recommended contribution amounts are to serve only as guides to service users and are not to be used in a coercive manner.
4. Service providers should not attempt to support the entire program from contributions.
5. AAAs must consider the income ranges of older adults in the AAA's planning and service area and the service provider's other sources of income when the AAA is developing a contribution schedule.
6. Suggested contributions may be either:
 - a) Fixed or flat rate not to exceed the cost of the service (e.g., \$3.00 per meal, \$1.50 per trip or zone); or
 - b) Sliding scale contribution. At the top of the scale, the suggested contribution would be set at the full cost of service for those with incomes of 185% or more of the Federal Poverty Level (FPL). In setting up schedules, be realistic about the maximum and minimum points of the scale.
7. Program/Service Specific Information.
 - a) Congregate and Home Delivered Meals:

Electronic benefit transfers (EBT) under the Supplemental Nutrition Assistance Program (SNAP) program may be accepted for Congregate and Home Delivered Meals contributions.
 - b) Cost Share Services:

Contributions cannot be solicited from an individual who pays a cost share for that specific service.

C. Methods for Informing Individuals of the Opportunity to Contribute

1. Regardless of the medium used to relay the contributions request, AAAs should take the same care with all communications. These rules apply to any request for contributions.
2. Communications, electronic or otherwise, may include information concerning services and contribution policies and may request but not demand contributions from individual consumers.
3. When discussing contribution amounts, AAA or contractor staff may advise service recipients of the actual cost of the service, suggested contribution amount (if any), and the opportunity to make a voluntary contribution. Materials reflecting suggested contribution levels, e.g., sliding fee scales, service costs, etc., may be given to the client for guidance.
4. Great care must be taken in the development and use of statements of actual costs of services to ensure that they are not perceived as being coercive or resemble an invoice or bill in any way.
5. Any reference related to a suggested contribution amount that implies a fee, e.g. "you should pay," "you ought to be able to afford," or "your fair share is," is prohibited.
6. For those services for which contribution policies and procedures are developed, methods of informing participants include the use of letters, signs, and other materials.
7. Communications, printed or electronic, from AAAs and/or contractors specifically soliciting contributions,
 - a) must meet the following requirements:
 - i. Due recognition must be given to the source of the program funds, generally the US Department of Health and Human Services - Administration on Community Living (ACL) and/or NYSOFA. If other entities provide funding, e.g., County Government, it would be reasonable to give them due recognition also.
 - ii. A statement that explains that contributions made as a result of receiving service(s) are completely voluntary and that services will not be affected because of an inability or unwillingness to contribute.

- iii. If a suggested contribution amount is included, it must be clear it is only a guide and, if participants choose to contribute, their contribution should reflect their own circumstances. However, individuals whose self-declared income is at or above 185% of the FPL shall be encouraged to contribute at the actual cost of services.
 - iv. An explanation of the purpose for and use of contributions, and that all contributions are to be used to expand the service for which the contributions were given.
- b) may include:
- i. The amount of the suggested contribution for specific services.
 - ii. Information on the full cost of the service.
 - iii. A statement that a receipt may be provided for contributions made.
- c) must not include:
- i. Use of the word “donation” when referring to a “contribution.”
 - ii. Using the word “free” to describe a service which is funded under the Older Americans Act or the New York State Elder Law.
 - iii. Language that suggests there will be any consequence because the client decided not to contribute.
 - iv. Language that suggests that income is a factor in determining eligibility for a program.
 - v. Any indication that the contribution will be tax-deductible.
 - vi. Terms such as “amount due,” “your fair share,” or any other language that suggests the recipient is required to pay an amount.
- d) Written communications soliciting contributions may not be distributed more than once a month for the same service to the same client.

8. Signs.

- a) Signs may be used at the point of service (e.g., transportation, health promotion activities).
- b) When a sign is used, it must:

- i. State the voluntary nature, purpose, and use of contributions; and
 - ii. Give credit to the funding sources, e.g., ACL, NYSOFA, the county, etc.
- c) A sign may state:
 - i. The suggested amount of contribution; and
 - ii. The actual/approximate cost of the service.
- d) For Congregate Nutrition Sites:
 - i. Signs are required.
 - ii. Signs must state the suggested amount of contribution, including the full cost of service and/or guest meal.

IV. Cost Share- Under the EISEP and CSE programs - certain clients who receive EISEP or EISEP-like services other than case management must cost share according to the sliding scale developed by NYSOFA. Cost sharing policy is extensively documented in the EISEP standards and regulations and the cost sharing forms and income levels are updated on an annual basis. Therefore, this policy will only address cost sharing from the standpoint of proper accounting and safeguards for cash received.

V. Sale of Assets Purchased with Grant Funds

- A.** When selling or trading assets purchased with state or federal grant funds, the overriding principle is that the proceeds from the sale (i.e., income) will stay with the program where the funds to purchase the asset originated.
- B.** If the program funding used to purchase the asset no longer exists, the proceeds from the sale must be used in other programs administered by the AAA or contractor that meet the same need or serve the same program area.
- C.** If the asset was sold or traded-in to acquire a replacement asset, the replacement asset must be used for substantially the same purposes as the asset being disposed.
- D.** The NYSOFA Equipment Inventory & Disposition Form is designed to account for the original funding for the purchase of the asset and to eventually document and account for the disposition of the asset. It also provides very good documentation for an agency's inventory purposes. A copy of this form can be obtained from the fiscal team at NYSOFA.

VI. Confidentiality

- A.** Program-generated income must be handled in a manner that protects the privacy and confidentiality of all individuals. Envelopes may be made available for participants to make contributions. They may be encoded to facilitate accounting for contributions by program or service, but not so that the contributor can be identified.
- B.** Cost share income is not confidential as the payee's identity must be known by the AAA or its contractor so that proper accounting records can be maintained. However, the financial information known about the program recipient may never be used for any purpose other than calculating or collecting the required cost share amounts or determining eligibility for participation in other program(s).

VII. Use of Income

A. Expansion of Services.

- 1. All program-generated income must be utilized to expand or support services delivered under the program for which it is collected.
 - a) For all Older Americans Act programs, contributions must be used to expand the services of the provider that collects the contributions. Under state programs and federal programs not regulated by 45 CFR § 1321.67 (i.e., not established under provisions of the OAA), service expansion must comply with item VII.A.1. above although not necessarily at the same service provider.
 - b) One exception to this rule is cost share receipts collected under EISEP, which may be transferred to CSE and used to expand CSE services.
- 2. All program income must be utilized to expand or support services during the program period in which it is collected. If a service is provided during the 12th month of a program period and a contribution is received by the service provider in the first month of the subsequent program year, services must be expanded in the latter period. Program income may not be accumulated and used to form a fund balance.

B. Use of Income as Match.

- 1. Income generated through the provision of services funded by Older Americans Act-funded programs may not be used for local matching purposes.
- 2. Contributions generated under CSE and EISEP can be used as a "match of last resort." The term "match of last resort" implies that without using these contributions as match, there are not sufficient local funds available to match the state grant, services to older New Yorkers would need to be curtailed, and state funds would go unexpended. When local funding is available to match

CSE and EISEP, contributions may not be used as match.

3. Cost share receipts may not be used as local match under NYSOFA's current cost share policy.

VIII. Safeguards for Program Income

- A.** Except as provided in paragraph B below, all paid staff members, both AAA and contractor staff, who handle program income must be bonded with the exception of government employees (who are already covered) and attorneys providing legal services (who already operate under standards for client funds contained in the Rules of Professional Conduct, enforced by the Appellate Divisions of the Supreme Court).

Bonding is insurance against the misappropriation of funds. Should there be a theft, the bonding company will cover the losses (subject to potential limits and deductibles) so that the programs for older adults will not suffer. Agencies can obtain a "Blanket Fidelity Bond" for all employees. Volunteers who jointly count program income with a staff member are not required to be bonded. A volunteer must never count program income without a bonded employee present.

- B.** As an alternative to bonding, a provider may obtain a commercial insurance policy that would cover losses arising from employee theft. If a provider has an insurance policy covering for losses due to employee theft, fraud, or embezzlement, the AAA may accept such proof of insurance coverage as a substitute for bonding. If a provider seeks to use insurance as a substitute for bonding, the provider should be required to produce proof of such insurance to the AAA. The AAA is responsible for verifying that the insurance coverage is a comparable substitute for bonding of provider staff and is adequate to safeguard program income.
- C.** After program income is initially counted and recorded on cash receipts logs (or ledgers), the fewest possible number of people must handle cash. Staff preparing cash receipts for deposit should count the cash and reconcile it to the cash receipt logs before preparing the deposit. Discrepancies should be explained and corrected.
- D.** Program income must not be taken home. The entire amount of program income collected should be deposited in a bank on a daily basis. When this is not possible, funds must be stored in a secure location at the AAA or contractor office daily and deposited in a bank no less frequently than weekly.
- E.** Under no circumstance will it be acceptable to make withdrawals or loans or cash checks from program income received. The entire amount of the program income collected must be deposited into a bank account and then used for the purpose intended, i.e., expansion or support of program and services.
- F.** Periodic, but no less than monthly, reconciliations of cash receipt records (certifications of daily contributions and cash receipt logs), deposit slips and bank statements must be performed and any discrepancies investigated and explained to

the AAA Director's satisfaction. When possible, the person performing these reconciliations should not be involved in collecting, counting, or depositing the program income.

- G.** Records of program income received at congregate sites, on each meal and transportation route, and in the service provider or AAA office should be maintained and periodically analyzed. Irregularities should be brought to the AAA Director's attention.
- H.** Variations in safeguards for handling different types of program income that is collected in different settings.
 - 1. Contributions Collected in a Congregate Setting.
 - a) Contributions must be deposited into a locked box by the program participant. For confidentiality purposes, envelopes may be provided to the participants.
 - b) Congregate Meal staff/volunteers should not have access to the contents of the locked box other than to count contributions at the end of the meal service. Contributions must be jointly counted daily by at least two people, as described in VIII.A above.
 - c) Each person counting the contributions must sign a form certifying the amount collected for each day. If contributions are received for services funded by more than one program (e.g., III-C-1 and WIN), the accounting system must capture the amount of contributions generated by each program.
 - 2. Contributions Collected by Home Delivered Meal Route Drivers.
 - a) Contributions must be deposited into a locked box. The deposit should be made directly by the service recipient when possible. When it is not possible or practical for the service participant to place the contribution into a locked box, the contribution should be given to the person delivering the meal in a sealed envelope that can be placed in the locked box upon return to the vehicle. The driver must not have access to the contents of the locked box. The locked boxes should be returned to the AAA or contractor at the end of each route.
 - b) The locked boxes must be opened at the AAA or contractor and counted daily by two staff members when possible. Each person counting the program income must co-sign a form certifying the amount of cash counted for each day. If contributions are received for services funded by more than one program (e.g., III-C-2 and WIN), the accounting system must capture the amount of contributions generated by each program.

c) When feasible, drivers should be rotated among routes.

3. Contributions Collected by Transportation Drivers.

a) Contributions must be deposited into a locked box. The deposit should be made directly by the senior when possible. For confidentiality purposes, envelopes may be provided to the participants. The driver must not have access to the contents of the locked box. The locked boxes should be returned to the AAA or contractor at the end of each route.

b) The locked boxes must be opened at the AAA or contractor's office and counted daily by two staff members when possible. Each person counting the program income must co-sign a form certifying the amount of cash counted for each day. If contributions are received for services funded by more than one program (e.g., III-B and CSE), the accounting system must capture the amount of contributions generated by each program.

c) When feasible, drivers should be rotated among routes.

4. Contributions, Cost Share, and Other Income Received at AAA or Contractor Offices.

a) Program income received through the mail or dropped off at AAA or contractor offices should be recorded in ledgers by the staff person receiving and opening the mail. Receipts should then be forwarded to appropriate staff for preparation for deposit.

5. Contributions Collected by Legal Services: In regard to the Legal Assistance Program, there are exceptions to some of the general requirements for contributions. These are:

a) Bonding: Because all attorneys operate under standards for client funds contained in the Rules of Professional Conduct, enforced by the Appellate Divisions of the Supreme Court, it is considered unnecessary for the attorneys to obtain performance bonds. This should not be considered in any way to lessen the obligation to account for contributions; these funds should be treated in the same manner as client funds, and should be accounted for according to normal budgeting requirements.

b) Daily counting of contributions: Because the provisions of the New York Rules of Court and the Rules of Professional Conduct are applicable to this area, daily reporting is considered unnecessary.

c) In all other respects, the contributions policy for legal assistance must conform to the requirements of this policy on program income.

I. Receipts shall be provided upon request of the service recipients or those acting on their behalf.

IX. Accountability For All Program Income: An audit trail of all incoming program income must be maintained by program (e.g., III-B, III-C-1, CSE). Within EISEP and CSE, contributions and cost share must be accounted for separately. The ledger and supporting documentation (e.g., deposit slips, certified forms, etc.) must provide a clear audit trail so that at any given time it is known how much and what type of income has been collected from each program. Whenever possible, accounting records must be kept by someone not involved in handling cash receipts.

X. Fundraising Activities

A. Fundraising activities aimed at the general public are permissible and encouraged. However, as noted below, the cost associated with fundraising activities is not allowable under NYSOFA administered grant programs but the costs may be offset against the revenue derived from the fundraising activity.

1. 2 CFR § 200.442(a) applies to both municipalities and not-for-profit organizations. It states that “Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable with prior written approval from the Federal awarding agency. Proposal costs are covered in § 200.460 Proposal costs.”

B. Donations that are not received as a direct result of a delivery of a service may be used as appropriate under the laws governing their type of organization (i.e., Municipal Law or Not-for-Profit Incorporation Laws). These donations may come from fundraising activities or as an unsolicited gift.

XI. Approval of Contractor Program Income Procedures - Procedures used by AAA contractors to implement these policies are subject to prior approval by the AAA.

- PROGRAMS AFFECTED:**
- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Title III-B | <input checked="" type="checkbox"/> Title III-C-1 | <input checked="" type="checkbox"/> Title III-C-2 |
| <input checked="" type="checkbox"/> Title III-D | <input checked="" type="checkbox"/> Title III-E | <input checked="" type="checkbox"/> CSE |
| <input checked="" type="checkbox"/> WIN | <input type="checkbox"/> Energy | |
| <input checked="" type="checkbox"/> EISEP | <input checked="" type="checkbox"/> NSIP | <input type="checkbox"/> Title V |
| <input type="checkbox"/> HIICAP | <input type="checkbox"/> LTCOP | |
| <input type="checkbox"/> NY Connects | <input checked="" type="checkbox"/> Other: Any NYSOFA program which generates Program Income | |

CONTACT: Aging Services Representative

SCHEDULE "G"

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A,
THE 2025-28 FOUR YEAR PLAN,
APRIL 1, 2025 – MARCH 31, 2026

ATTACHMENT A

New York State Office for the Aging

STANDARD ASSURANCES

The 2025-26 Annual Update to the
2024-2028 FOUR YEAR PLAN

(April 1, 2025 - March 31, 2026)

Covering the following programs:

1. Older Americans Act Title III-B
2. Older Americans Act Titles III-C-1
3. Older Americans Act Titles III-C-2
4. Older Americans Act Title III-D
5. Older Americans Act Title III-E
6. New York State Expanded In-Home Services for The Elderly Program (EISEP)
7. Community Services for The Elderly Program (CSE)
8. Congregate Services Initiative (CSI)
9. Wellness in Nutrition (WIN)
10. State Transportation Program
11. Caregiver Resource Center (CRC)
12. Health Insurance Information, Counseling and Assistance Program (HIICAP)

These Standard Assurances, incorporated in this 2025-26 Annual Update to the 2024-28 Four Year Plan (hereafter collectively referred to as “Annual Update”), shall be effective April 1, 2025, and remain in effective unless modified or amended.

Standard Assurances Applicable to All Programs

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 (NYSOFA) that apply to such activities. Applicable laws include but are not limited to the following:

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 (*Non-procurement Debarment and Suspension*)
- 2 CFR Part 382 (*Requirements for Drug-Free Workplace (Financial Assistance)*)
- 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 in Programs or Activities Receiving Federal Financial Assistance*)
- 45 CFR Part 93 (*New Restrictions on Lobbying*) see 91-PI-5 [1/24/91]
- 45 CFR Part 1321, Subparts A-D (*Grants to State and Community Programs on Aging*)
- Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. § 621, et seq.)
- Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, et seq.) and 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. § 2000d, et seq.)
- Equal Employment Opportunity Act of 1972, as amended (42 U.S.C. § 2000e, et seq.)
- Minimum Wage Act of 1963, as amended (29 U.S.C. § 206)
- Hatch Act – Political Activity of Certain State and Local Employees, as amended (5 U.S.C. § 1501, et seq.)
- Home Energy Assistance Act of 1981, as amended (42 U.S.C. § 8621, et seq.)
- Rehabilitation Act of 1973, Section 504 – Nondiscrimination, as amended (29 U.S.C. § 794)

Single Audit Act Amendments of 1996, as amended (31 U.S.C. § 7501, et seq.)

Uniform Relocation and Assistance and Real Property Acquisitions Act of 1970, as amended (42 U.S.C. § 4601, et seq.)

2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) replacing OMB Circular A-102 (*Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments*) and OMB Circular A-133 (*Audits of State and Local Government and Non-Profit Organizations*).

Federal Executive Order 11246, as amended (Equal Employment Opportunity)

Executive Order 13166 (*Improving Access to Services for Persons with Limited English Proficiency*)

HHS Grants Policy Statement, as amended (U.S. Department of Health and Human Services)

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 (*Human Rights Law*)

Executive Law, Article 7-A (*Solicitation and Collection of Funds for Charitable Purposes*)

Veterans' Service Law, Article 3 (Participation by Service-Disabled Veterans with respect to State Contracts)

All NYSOFA Program Instructions (See: <https://aging.ny.gov/issuances-0>)

1. **Program Implementation:** The AAA identified in this Plan has the authority and the responsibility for effective implementation of Title III of the OAA, as well as the following state programs: CSE, EISEP, CSI, WIN, State Transportation Program, HIICAP, and CRC and to support Title VII and the State Long Term Care Ombudsman Program (LTCOP). 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 in its Applications for Funding (Applications) for the aforementioned programs.
2. **Changes to this Plan:** The AAA assures that it shall submit for prior approval to NYSOFA necessary documentation for changes, additions, or deletions to this approved Plan, and the Title III-B, Title III-C-1, Title III-C-2, Title III-D, Title III-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications.
3. **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 and caregivers within its PSA for the next year and understands that NYSOFA shall not award any funds which cannot be so utilized.

4. 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 for an individual budget category for authorized items of expense will be allowed up to \$1,000 or 10% (whichever is greater). 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 must submit a written request to NYSOFA and await NYSOFA approval before making such expenditures. Additionally, 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 NYSOFA before these costs will be reimbursed. (See 05-PI-09: Modification Procedure for Grant Application).
- B. Equipment Disposition:** Sometimes equipment with a unit cost exceeding \$1,000.00 is purchased with federal or state funds under this Plan, and the equipment is no longer needed for activities supported by such Programs. At this time, NYSOFA reserves the right to select a recipient for and approve the transfer to such recipient which must be used for services to older adults and caregivers.
- 5. Claiming:** The AAA agrees that state claims 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 issued by NYSOFA. The AAA agrees to accept payments electronically as required by New York State for expenses incurred and will enroll in the New York State Office of the State Comptroller's (OSC) Electronic Payment Program, unless a request for Exemption from Electronic Payment is approved by NYSOFA.
- 6. 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 the period of time directed by the requirements of each specific program. If no record retention requirements exist for a particular program, then such records should be maintained for a period of six (6) years after final payment is made. Authorized representatives of the Administration on Aging/Administration for Community Living (AoA/ACL), OSC, or their authorized representatives and staff from 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.
- 7. 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 their 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.
- 8. 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 (M/WBE) Contracts:** The AAA assures that it will comply with New York State Executive Law Article 15A regarding opportunities for minority owned/operated and women owned/operated organizations.
- B. **Service-Disabled Veteran-Owned Businesses (SDVOB) Contracts:** The AAA assures that it will comply with New York State Veterans' Service Law Article 3 regarding opportunities for service-disabled veteran-owned businesses (SDVOB) organizations.
- C. **Technical Assistance:** The AAA shall provide technical assistance and information in a timely manner to all contractors.
- D. **Contract Approval:** The AAA must enter into formal contracts with all contractors listed on the Contractor Roster contained in this Plan. All contracts must be written in accordance with federal, state and local standards and a copy of the fully executed contract (including budgetary information) must 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 claims from contractors in accordance with Section 7, Access to Records, herein. When contracting with a business entity (other than a non-profit organization) for the delivery of OAA and/or CSE services, the AAA must comply with the review process established by NYSOFA.
- E. **Contract Monitoring:** The AAA must 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. Expenditures must be only for authorized items of expense contained in the approved budgets. The AAA shall further ensure that before a contractor incurs unauthorized expenditures, the contractor shall request and await AAA approval before incurring such expenditures. The AAA must make any necessary budget modifications and shall submit a copy to NYSOFA within thirty (30) days of its effective date.
- F. **Funding Limitations:** The AAA may approve a contract that extends beyond the end date of an Application. When doing so, the AAA should not make a commitment that may exceed next year's annualized funding level. The contract must state that it is contingent upon provision of funding to the AAA in the subsequent year.
- G. **Data and Programming:** The AAA assures that any service, product, report, or other information generated under this Plan shall 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 services 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 is 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.

- H. **Conformance with This Plan:** The AAA agrees that all contracts, including 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.
- I. **Integrity and Public Purpose:** The AAA must maintain the integrity and public purpose of both service providers and their services in all contractual and commercial relationships.
- J. **Disclosure of Contractors and No Diminishment of Services:** The AAA must:
 - 1) disclose to the Assistant Secretary of the AoA/ACL and the Director of NYSOFA:
 - 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 caregivers; 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.
- K. **Use of OAA Funds:** The AAA agrees that funds received under the OAA shall not be used to pay any part of a cost incurred to carry out a contract or commercial relationship that does not pertain to the OAA.
- L. **Receipt of OAA Services:** The AAA agrees that preference in receiving services under the OAA will not be given to particular older adults and caregivers as a result of a contract or commercial relationship that is not carried out to implement the OAA.
- M. **Focal Points:** The AAA must specify the identity of each focal point in grants, contracts or agreements implementing the Plan.
- N. **AAA Funding Liability:** The AAA assures that its contracts state that all payments are subject to the availability of federal/state funds. The AAA shall have no liability under the contract beyond the amounts available under adopted federal and state budgets.
- O. **Record Maintenance:** The AAA will require all contractors to maintain records and make

reports in such form as required by the AAA and NYSOFA. The AAA will require all contractors 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.

P. **Targeting:** The AAA shall undertake a leadership role in assisting communities throughout the PSA by targeting resources from all appropriate sources and concentrating services to meet the needs of older adults and caregivers, particularly those in greatest economic and social need in the PSA, including:

- Low-income individuals;
- Low-income minorities;
- Individuals with limited English proficiency (LEP);
- Rural residents;
- Native Americans;
- Individuals who are institutionalized or at risk for institutionalization, specifically including survivors of the Holocaust;
- Individuals with Alzheimer's Disease and related dementias;
- Individuals with disabilities;
- Caregivers of individuals with Alzheimer's/related dementias and individuals with disabilities;
- Minorities;
- Frail ;
- Vulnerable ;
- LGBTQ+, and
- Homebound

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 AAA may not permit a grantee or contractor under this part to employ a means test for services funded under this part. For purpose of this assurance the term "means test" is defined as an eligibility determination for a program or services based on an individual's or family's income and/or assets. The AAA agree to comply with the targeting requirements under the OAA and 12-PI-08: Equal Access to Services and Targeting Policy issued by NYSOFA.

10.2 AAA Contract Requirements.

A. The AAA assures that its contracts with providers of services and providers' subcontracts include the following provisions in addition to the provisions specified in B below:

1) **Targeting.** The Contractor, to the extent it has to provide services, agrees to provide services to meet the needs of older adults and caregivers, particularly those in greatest social and economic need in the PSA, including:

- Low-income individuals;
- Low-income minorities;
- Rural residents;
- Individuals with LEP;
- Native Americans;
- Individuals who are institutionalized or at risk for institutionalization, specifically

- including survivors of the Holocaust;
- Individuals with Alzheimer’s Disease and related deméntias;
- Individuals with disabilities;
- Caregivers of individuals with Alzheimer's/related deméntias and individuals with disabilities;
- Minorities ;
- Frail ;
- Vulnerable;
- LGBTQ+; and
- Homebound

The Contractor also agrees to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor further agrees to concentrate the services on older adults and caregivers 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 12-PI-08: Equal Access to Services and Targeting Policy issued by NYSOFA.

- 2) **Language Access.** The Contractor shall inform individuals with LEP of the availability of free language assistance by providing written notice of such assistance in a manner designed to be understood by individuals with LEP and, at minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Plan must indicate the interpretive service provider. 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. The Contractor must use all collected contributions to supplement the program funds received for the service for which the contributions were given to supplement the funds received under the OAA, and shall not supplant any existing funding sources.
 - 4) **Client Needs.** The Contractor will 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. The 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 (6) years after final payment is made. The Contractor agrees to provide access to all documents, and pertinent materials related to the contract for examination to authorized representatives of the AoA/ACL, OSC or their representatives, and staff of NYSOFA and/or of 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. Such information may be shared with the AAA; or as required by federal or state laws. Such information may be shared with other entities only upon the informed consent of applicant, recipient or an authorized representative thereof.

- 4) **AAA Funding Liability.** Payment to the Contractor is subject to the availability of dedicated federal/state funds. The AAA has no liability under the contract beyond the amounts available under adopted federal and state budgets. To the extent that the contract extends beyond the end date of AAA's Application, payment to the Contractor is contingent upon provision of specific funding to the AAA in the subsequent year.
- 5) **Conformance with AAA Area Plan.** The Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Plan. The AAA agrees to make the Plan available to the Contractor.
- 6) **Warranty for Data and Programming.** The Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure, or error due to inaccuracy of the services or product's operations in processing date/time data. This includes but is not limited to calculating, comparing, and sequencing various time/date transitions, such as 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 comply with 2 CFR Part 376, regarding non-procurement 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 Plan as approved by NYSOFA. 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 OAA, to specify how it intends to satisfy the service needs of older adults and caregivers, particularly those in greatest economic and social need in the PSA including but not limited to:

- Low-income individuals;
- Low-income minorities;
- Rural residents;
- Individuals with LEP;

- Native Americans;
- Individuals who are institutionalized or at risk for institutionalization specifically including survivors of the Holocaust;
- Individuals with Alzheimer's Disease and related dementias;
- Individuals with disabilities;
- Caregivers of individuals with Alzheimer's/related dementias and individuals with disabilities;
- Minorities ;
- Frail;
- Vulnerable;
- LGBTQ+; and
- Homebound

The Contractor shall also, to the maximum extent feasible, provide services in accordance with the need for such services and meet specific objectives established by the AAA for these populations.

11. **Responsibility:** The AAA certifies that, to the best of its knowledge and belief, it is and will comply 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. NYSOFA has approved the following language that the AAA should use when disseminating NYSOFA and/ or AoA/ACL funded materials and/or advertising:

This material has been funded in whole or in part by grants from the New York State Office for the Aging (NYSOFA), and/ or the Administration on Aging (AOA) and/ or Administration for Community Living (ACL). Nothing herein is intended, nor should be construed, as an endorsement by the State of New York.

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 and provided in an accessible format to persons with disabilities, including those with hearing and vision impairments.

15. **Limited English Proficiency:** The AAA agrees to comply with 12-PI-08: Equal Access to Services and Targeting Policy, federal Executive Order 13166, and in each PSA in which a substantial number of older adults and caregivers with LEP reside, the AAA shall:
- A. utilize in the delivery of outreach services under Section 306(a)(2)(A) of the OAA, the services of workers who are fluent in the language spoken by a predominant number of such older adults and caregivers who are of LEP 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 appropriate action to assure that counseling assistance is made available to older adults and caregivers with LEP in order to assist such older adults and caregivers 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 considerations and to effectively consider 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; and
 - B. Provide equal participation, services, activities and informational sessions without regard to partisan affiliation; and
 - C. Refrain from using funds to advance any partisan candidate or effort; however, the AAA shall ensure that all its providers grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19: Equal Access to Candidates; and
 - 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; and
 - E. Refrain from and prohibit any others receiving funds under this Plan for services or activities for older adults and caregivers 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; and
 - 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; and
 - G. Be an advocate for older adults and caregivers in its PSA and monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect older adults and caregivers; its efforts shall include planning, information sharing, coordination, interagency linkages, monitoring and evaluation to achieve a

comprehensive, community-based system for serving older adults and caregivers; and

- H. Identify and support (e.g., provide technical assistance, counseling) public and private nonprofit entities involved in the prevention, intervention, and treatment of elder abuse and determine the need for such services; and
- I. Conduct monitoring of directly provided services and of contracted services. At a minimum, the AAA must conduct at least one (1) on-site monitoring of each contractor every year. Monitoring must 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: Program Fiscal Monitoring). If the contractor has subcontracted the provision of direct services to another entity, the AAA will monitor the direct provider to assure compliance with applicable laws and standards.

17. Equal Access to Services and Targeting:

17.1 Equal Access.

- A. The 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, New York State regulations, other relevant laws and NYSOFA policies. AAA agrees that it will **not**, exclude any person from participation in, deny the benefits of, or subject any person to discrimination, under any program or activity receiving federal or state financial assistance, based on race, color, creed, national origin, sex, age, disability, sexual orientation, gender identity or expression, marital status, familial status, military status, arrest or conviction record, predisposing genetic characteristics, or victims of domestic violence.
- B. AAA will make reasonable steps 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 individuals with LEP.
- C. With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA shall serve any older adults and caregivers and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, creed, national origin, sex, age, disability, sexual orientation, gender identity or expression, marital status, familial status, military status, arrest or conviction record, predisposing genetic characteristics, or victims of domestic violence.
- D. The AAA agrees to examine the services it provides, identify any need for services for individuals with LEP, and develop and implement a system to ensure meaningful access and service provision for these individuals in compliance with federal Executive Order 13166.
- E. Regarding language accessibility, the AAA agrees that it will:
 - 1) Ensure that individuals with LEP are informed of the availability of free language services at all service locations by providing written notice on the availability of these services in a manner that can be understood by individuals with LEP.

- 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 of 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 Plan under the section entitled, "Demographic Data and Targeting Objectives" as required in 12-PI-08: Equal Access to Services and Targeting Policy.
 - 5) Make all vital documents available and 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, as defined in 12-PI-08: Equal Access to Services and Targeting Policy.
- F. The AAA will comply with Section 504 of the Rehabilitation Act of 1973 (applicable to programs or activities that receive federal financial assistance) and Title II (covering all services, programs, activities conducted by public entities) and Title 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). The AAA shall not discriminate against individuals 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 Title II and Title 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, which requires providing services to diverse populations in accordance with their representation in the planning and service area, to older adults and caregivers in greatest economic and social need, including but not limited to:

- Low-income individuals;
- Low-income minorities;
- Rural residents;
- Individuals with LEP;
- Native Americans;
- Individuals who are institutionalized or at risk for institutionalization, specifically including survivors of the Holocaust;
- Individuals with Alzheimer's Disease and related dementias;
- Individuals with disabilities;
- Caregivers of individuals with Alzheimer's/related dementias and individuals with disabilities;
- Minorities;
- Frail;
- Vulnerable;
- LGBTQ+; and
- Homebound

- 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 Title XVIII, Title XIX or Title 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. If those to be served under this Plan are eligible in this way, the AAA must have in effect an agreement providing for reimbursement from the appropriate funding source for such services.
- 19. Licensure and Certification:** The AAA shall ensure that it, its contractors, and subcontractors will be appropriately licensed and certified where the state or local public jurisdictions require such licensure or certification for the provision of services under the approved Plan. 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 as well as policies on enrollment and tuition and such other information as may be necessary to encourage such educational activities. A summary of this information must be made available to older adults at appropriate places.
- 21. Reporting:** The AAA agrees to comply with the reporting requirements for older adults and caregivers as set forth by NYSOFA.
- A. The AAA agrees to maintain client information for older adults and caregivers that is collected and maintained for purposes related to an organization's responsibilities as a designated AAA, or to programs and services provided under the auspices of NYSOFA, in the applicable client data system as designated by NYSOFA.
 - B. The AAA and its contractors will utilize as applicable a Minimum Data Set (MDS) compliant assessment tool, as available in the COMPASS, 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, as directed by NYSOFA from time to time.
 - C. 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 six (6) working days of the initial visit.
 - D. 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 (20) 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. Policies and procedures include 18-PI-17: NYSOFA Contributions and Other Program Income Policy. Individuals with self-declared incomes at or above 185 percent (185%) of the federal poverty level will be offered the opportunity to voluntarily 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 dedicated 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. 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, polices, or procedures, applicable to such programs, 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.
 - 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 early termination of any or all programs or funding included in this Plan for: (i) unavailability of dedicated 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 sixty (60) days' notice of its intent to cancel, or if 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 and prior to the effective date of any prospective termination, the AAA agrees to cancel 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 will be responsible for payment on claims and costs incurred pursuant to

services provided pursuant to any other 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 above and are subject to the requirements under the OAA, as well as other pertinent federal and state laws.

26. **Native American Access to Services:** The AAA agrees to pursue activities to increase access by older adults and caregivers 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 all Older Americans Act Funding

27. **Title III Funding:** In applying for and receiving funding under Title III-B, Title III-C-1, Title III C-2, 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 only if these funds are incorporated into an approved application and provided that the requirements of 88-PI-17: Older Americans Act Title III Carryover 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 ten percent (10%) of the combined federal allocations (including carry-over) for Title III-B, Title III-C-1, Title III-C-2, Title III-D and for Area Plan Administration. The amount of federal dollars expended on Plan Administration cannot exceed ten percent (10%) of the combined federal expenditures for Title III-B, Title III-C-1, Title III-C-2, and Title III-D. All administration costs must be budgeted under Title III-B, Title III-C-1, Title III-C-2 and/or Title III-E. While the Title III-D allocation is used to compute the maximum allowable Title III administration funds, no administration costs may be budgeted under Title III-D.
- C. **Matching Funds:** The AAA agrees to provide a minimum twenty-five percent (25%) local matching funds for Plan Administration expenditures under Title III-B, Title III-C-1, Title III-C-2 and Title III-E. The AAA agrees to provide a minimum ten percent (10%) local matching funds for service expenditures under Title III-B, Title III-C-1, and Title III-C-2. The AAA agrees to provide a minimum twenty-five percent (25%) local matching funds for services expenditures under Title III-E. There are no match requirements for service expenditures under Title III-D.
- D. **Audit:** The AAA shall comply with the federal audit requirements per the 1996 amendments to the Single Audit Act, the "Generally Accepted Government Auditing Standards" and 2 CFR Part 200 – Subpart F Audit Requirements.
- E. **Directly Provided Services:** In accordance with NYSOFA regulations (9 NYCRR § 6652.9), services can only be provided directly by an AAA if NYSOFA grants approval. This approval will be granted only if the AAA demonstrates that provision of such service

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 (inclusive of representatives from populations in greatest economic and social need identified in these assurances) who are participants in programs under the OAA, eligible to participate in programs assisted under the OAA, older minorities, rural residents, caregivers, representatives of older adults, service providers, representatives of the business community, local elected officials (or designees), providers of Veterans' health care (if appropriate), and the general public. The function of the Advisory Council must be to advise continuously 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 and caregivers.
- H. **Intergenerational Day Care:** If possible, the AAA shall arrange with organizations providing day care for children, assistance to older individuals caring for relatives who are children or adults and respite for families, so that older adults can assist on a voluntary basis 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 and caregivers eligible for assistance under the OAA, with emphasis on:
- Low-income individuals;
 - Low-income minorities;
 - Individuals with LEP;
 - Rural residents;
 - Native Americans;
 - Individuals who are institutionalized or at risk for institutionalization, specifically including survivors of the Holocaust ;
 - Individuals with Alzheimer's Disease and related dementias; and
 - Individuals with disabilities;
 - Caregivers of individuals with Alzheimer's Disease and related dementias;
 - Caregivers of individuals with disabilities
 - Caregivers of individuals with Alzheimer's/related dementias and individuals with disabilities;
 - Minorities;
 - Frail;
 - Vulnerable;
 - LGBTQ+; and
 - Homebound

- 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 grievance procedures for older adults and caregivers who are dissatisfied with or denied services under the OAA. Such procedures shall be in accordance with applicable NYSOFA Program Instructions.
- M. **Disabled Individuals:** The AAA assures that it will coordinate planning, identification, assessment of needs, and provision of services for individuals with disabilities or individuals at risk for institutional placement with agencies that develop or provide services for individuals with disabilities.
- N. **Transportation:** The AAA shall identify the transportation 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 disability related needs, in the PSA, in accordance with the ADA.
- O. **Disclosure of Spending:** on the request of the Assistant Secretary of AoA/ACL or the Director of NYSOFA, and for the purpose of monitoring compliance with the OAA (including conducting an audit), the AAA will disclose all sources and expenditures of funds the AAA receives or expends for the provision of services to older adults and caregivers.
- 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 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 the 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 OAA Title III-B

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

- A. **Priority Services:** The AAA will expend the required 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 (including financial exploitation), 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 § 6654.9), and 90-PI-36 [6/19/90].

Standard Assurance Applicable to OAA Title III-C

(For additional Assurances applicable to Title III-C, see SA #26 & SA #29)

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 #35. For additional Assurances applicable to Title III-C, see SA #26 & SA #28)

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, cultural or ethnic backgrounds of such participants.
 - B. **Outreach:** It shall be the AAA's responsibility to identify and engage with 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, religious institution 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 (e.g., 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, Grocery

Shopping Assistance, Recreation and Education (Title III-C-1 only), and 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:** In accordance with 15-PI-18, 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 the National Family Caregiver Support Program (NFCSP, Title III-E)

32. NFCSP:

- A. **Comprehensive Support System:** The AAA shall provide multifaceted systems of support services for family caregivers and older relative caregivers as these terms are defined in OAA § 372.
- B. **Statutory Services:** NFCSP services shall include each of five (5) 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. A portion of the AAA's Title III-E funds must be allocated to respite care and supplemental services. These required services are:
 - 1) Information to caregivers about available services;
 - 2) Assistance to caregivers in gaining access to the services;
 - 3) Individual counseling, organization of support groups, and 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 care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and
 - 5) Supplemental services, on a limited basis, to complement the caregiver's efforts to provide care.
- C. **Recipients of Respite and Supplemental Services:** The AAA agrees that respite and supplemental services shall only be provided to older relative caregivers or the caregivers

of "frail" older adults as "frail" is defined in OAA § 102(22), that is, an older adult (60 and older) who is functionally impaired because the person is unable to perform at least two (2) 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 themselves or to another person.

A caregiver assessment, as prescribed by NYSOFA and a care consultation must be completed prior to initiating respite care and/or supplemental services.

- D. **Supplemental Services:** The AAA may budget up to thirty percent (30%) of its total Title III-E allocation (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 thirty percent (30%) of its total Title III-E expenditures (federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services.
- E. **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 Unique/Specific Needs:** Caregivers who are older adults in greatest economic and social need, with particular attention to low-income older adults;
- B. **Older Caregivers Caring for Individuals with Unique/Specific Needs:** Older relative caregivers providing care to individuals with severe disabilities, including children with severe disabilities, as defined in OAA § 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 three (3) or more of the major life activities as specified in § 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 individuals 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 NFCSP services, with the funding available under Title III-E.

Standard Assurances Applicable to Caregiver Resource Centers

35. Caregiver Resource Centers (CRCs)

- A. **CRC Services:** For AAAs receiving state funds for a CRC funded under NYS Elder Law § 206, AAA agrees to provide and enhance services to caregivers using these funds. The goal is to expand upon caregiver services and supports offered by the AAA. CRC services must be reported distinctly from other funds and in accordance with CRC definitions for caregiver service and supports.
- B. **Materials Developed Under CRC:** If the AAA has a CRC funded under New York State 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 #29.)

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 five percent (5%) of WIN funds awarded shall be budgeted for AAA administration. No more than five percent (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

(For additional Assurances applicable to CSE, see SA #39. For additional Assurances applicable EISEP, see SA #40)

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. **Consumer Directed In-Home Services:** The AAA may elect to implement consumer directed services under CSE and EISEP in accordance with NYSOFA regulations. Prior to implementation, the AAA must submit their plans in the prescribed format to NYSOFA for review and approval.
- C. **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.
- D. **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 those responsible for social services, health, and mental health 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.
- E. **Contesting Eligibility and Cost Share Decisions:** AAA shall provide applicants or recipients of EISEP or EISEP-like services funded under EISEP/CSE the opportunity to contest adverse decisions as to eligibility, levels of required cost sharing and involuntary terminations of services.

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

(For additional Assurances applicable to CSE, see SA #37 & SA #38)

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 (3) years, except NYSOFA may approve continuation of a project beyond three (3) years if periodic evaluation shows that the project effectively improved the delivery of services to older adults.

Standard Assurance Applicable to EISEP

(For additional Assurances applicable to EISEP, see SA #37 & SA #38)

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 Department of Social Services (LDSS) 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 thirty-three percent (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 thirty-three percent 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 (2) 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 twenty-five percent (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.
- E. **Administration:** The AAA shall budget no more than five percent (5%) of CSI funds (State Aid & Local Match) for AAA administration. The AAA agrees that it will expend no more

than five percent (5%) of CSI funds for AAA administration.

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

Standard Assurances Applicable to Emergency Preparedness Plans

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

Standard Assurances Applicable to Mental Health Services

43. **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 and caregivers. 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 and caregivers; remove barriers to the diagnosis and treatment of such disorders; and coordinate mental health services available to older adults and caregivers (including mental health screenings) provided with area aging funds or other funds for mental health services available to older adults and caregivers residing in the PSA.

Standard Assurances applicable to the Health Insurance Information, Counseling and Assistance Program (HIICAP)

44. **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 (LDSS), Medicaid Managed Long Term Care (Independent Consumer Advocacy Network);
 - 5) Medicare Supplement insurance policy coverage, comparison information and claims filing;
 - 6) Long Term Care (LTC) insurance and planning; 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.
- 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 NY SHIP 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, and an Alternate 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. The HIICAP Alternate Coordinator shall be the AAA's backup or secondary 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 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) and Alternate Coordinator will attend at least one (1) 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, Alternate 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 Beneficiary Contacts, Group Outreach, and Media Outreach Events via the STARS SHIP Tracking and Reporting System at <https://stars.acl.gov>.
- P. The AAA agrees to ensure the capacity to access Internet information 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 New York State 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 following express acknowledgement on all new publications funded solely or in part by HIICAP:

“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.”
- 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 (e.g., 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.