

**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, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Senior Programs and Services (the “Department”), to enter into inter-municipal agreements (“IMAs”) with the municipalities listed in the attached Exhibit “A” for services to be funded with grant funds received from the New York State Office for the Aging (“NYSOFA”) under the Community Services for the Elderly program (“CSE”), the Expanded In-home Services for the Elderly Program (“EISEP”), the New York State Transportation Program (“NYSTP”) and the Wellness in Nutrition and Nutrition Services Incentive Programs (“WIN & NSIP”) (the “Programs”), in the total aggregate not-to-exceed amounts set forth below, with specific allocations for each IMA to be determined at the discretion of the Commissioner of the Department. The IMAs will commence on April 1, 2024 and continue through March 31, 2025, except for the IMAs funded under the NSIP Program which will commence retroactive to October 1, 2023 and continue through September 30, 2024.

IMAs

CSE	EISEP	NYSTP	WIN & NSIP
\$287,233	\$110,534	\$54,074	\$1,022,521

Your Committee is advised that the services to be provided under the IMAs will include: case management, home-delivered meals, information, assistance, repairs & vehicle expenses and transportation.

Your Committee notes that this Honorable Board passed similar legislation pursuant to Act No. 63-2023, as amended by Act No. 212-2023. However, the existing authorization will expire on March 31, 2024 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 (the “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 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 8, 2024, 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 is advised that adoption of the proposed Act is necessary to effectively carry out these worthwhile Programs. Accordingly, after due consideration, your Committee recommends adoption of the annexed Act.

Dated: April 22nd, 2024
White Plains, New York

James-Bill Jones
[Signature]
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[Signature]
[Signature]
[Signature]

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Colin [Signature]

[Signature]
[Signature]
Cathy Park
[Signature]

Budget & Appropriations

Veterans, Seniors, and Youth

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 \$ 287233

Total Current Year Revenue \$ 287233

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T047

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 287233

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: Without these funds, the Department would not be able to provide Case Management, Information & Assistance, and Transportation services.

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.

BJO

Reviewed By: _____

Budget Director

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 \$ 110534

Total Current Year Revenue \$ 110534

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T048

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _____

Potential Related Revenues: Annual Amount \$ 110534

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: Without these funds, the Department would not be able to provide Case Management services 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

3/20/24

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: Without these funds, 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


Reviewed By _____
Budget Director

Title: Director of Program Development II

Department: Senior Programs & Svcs.

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 \$ 1022521

Total Current Year Revenue \$ 1022521

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 263-85-T928 (WIN); 263-85-T939 (NSIP)

Potential Related Operating Budget Expenses: Annual Amount \$ 0

Describe: _

Potential Related Revenues: Annual Amount \$ 1022521

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: Without these funds, the Department would not be able to provide Home Delivered Meals and Nutrition Services Incentive Program to seniors in Westchester County.

Next Four years:

Estimated to be same as above each year.

Prepared by: Sandra Brown

 Reviewed By: 

Title: Director of Program Development II

Budget Director

Department: Senior Programs & Svcs.

3/20/24

If you need more space, please attach additional sheets.

ACT NO. 2024 - _____

AN ACT authorizing the County of Westchester to enter into inter-municipal agreements with local municipalities for services to be funded under the Community Services for the Elderly Program, the Expanded In-home Services for the Elderly Program, the New York State Transportation Program, the Wellness in Nutrition Program and the Nutrition Services Incentive Program.

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 inter-municipal agreements (“IMAs”) with the municipalities listed in the attached Exhibit “A” for services to be funded with grant funds received from the New York State Office for the Aging (“NYSOFA”) under the Community Services for the Elderly program (“CSE”), the Expanded In-home Services for the Elderly Program (“EISEP”), the New York State Transportation Program (“NYSTP”) and the Wellness in Nutrition and Nutrition Services Incentive Programs (“WIN & NSIP”) (the “Programs”), in the total aggregate not-to-exceed amounts set forth below, with specific allocations for each IMA to be determined at the discretion of the Commissioner of the Department.

CSE	EISEP	NYSTP	WIN & NSIP
\$287,233	\$110,534	\$54,074	\$1,022,521

§2. The IMAs shall commence on April 1, 2024 and continue through March 31, 2025, except for the IMAs funded under the NSIP Program which shall commence retroactive to October 1, 2023 and continue through September 30, 2024.

§3. The services to be provided under the IMAs shall include: case management, home-delivered meals, information, assistance, repairs & vehicle expenses and transportation.

§4. 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.

§5. This Act shall take effect immediately.

EXHIBIT "A"

LIST OF MUNICIPALITIES AND SERVICES

GRANT: CSE <u>SERVICES</u>	GRANT: EISEP <u>SERVICES</u>	GRANT: NYSTP <u>SERVICES</u>	GRANTS: WIN & NSIP <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 Village/Town of Mount Kisco
		Town of Mount Pleasant	Town of Mount Pleasant
		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 the ____ day of _____, 2024 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, at 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, acting by and through its Office for the Aging, having an office and principal place of business at _____ (hereinafter referred to as the "Municipality" and together with the County hereinafter referred to as the "Parties")

WITNESSETH:

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 use in the Community Services for the Elderly Act ("CSE") Program (the "Program"); and

WHEREAS, the County desires to use a portion of said grant funds to provide Information and Assistance Services to seniors; and

WHEREAS, the Municipality desires to provide Information and Assistance Services to seniors upon the terms and conditions hereinafter set forth.

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

1. The Municipality shall provide Information and Assistance Services to seniors in accordance with the terms and conditions set forth in "Schedule "C" which is attached hereto and made a part hereof (the "Services"). The Municipality agrees that it and its subcontractors that are approved by the County, if any, will perform the Services in accordance with the terms of the Standard Assurances in the approved Four Year Plan and/or Annual Update to the 2020-24 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", "B", "D", "E" and "F", which are attached hereto and made a part hereof. It is expressly understood and agreed by the Parties hereto that all schedules to this Agreement pertaining to NYSOFA and all schedules pertaining to the County are subject to the approval of and modification by each as NYSOFA and the County, as necessary.

2. The term of this Agreement shall commence retroactive to April 1, 2024 and terminate on March 31, 2025.

3. In consideration for the Services to be provided pursuant to paragraph "1," the County shall pay the Municipality an amount not-to-exceed _____ DOLLARS (\$_____.00) for actual Services provided and data entered in NYSOFA's PeerPlace System in accordance with the agreed-upon unit-costs attached hereto and made a part hereof as Schedule "B", which sum shall be subject to downward adjustment by the County based upon actual Services rendered by the Municipality during the term of the Agreement. The foregoing obligation of the County is conditioned upon compliance by the Municipality with all the terms and conditions contained in this Agreement.

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.

The Municipality is required to contribute an amount not to exceed _____
_____ DOLLARS (\$_____.00) to the Services as match.

The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from the NYSOFA to operate the Program.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the 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 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.

4. The Municipality shall be reimbursed by the County only for actual Services rendered 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 approval of the same by the Commissioner of the Department or her authorized designee (the "Commissioner").

The Municipality will be solely responsible for any over-expenditure or improper expenditure relating to the Program and the County will not be responsible for any over-expenditure or improper expenditure. Any funds not expended by or committed to be spent by the Municipality shall, at the expiration of the Agreement, be returned to the County.

The County may, in its discretion, and if it deems that payment is required in the furtherance of the Program, pay the Municipality prior to receipt of payment or approval thereof by the NYSOFA, provided that in the event the NYSOFA subsequently fails or refuses to pay the County, or if such expense is not a proper expenditure under the Program hereunder, the Municipality shall immediately

reimburse the County for such payment made to the Municipality. The County, in its discretion, may deduct such amount from future payments due and owing the Municipality hereunder.

5. In addition, the Municipality shall comply, at its own expense, with all applicable federal, state, and local laws, and with Federal and State, regulations, and Program standards and Program Instructions of NYSOFA as specified in the Plan, and any amendments thereto, applicable to the Program and the Municipality's performance hereunder,

In addition, the Municipality shall cause to be prominently posted, on the site where Services hereunder is to be provided, a statement regarding nondiscrimination, 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. No Services rendered pursuant to or in connection with this Agreement may be refused to any person because of such person's race, color, creed, marital status, country of origin, disability, sex, genetic predisposition or carrier status, sexual orientation or religion. The Municipality shall also (a) serve any senior citizen and ensure equal access for participation, Services, activities, and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation; (b) ensure that any Services to be provided under this Agreement 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; refrain from using funds to advance any sectarian effort; (c) refrain from using funds to advance any partisan candidate or effort; however, the Municipality shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation; (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office; and (e) ensure no coercion nor advice to other persons to contribute anything of value to any party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices.

7. 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.

8. The Municipality must attempt to provide Services 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 NYSOFA concerning equal access to services and targeting, as more fully set forth in the Plan.

9. 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 hereunder, the Municipality shall provide the Department with the following:

(a) Evaluation method of the Program in accordance with the requirements as specified by NYSOFA including but not limited to: audit requests for documentation or other information deemed necessary and appropriate to verify the information provided by the Municipality, 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 Services and/or to conduct interviews of staff; and

(b) The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted electronically in PeerPlace or other NYSOFA approved electronic system as required. Until further notice, the Municipality is required to mail in the PeerPlace 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 "11" hereof.

(c) Financial monthly reporting system: Monthly vouchering will fulfill requirement. Vouchers should be received by the County no later than the tenth (10th) day of the following month.

Additional documentation of reports, expenses, statistical information and supporting documentation concerning the Program 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.

10. The Municipality shall furnish the County with copies of all insurance certificates as indicated in Schedule "A".

11. (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 in Schedule "B". Upon receipt of notice that the County is terminating this Agreement in its best interests, 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 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. 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.

12. 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 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 assignment, transfer, subcontract or other disposal of any right, duty or interest 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. 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 insure 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 the County's Agreement with the Municipality. 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 the County's contract, 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. 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 County-approved subcontractor is in compliance with the material terms and conditions of the Agreement.

13. In addition to, and not in limitation of, the insurance provisions of this Agreement 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 and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' 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.

(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.

(d) the Municipality may provide proof of self-insurance in lieu of insurance policies.

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

15. The Municipality hereby agrees that no information about an elderly person, or obtained from an elderly person, shall be disclosed by the Municipality in a form that identifies such person without the informed consent of the person or his or her representatives, unless the disclosure is required by court order, program monitoring by authorized Federal, State, or local monitoring agencies, or by actual and immediate danger to the health or welfare of the individual.

16. The Municipality agrees that any public information materials or other printed or published materials on the Services of the Program which is supported with funds hereunder will give due recognition to the NYSOFA and the Department and as appropriate the Administration on Aging/Administration for Community Living (AoA/ACL) of the United States Department of Health and Human Services ("HHS").

17. The Municipality shall ensure that where the State or local public jurisdiction requires licensure or certification for the provision of social services, the Municipality and its County-approved subcontractors providing such services under the approved Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained and supervised.

18 The Municipality shall comply with the audit provisions, as applicable, in Schedule "C".

19. 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, or sent by facsimile (with acknowledgment received and a copy of the notices 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. Notices shall be effective on the date of receipt. Notices shall be sent to the following:

To the Municipality:

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

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

21. If equipment costing One Thousand Dollars (\$1,000) or more is purchased with any Federal or State funds provided under this Agreement, at the end of this Agreement, the County

reserves the right to require that the Municipality turn the equipment over to the County. The Municipality understands, acknowledges, and agrees that it shall have no ownership interest in such equipment.

22. Attached hereto and forming part hereof is the schedule listed below. Simultaneous with its execution of this Agreement, the Municipality shall provide the County with a completed copy of the schedule. The Municipality agrees that the terms of the schedule has been accepted and agreed-to by the Municipality by virtue of its execution of this Agreement, and the Municipality represents and warrants that it has completed the schedule accurately and completely.

Schedule "D" — "Vendor Direct Program - Electronic Funds Transfer."

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 as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County's Finance Department.) 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.

23. 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.

24. 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.

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

26. This Agreement shall not be enforceable until it is signed by both Parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

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

By: _____
(Name)

(Print Name)

(Title)

Approved by the Westchester County Board of Legislators pursuant to Act No. ____ – 2024,
adopted on the _____ day of _____, 2024.

Approved:

Sr. Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2024 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**

DRAFT

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

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

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 _____ of the Municipal Corporation
(Title of such person)

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 2024 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."

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.

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

- 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 Municipalities and Insurance Brokers:

(The below is required for all 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"

*For insurance certificates other than ACORD or with no check boxes please use **option b***

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE "B"

NEW YORK STATE

**COMMUNITY SERVICES FOR THE ELDERLY PROGRAMS
INFORMATION AND ASSISTANCE SERVICES**

SUBMITTED BY: CITY OF _____

PERIOD COVERED: **APRIL 1, 2024 TO MARCH 31, 2025**

**REQUIRED ACTION: **SUBMIT ONE (1) COMPLETED COPY OF THIS
SCHEDULE 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 1, ITEM NUMBER 6
AND PAGE 2, ITEM NUMBER 7 OF SCHEDULE "C".**

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2024 – 2025 CSE PROGRAM**

SCHEDULE “B”

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2024 – 2025 CSE Performance Summary Costs	2

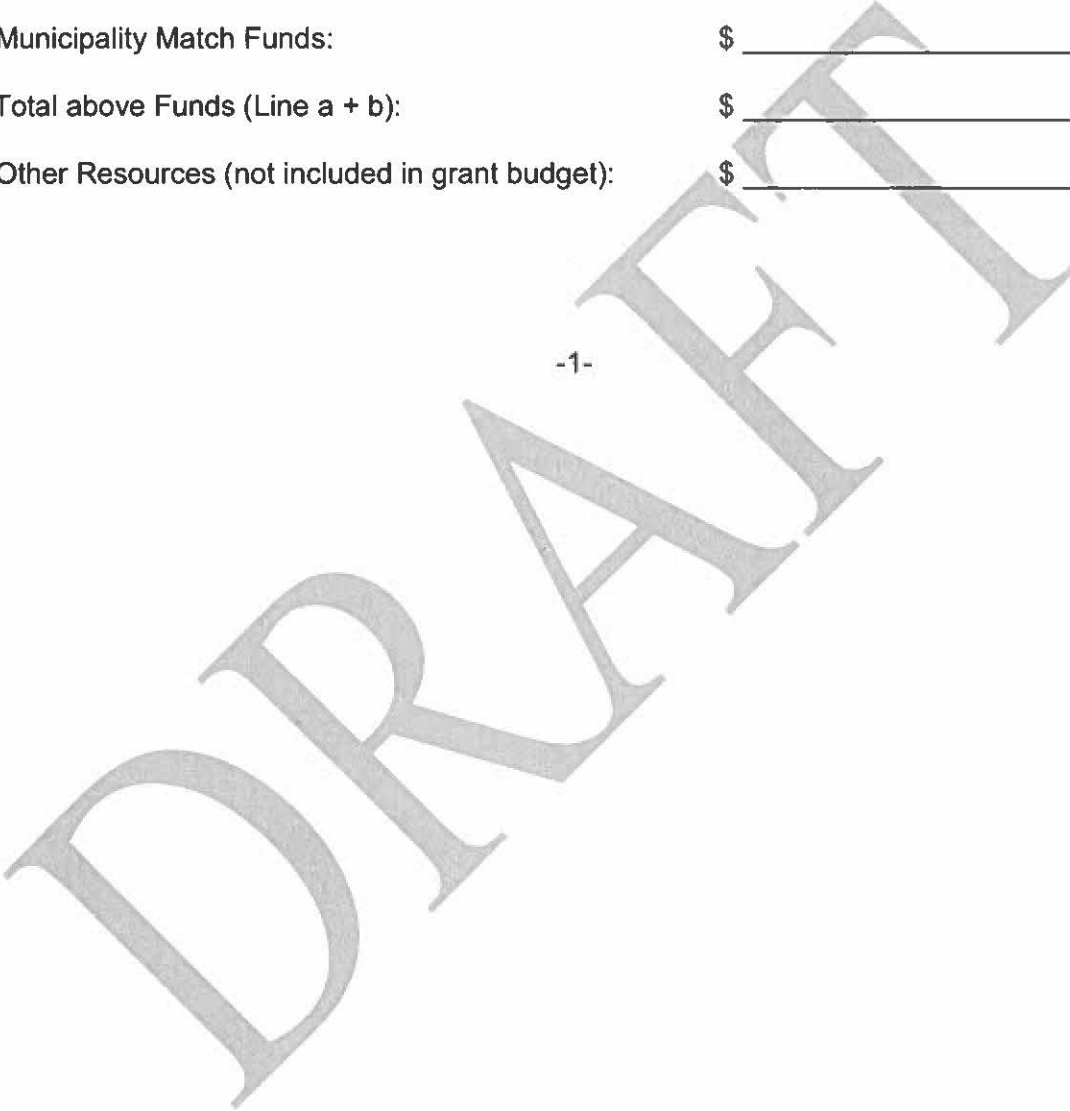
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**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2024 – 2025 CSE PROGRAM**

MUNICIPALITY:
City of Yonkers

Amount of Agreement:

- a. State Funds: \$ _____
- b. Municipality Match Funds: \$ _____
- c. Total above Funds (Line a + b): \$ _____
- d. Other Resources (not included in grant budget): \$ _____



INSERT IN SCHEDULE "B"

2024 – 2025 CSE Performance Summary Costs (Excel Doc)

DRAFT

INSERT SCHEDULE "C"

DRAFT

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.



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

| | | | |

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

TITLE

Organization

SCHEDULE "F"

NEW YORK STATE OFFICE FOR THE AGING

STANDARD ASSURANCES

ATTACHMENT A
The 2024-28 FOUR-YEAR PLAN,
April 1, 2024 - March 31, 2028

DRAFT