

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending the approval of an act (the “Act”) which would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into grant agreements (“Grant Agreements”) with the New York State Office for the Aging (“NYSOFA”) to accept grant funds made available to the County from New York State (“State”) under the Community Services for the Elderly Program (“CSE”), the Congregate Services Initiative Program (“CSI”), the Caregiver Resource Center Program (“CRC”), the Expanded In-home Services for the Elderly Program (“EISEP”), the New York State Transportation Program (“NYSTP”), the Wellness in Nutrition Program (“WIN”), the Nutrition Services Incentive Program (“NSIP”), the Unmet Need Program (“UNMET NEED”), and the New York Connects Expansion and Enhancement Program (“NY CONNECTS”), in the total aggregate not-to-exceed amounts set forth below. The Grant Agreements will be for a term commencing retroactive to April 1, 2022 and continuing through March 31, 2023, except for the NSIP Grant Agreement which will commence retroactive to October 1, 2021 and continue through September 30, 2022. Additionally, authority is requested to enter into inter-municipal agreements (“IMAs”) with one or more municipal corporations as listed in the attached Exhibit “A”, for services to be funded with grant funds received from NYSOFA under the Grant Agreements in the total aggregate not-to-exceed amounts set forth below, for terms corresponding to the term of each grant, with specific allocations for each IMA to be determined at the discretion of the Commissioner of the Department.

Grant Amounts

CSE	CSI	CRC	EISEP	NYSTP	WIN/NSIP
\$1,575,319	\$20,806	\$19,611	\$2,517,305	\$54,074	\$1,301,964

UNMET NEED	NY CONNECTS
\$951,658	\$653,982

IMAs

CSE	CSI	CRC	EISEP	NYSTP	WIN/NSIP
\$253,019	\$0	\$0	\$97,352	\$54,074	\$1,022,172

UNMET NEED	NY CONNECTS
\$0	\$0

Your Committee is advised that the services to be provided under the IMAs with the State grant funds received from NYSOFA under CSE, EISEP, NYSTP, and WIN & NSIP will include: case management, congregate and home-delivered meals, nutrition education, equipment, supplies, vehicle expenses, information, assistance, and transportation. With the exception of the funding received under the NYSTP, a portion of the grant funds under these programs will be used directly by the Department for Area Agency Administration and direct services.

Your Committee is advised that no services will be provided under IMAs with the funds received under the CRC, CSI, and UNMET NEED programs. Instead, this funding will be allocated for contracts with non-municipal agencies to provide various services to seniors and for Area Agency Administration and direct services. Similarly, no services will be provided under IMAs with the funds received under the NY CONNECTS program. Instead, this funding will be allocated for Area Agency direct services, Westchester County Department of Social Services and Westchester County Office for the Disabled.

Your Committee notes that this Honorable Board passed similar legislation pursuant to Act No. 81 - 2021. However, the existing authorization will expire on March 31, 2022 and a new authorization will be needed to enter into new agreements.

Your Committee is informed that the IMAs are exempt from the Westchester County Procurement Policy pursuant to section 3(a) iii thereof which exempts contracts with “. . . any State and any political subdivision, agency or instrumentality thereof.” They are also exempt pursuant to section 3(a) xix of the Policy which exempts “any procurement for the purpose of entering into a contract with persons to provide direct services to senior citizens.”

The Planning Department has advised that based on its review, the proposed agreements with NYSOFA and the proposed IMAs do not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators

Your Committee has been advised that the passage of the attached Act requires an affirmative vote of a majority of the members of your Honorable Board.

Your Committee has been advised that adoption of the proposed Act is necessary to effectively carry out this worthwhile program. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: April 18, 2022
White Plains, New York

Tom U...
Nancy E. Barr
Genevieve Z...
Vedat Jalhi
Colin ...

Tom ...
Nancy Barr
Genevieve Z...

C:\jpg\3-28-22
COMMITTEE ON
Budget & Appropriations

Seniors & Youth

Dated: April 18, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 56 of the New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

Budget & Appropriations

Mary Jane Skumsky

Walter R. Maher

[Signature]

Catherine F. Parker

Jeff Pei

David A. Jablonski

Seniors & Youth

David A. Jablonski

FISCAL IMPACT STATEMENT

SUBJECT: CSE NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 2110488

Total Current Year Revenue \$ 1575319

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 101-24-4957

263-85-T047

Potential Related Operating Budget Expenses:

Annual Amount \$ 535169

Describe: County Match Funds

Potential Related Revenues: Annual Amount \$ 1575319

Describe: Funding received from the New York State Office for the Aging for Community Services for the Elderly.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to provide Case Management, Information & Assistance; Senior Center Recreation & Education, Health Promotion, Transportation, Food Distribution, Food Stamp Counseling and volunteer programs to seniors in Westchester County.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

DA
Reviewed By: 

Budget Director

4/1/22

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: CSI NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 36000

Total Current Year Revenue \$ 20806

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 24-101-4957

263-85-T047

Potential Related Operating Budget Expenses:

Annual Amount \$ 15194

Describe: County Match Funds

Potential Related Revenues: Annual Amount \$ 20806

Describe: Funding is received from the New York State Office for the Aging for the Congregate Services Initiatives Act

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to provide Senior Center Recreation and Education programs in congregate settings to enhance and preserve the health and wellness of Westchester's seniors.

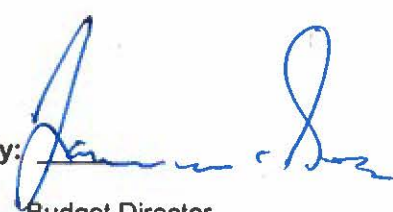
Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

RP
Reviewed By: 
Budget Director
4/1/22

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: CRC NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 19611

Total Current Year Revenue \$ 19611

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T927

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 19611

Describe: Funding is received from the New York State Office for the Aging for the Caregiver Resource Center

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to provide caregiver information, assistance, counseling, support groups and training sessions to caregivers of the elderly.

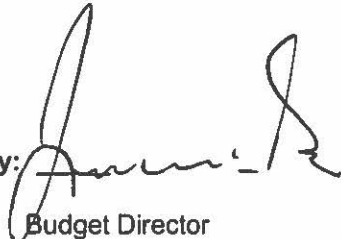
Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 
Budget Director

4/1/22

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: EISEP NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 3499543

Total Current Year Revenue \$ 2517305

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 24-101-4957

263-85-T048

Potential Related Operating Budget Expenses: Annual Amount \$ 982238

Describe: County Match Funds

Potential Related Revenues: Annual Amount \$ 2517305

Describe: Funding received from the New York State Office for the Aging for Expanded In-Home Services to the Elderly.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to provide In-Home Personal Care Services, Case Management; Personal Emergency Response Systems; In-Home Contact & Support and Adult Day Care to seniors in Westchester.


Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

4/1/22

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: NYS TRANS NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 54074

Total Current Year Revenue \$ 54074

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T813

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 54074

Describe: Funding is received from the New York State Office for the Aging for the State Transportation Program.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to provide supplemental funding to expand existing nutrition site and supportive services transportation operations throughout the county.


Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 
Budget Director
4/1/20

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: WIN/NSIP NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 1301964

Total Current Year Revenue \$ 1301964

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T928

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _

Potential Related Revenues: Annual Amount \$ 1301964

Describe: Funding is received from the New York State Office for the Aging for the Wellness in Nutrition Program

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to provide Home Delivered Meals and Nutrition Education and counseling to seniors in Westchester County.


Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

4/1/22

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: UNMET NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 951658

Total Current Year Revenue \$ 951658

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T1006

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 951658

Describe: Funding received from the New York State Office for the Aging to provide unmet need services to the Elderly.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to provide In Home Services, Case Management, Sr. Rec and Ed, and InHome Contact & Support to seniors in Westchester.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

4/1/22

If you need more space, please attach additional sheets.

FISCAL IMPACT STATEMENT

SUBJECT: NYConn NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 653982

Total Current Year Revenue \$ 653982

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T079

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 653982

Describe: Funding is received from the New York State Office for the Aging for the New York Connects Prog.

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: The Department would not be able to deliver Long-Term Care information options and linkages to services providing a continuum of health care to seniors.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

Title: Director of Program Development II

Department: Senior Programs & Svcs.

Reviewed By: 

Budget Director

4/1/22

If you need more space, please attach additional sheets.

ACT NO. ____ – 2022

AN ACT authorizing the County of Westchester to enter into grant agreements with the New York State Office for the Aging to accept grant funds from New York State under the Community Services for the Elderly Program, the Congregate Services Initiative Program, the Caregiver Resource Center Program, the Expanded In-home Services for the Elderly Program, the New York State Transportation Program, the Wellness in Nutrition Program, the Nutrition Services Incentive Program, the Unmet Need Program, and the New York Connects Expansion and Enhancement Program, and to also enter into inter-municipal agreements with local municipalities for services to be funded by some of said grants.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), be and hereby is authorized to enter into grant agreements (the “Grant Agreements”) with the New York State (“State”) Office for the Aging (“NYSOFA”) to accept grant funds made available to the County under the Community Services for the Elderly Program (“CSE”), the Congregate Services Initiative Program (“CSI”), the Caregiver Resource Center Program (“CRC”), the Expanded In-home Services for the Elderly Program (“EISEP”), the New York State Transportation Program (“NYSTP”), the Wellness in Nutrition Program (“WIN”), the Nutrition Services Incentive Program (“NSIP”), the Unmet Need Program (“UNMET NEED”), and the New York Connects Expansion and Enhancement Program (“NY CONNECTS”), in the total aggregate not-to-exceed amounts set forth below. The Grant Agreements will be for a term commencing on April 1, 2022 and continuing through March 31, 2023, except for the NSIP Grant Agreement, which will commence retroactive to October 1, 2021 and continue through September 30, 2022:

Grant Amounts

CSE	CSI	CRC	EISEP	NYSTP	WIN/NSIP
\$ 1,575,319	\$20,806	\$19,611	\$2,517,305	\$54,074	\$1,301,964
UNMET NEED		NY CONNECTS			
\$951,658		\$653,982			

§2. The County be and hereby is further authorized to enter into inter-municipal agreements (“IMAs”) with the municipal corporations listed in the attached Exhibit “A”, for services to be funded by State grant funds received from NYSOFA under the CSE, EISEP, NYSTP, WIN and NSIP Programs, in the total aggregate not-to-exceed amounts set forth below, for terms corresponding to the term of each grant.

IMAs

CSE	EISEP	NYSTP	WIN/NSIP
\$253,019	\$97,352	\$54,074	\$1,022,172

§3. The amounts allocated for each IMA shall be determined at the discretion of the Commissioner of the Department.

§4. The services to be provided under the IMAs with the State grant funds received from NYSOFA under the CSE, EISEP, NYSTP, WIN and the NSIP funds shall include: case management, congregate and home-delivered meals, nutrition education, equipment, supplies, vehicle expenses, information, assistance, and transportation. With the exception of the funding received under the NYSTP, a portion of the grant funds under these programs will be used directly by the Department for Area Agency Administration and direct services.

§5. There will be no services provided under IMAs with the funds received under the CRC, CSI and UNMET NEED programs. Instead, this funding will be allocated for contracts with non-municipal agencies to provide various services to seniors. Similarly, no services will be provided under IMAs with the funds received under the NY CONNECTS Program. Instead, this funding will be allocated for Area Agency direct services and interdepartmental agreements with other County departments.

§6. The County Executive or his authorized designee is hereby empowered to execute all instruments and take all actions reasonable and necessary to effectuate the purposes hereof.

§7. This Act shall take effect immediately.

EXHIBIT "A"

LIST OF MUNICIPALITIES AND SERVICES

GRANT: CSE	GRANT: EISEP	GRANT: NYSTP	GRANTS: WIN & NSIP
<u>SERVICES</u>	<u>SERVICES</u>	<u>SERVICES</u>	<u>SERVICES</u>
Information, Assistance, Transportation and Case management	Case management	Transportation	Home-delivered Meals
Town of Eastchester	City of Yonkers	Town of Cortlandt	Town of Cortlandt
City of Yonkers*		Town of Greenburgh	Town of Eastchester
		Town of Mamaroneck	Town of Greenburgh
		Village/Town of Mount Kisco	Town of Mamaroneck
		Town of Mount Pleasant	Village/Town of Mount Kisco
		City of Mount Vernon	Town of Mount Pleasant
		City of New Rochelle	City of Mount Vernon
		Town of Ossining	Town of New Castle
		City of Peekskill	Town of Ossining
		Village of Port Chester	City of Peekskill
		Town of Somers	Village of Port Chester
		City of White Plains	Town of Somers
		Town of Yorktown	City of Yonkers
			Town of Yorktown

Note:

- BOTH municipalities listed above under CSE will provide Transportation and Case Management Services, EXCEPT that the City of Yonkers marked with an asterisk (*) will also provide Information and Assistance

THIS AGREEMENT made this day ___ of _____, 2022

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

_____ a municipal corporation organized under the laws of the State of New York, having an office and principal place of business at _____

(hereinafter referred to as the "Municipality")

WHEREAS, the County has been awarded grants by the New York State Office for the Aging ("NYSOFA") pursuant to the Wellness In Nutrition Program ("WIN") formerly known as the Supplemental Nutrition Assistance Program ("SNAP"), and the Nutrition Services Incentive Program ("NSIP") of the Older Americans Act to provide nutrition services to improve the well-being of those elderly persons who are at high nutritional risk (referred to herein as the "Programs"); and

WHEREAS, the Municipality desires to provide Program services upon the terms and conditions hereinafter set forth, and the County desires the Municipality to provide such Program services upon such terms and conditions.

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

1. The Municipality shall provide the Programs, as more particularly described in Schedule "C" (the "Work"). All Work must be performed in accordance with the terms of the Standard Assurances in Schedule "C" and the Standard Assurances in the approved Four Year Plan and/or Annual Update to the Four Year Plan (collectively the "Plan") attached hereto and made a part hereof in the form of Schedule "F." The Municipality shall also comply with the terms and conditions set forth in Schedules "A", "D" and "E". It is

expressly understood and agreed by the parties hereto that all schedules to this Agreement applicable to the New York State Office for the Aging ("NYSOFA") and all schedules applicable to the County are subject to the approval of and modification of

2. The term of this Agreement shall commence retroactively to April 1, 2022 and expire on March 31, 2023, except that the term for the NSIP Program shall commence retroactively to October 1, 2021 and expire on September 30, 2022, unless terminated sooner pursuant to the provisions hereof.

3. The County shall reimburse the Municipality for the operation of the Program described in Paragraph 1 hereof. Payment for services provided hereunder shall be made only for home delivered meals actually delivered by the Municipality in accordance with the Program, which payment shall be reduced by the County based upon actual meals delivered by the Municipality during the term of this Agreement, at the rate set forth in Schedule "B." The foregoing obligation of the County to make payment is expressly conditioned upon the County's receipt of the Notification of Grant Award Letter from NYSOFA and upon compliance by the Municipality with all the terms and conditions contained in this Agreement. The total amount to be paid to the Municipality under this Agreement shall not exceed the sum of \$_____, in accordance with the budget in Schedule "B."

The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of the Notification of Grant Award letter from NYSOFA to operate WIN and NSIP of the Older Americans Act.

If, for any reason, the Notification of Grant Award Letter is not received by the County from NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the sole and complete 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 moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by 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 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 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.

The distribution of NSIP funds shall be 1) subject to the County's receipt of the Notification of the Grant Award Letter, as hereinabove provided; and 2) accomplished by written confirmation sent by the Department of Senior Programs and Services to the Municipality, without the need to enter into supplemental agreements.

The Municipality shall advise the participant that he or she may make a money contribution toward each meal received by participant pursuant to this Agreement. The amount of such contribution shall be suggested and posted by the Nutrition Site Council for the Municipality. The Municipality shall not however, deny a meal to a participant who does not make such contribution.

The County shall not be obligated to make any payment to the Municipality hereunder unless and until the Municipality has complied with all of the terms and conditions contained in this Agreement.

4. The Municipality shall be reimbursed by the County only for expenses actually incurred and paid by the Municipality after the County has received approval from the NYSOFA. Payment shall be made on a monthly basis, upon submission by the Municipality of claims or vouchers and such supporting documentation as the County may require, and subject to the County's receipt of the Notification of Grant Award Letter from NYSOFA as described above and subject to the approval of same by the Commissioner of the Westchester County Department of Senior Programs and Services or her duly authorized designee (hereinafter, "Commissioner").

Expenditures will be made only for authorized items of expense contained in the budget set forth in Schedule "B". If and when expenditures for other than authorized items become necessary, the Municipality will request approval for such additional expenditures from the County in writing. The County, in its sole and complete discretion, shall decide whether to grant approval for such additional expenditures. The Municipality understands and agrees that it shall be solely responsible for any over expenditure of funds and the County shall have no liability whatsoever therefore.

The County may, in its discretion, if it shall deem such payment to be required in

furtherance of the Program, pay the Municipality prior to receipt of payment or approval thereof from 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 payment made to the Municipality, or, the County, in its sole discretion, may deduct such amount from future payments due and owing the Municipality under this Agreement or other agreements the County may have with the Municipality, in the sole discretion of the County. 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 County.

5. The Municipality shall comply, at its own expense, with the provisions of all applicable Federal, State and local laws, regulations, rules, executive orders, policies, orders, notices, and related guidance, as such provisions may be amended from time to time, including, but not limited to the laws, rules and regulations detailed in Schedule "F", which is attached hereto and made a part hereof.

In addition, the Municipality shall cause to be prominently posted, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

"In compliance with 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973, as amended) and 42 U.S.C. § 2000d et. seq. (Title VI of the 1964 Civil Rights Act) and New York State Executive Law and orders, no persons will be denied service or access to service based upon race, creed, color, national origin, religion, marital status, sexual orientation, genetic predisposition, carrier status, or handicapping condition."

6. The Municipality hereby expressly agrees that neither it nor any contractor, 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.

7. (a) There shall be no partisan political activity in connection with this Agreement, including (i) candidate endorsements (ii) registration activities which are partisan in nature (iii) scheduled meetings of services recipients with public officials or candidates unless event is open on an equal basis to all candidates and officials regardless of policy views or partisan affiliation. This does not preclude the legitimate right of elected officials and other community leaders to visit programs in their areas.

(b) The Municipality shall ensure that any services to be provided under this Application shall be secular in nature and scope and in no event shall there be any sectarian or religious services, counseling, proselytizing, instruction or other sectarian, religious influence undertaken in connection with the provision of such services. The Municipality shall refrain from using funds to advance any sectarian effort.

8. Except for subcontracts specifically provided for in Schedule B, the Municipality shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein, without the prior express written approval of the County. Any attempted assignment, transfer, subcontract or other disposal of any right, duty or interest under this Agreement not in compliance with this section shall be void ab initio.

All subcontracts for which the Municipality has obtained such prior written approval shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All Work performed by an approved subcontractor shall be deemed Work performed by the Municipality.

The Municipality must attempt to provide service to low income minority older 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 such Municipality. As a material element of this Agreement, Municipality agrees to

fully comply with the provisions required by the Office for the Aging concerning equal access to services, non-discrimination and concentration of services on target populations, as more fully set forth in Schedule "C", attached hereto and made a part hereof.

9. Statistical information and supporting documentation concerning the Program conducted hereunder shall be provided to the County by the Municipality on request of the County.

Documentation of reports and expenses shall include, without limiting the right to require additional documentation: invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for governmental agencies and canceled checks for private agencies.

The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted electronically in the NYSOFA'S Client Statewide Data System (PeerPlace). . Until further notice, the Municipality is required to mail in the PeerPlace MONTHLY ELECTRONIC PAPER REPORT and or other approved reporting measure, signed by the staff member responsible for the report. The reports should 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 Paragraph "16" hereof.

The Municipality shall furnish the County with copies of all insurance certificates, food contracts, rental agreements, and transportation agreements relating to the service provided by the Municipality hereunder.

10. The Municipality agrees to procure and maintain insurance naming the

County of Westchester as additional insured, as provided and described in Schedule "A", 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 "A", the Municipality agrees:

(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 Consultant 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.

11. The Municipality agrees that any Program, public information materials, or other printed or published materials on the Work of the Program which is supported with NYS Wellness in Nutrition Program funds will give due recognition to NYSOFA and the Westchester County Department of Senior Programs and Services and as appropriate the Administration on Aging/Administration for Community Living (AoA/ACL) of the United States Department of Health and Human Services ("HHS").

12. All records compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, drawings, negatives of photographs, 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.

13. If equipment costing \$1,000.00 or more is purchased with any Federal or State funds under the Plan, and the equipment is no longer needed for activities supported by such Programs, NYSOFA /County reserve the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults. The Municipality understands, acknowledges, and agrees that it shall have no ownership interest in such equipment.

14. The Municipality shall provide adequate qualified and trained personnel for supervision and fiscal management of the Program.

15. (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 rates set forth herein. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Municipality shall direct any 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 County Attorney shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality 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 remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to

complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by Municipality of any particular duty or obligation under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

16. The failure of the County to insist, in any one or more instances, upon a strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

17. 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 sent by hand or overnight courier, or sent by facsimile (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, Rm600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

18. 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 this agreement, 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 this agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

19. The Municipality agrees, as a material element of this agreement, that no information about an elderly person, or obtained from such elderly person, shall be disclosed by the Municipality to a third party in a form that identifies such elderly person, unless the disclosure is specifically required by court order, program monitoring by authorized Federal, State or local monitoring agencies, or by actual or immediate danger to the health, safety or welfare of such elderly person.

The Municipality represents and warrants that it, its principals, and affiliates (as defined in 2 C.F.R. Part 180) are not currently debarred or suspended and the Municipality agrees to complete the "Certification Regarding Debarment and Suspension," which is attached hereto and made a part hereof of Schedule "D." The Municipality agrees that it shall immediately notify the County if it, its principals, and/or affiliates is/are debarred or suspended, or its, its principals', and/or affiliates' debarment or suspension appears likely. The Municipality further agrees to comply, and to require its subcontractors to comply, with the debarment and suspension regulations in 2C.F.R.

Part 376, as well as the applicable requirements of 2 C.F.R. Part 180.

The Municipality represents and warrants that it is not currently excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits, by virtue of being on the United States General Service Administration's the Excluded Parties List System (EPLS), available at <http://www.sam.gov> as part of the System for Awards Management (SAM). The Municipality agrees that it shall immediately notify the County if it is so-excluded, or its exclusion appears likely.

The Municipality represents and warrants that it is not currently on any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, and has not been found non-responsible by New York State or any political subdivision thereof. The Municipality agrees that it shall immediately notify the County if it is added to any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, or its addition to such lists appears likely. The Municipality agrees that it shall immediately notify the County if it is found non-responsible by New York State or any political subdivision thereof, or such a finding of non-responsibility appears likely.

The Municipality understands and acknowledges that the County is relying upon the Municipality's above-described representations and warranties.

Without limiting any of the foregoing, the Municipality certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 C.F.R. 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.

All payments made by the County to the Municipality will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

22. As a material element of this Agreement, the Municipality agrees to fully comply with the Contributions Policy in NYSOFA's Program Instruction 18-PI-17 that is attached hereto as Schedule "E" and forms a part of this Agreement. The Municipality shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Municipality shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the Program.

23. This Agreement may not be modified or amended unless done so in writing and signed by both parties herein, subject to all necessary County legal approvals.

24. This Agreement shall be governed by the laws of New York State.

25. 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 of the parties.

26. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER

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

MUNICIPALITY:

By _____
(Signature)

(Name)

(Title)

Approved by the Westchester County Board of Legislators pursuant to
Act _____-2022 adopted _____, 2022.

Approved as to form and manner of execution:

Sr. Assistant County Attorney
The County of Westchester

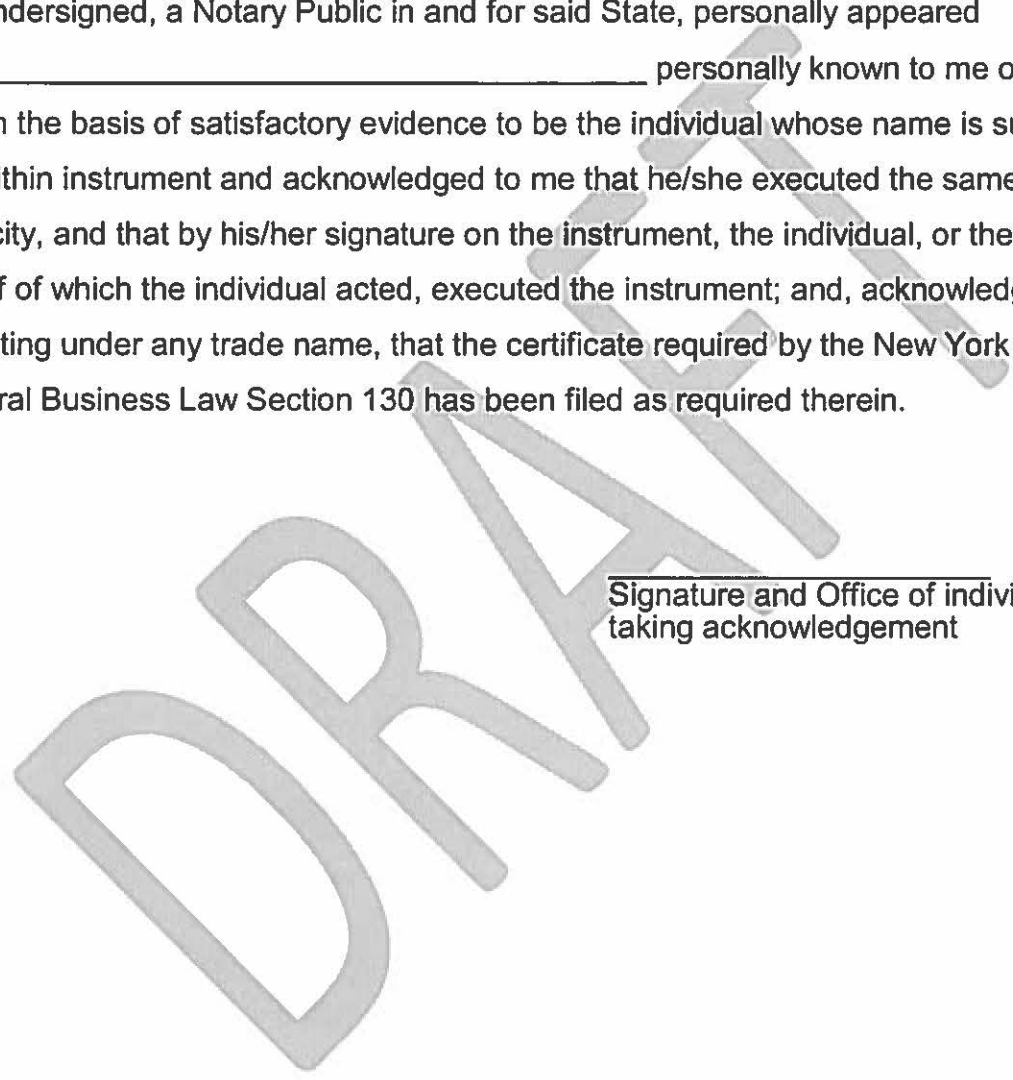
ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2022 before me,
the undersigned, a Notary Public in and for said State, personally appeared

_____ personally known to me or proved to
me on the basis of satisfactory evidence to be the individual whose name is subscribed to
the within instrument and acknowledged to me that he/she executed the same in his/her
capacity, and that by his/her signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument; and, acknowledged if
operating under any trade name, that the certificate required by the New York State
General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgement



CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, _____,
(Official other than official signing contract)

certify that I am the _____ of
(Title)

the _____
(Name of Municipality)

a Municipal Corporation duly organized and in good standing under the laws of the
State of New York that _____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipality)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf
of said Municipal Corporation by authority of its governing board, 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)

On the _____ day of _____ in the year 2022 before me, the
undersigned, a Notary Public in and for said State, _____
personally appeared, personally known to me or proved to me on the basis of
satisfactory evidence to be the officer described in and who executed the above
certificate, who being by me duly sworn did depose and say that he/she resides at
_____, and he/she is an
officer of said municipal corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto
pursuant to such authority.

Notary Public
Date:

SCHEDULE "A"

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."
- b) 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).

- c) 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.

- d) 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.

All Contracts involving the use of explosives, demolition and/or underground Work shall provide proof that XCU is covered.

- e) 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.

INSERT SCHEDULES "B" & "C"

DRAFT

SCHEDULE "D"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 376, and other applicable law, the Municipality certifies that it, its principals, and affiliates

(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 Agreement 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 Agreement 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.

Contracting Entity's Name

Authorized Signature

Name: _____

Title: _____

Date: _____

SCHEDULE "E"

NEW YORK STATE OFFICE FOR THE AGING

PROGRAM INSTRUCTION 18-PI-17

**NYSOFA CONTRIBUTIONS
AND OTHER PROGRAM INCOME POLICY**

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SCHEDULE "F"

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A

**The 2022-23 Annual Update to the 2020-24 Four Year Plan
APRIL 1, 2022 – MARCH 31, 2023**

DRAFT