

**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 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: 1) amend a grant agreement with the New York State Office for the Aging ("NYSOFA") which provided the County with \$2,517,305 in funding for the Expanded In-home Services for the Elderly Program ("EISEP") for a term commencing on April 1, 2020 and continuing through March 31, 2021, by extending the term thereof through December 31, 2021; and 2) enter into inter-municipal agreements ("IMAs") with the municipalities listed in the attached Exhibit "A" (the "Municipalities"), to provide Information and Assistance services funded under the EISEP Program, in a total aggregate amount not-to-exceed \$1,208,048, comprised of \$915,131 in EISEP grant funds and \$292,917 in County matching funds, for a term commencing on April 1, 2021 and continuing through December 31, 2021.

Your Committee is advised that on July 13, 2020, your Honorable Board approved Act No. 118-2020 which, *inter alia*, authorized the County to enter into a grant agreement with the NYSOFA to accept grant funds made available to the County under the Expanded In-home Services for the Elderly Program in an amount not-to-exceed of \$2,517,305, for a term commencing on April 1, 2020 and continuing through March 31, 2021 (the EISEP Grant Agreement"). Funding received under the EISEP Grant Agreement was used to provide various services to seniors through contracts with the City of Yonkers and various non-municipal agencies.

NYSOFA recently informed the Department that it has extended the term of the 2020-2021 EISEP Program through December 31, 2021, in order to optimize utilization of the grant funds that were unexpended due to the COVID-19 pandemic. Accordingly, authority is respectfully requested to amend the EISEP Grant Agreement with NYSOFA for the limited purpose of extending the term thereof from April 1, 2021 through December 31, 2021.

Additionally, the Department has determined that it would like to use a portion of the unexpended grant funds received under the EISEP Grant Agreement to enter into IMAs with the

Municipalities to provide Information and Assistance services to support nutrition programs to seniors during the extended term. Accordingly, authority is also respectfully requested to enter into IMAs with the Municipalities listed in the attached Exhibit "A" to provide Information and Assistance services to support nutrition programs to be funded under the EISEP Grant Agreement in the total aggregate amount not-to-exceed of \$1,208,048, comprised of \$915,131 in EISEP grant funds and \$292,917 in County matching funds, in individual not-to-exceed amounts to be determined by the Commissioner of the Department, for a the term commencing on April 1, 2021 and continuing through December 31, 2021.

Your Committee is advised that the Information and Assistance services to be provided under the IMAs with the grant funds received from NYSOFA will assist seniors in remaining in their homes and community.

Your Committee notes that the EISEP Grant Agreement does not constitute a procurement of goods or services and as such is not subject to the Westchester County Procurement Policy and Procedures (the "Policy"). The IMAs are exempt from 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 the proposed amendment to the EISEP Grant Agreement and the IMAs do not meet the definition of an action under New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. As such, no environmental review is required. Please refer to the memorandum from the Department of Planning dated May 14, 2021, 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 further 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: *October 18*, 2021
White Plains, New York

COMMITTEE ON

Cjpp/8-25-2021

Benjamin Boylston
Arlene L.

Benjamin Boylston

Budget + Appropriations




Seniors, Youth + Intergenerational Services

Dated: October 18, 2021
White Plains, New York




The following members attended the meeting remotely, as per Governor Cuomo's Executive Order 202.1 and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**SENIORS, YOUTH &
INTERGENERATIONAL SERVICES**




David Q. Iuliano

BUDGET & APPROPRIATIONS

Ruth Walker
Margaret A. Cunjio
Nancy E. Pan

Catherine F. Parker

David Q. Iuliano


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 \$ 3469562

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 \$ 952257

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 Information and Assitance 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.

9/21/21
9/21/21

Reviewed By:



Budget Director

9/21/21

If you need more space, please attach additional sheets.

ACT NO. – 2021

AN ACT authorizing the County of Westchester to amend a grant agreement with the New York State Office for the Aging (“NYSOFA”) under the Expanded In-home Services for the Elderly Program (“EISEP”) by extending the term thereof through December 31, 2021; and to enter into inter-municipal agreements with the municipalities listed in the attached Exhibit “A” (the “Municipalities”) to provide Information and Assistance services to seniors to be funded with the EISEP grant.

NOW, THEREFORE, 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 amend a grant agreement with the NYSOFA, as authorized by Act No. 118-2020 (the “EISEP Grant Agreement”), which provided the County with \$2,517,305 in funding for the 2020-2021 EISEP Program for a term commencing on April 1, 2020 and continuing through March 31, 2021, by extending the term thereof from April 1, 2021 through December 31, 2021.

§2. The County, through the Department, is hereby further authorized to enter into inter-municipal agreements (“IMAs”) with the Municipalities listed in the attached Exhibit “A” to provide Information and Assistance services to support nutrition programs for seniors to be funded under the EISEP Grant Agreement, in a total aggregate amount not-to-exceed \$1,208,048, comprised of \$915,131 in EISEP grant funds and \$292,917 in County matching funds, in individual not-to-exceed amounts to be determined by the Commissioner of the Department, for a term commencing on April 1, 2021 and continuing through December 31, 2021.

§3. 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.

§4. This Act shall take effect immediately.

EXHIBIT "A"

LIST OF MUNICIPALITIES TO PROVIDE INFORMATION AND ASSISTANCE SERVICES

Town of Cortlandt
Town of Eastchester
Town of Greenburgh
Town of Mamaroneck
Village/Town of Mount Kisco
Town of Mount Pleasant
City of Mount Vernon
Town of New Castle
City of New Rochelle
Town of Ossining
City of Peekskill
Village of Port Chester
Town of Somers
City of White Plains
City of Yonkers
Town of Yorktown

THIS AGREEMENT, made the _____ day of _____, 20____
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")

W I T N E S S E T H:

WHEREAS, the County has been awarded a grant from the New York State Office for the Aging ("NYSOFA") for use in the Expanded In-Home Services for the Elderly Program of the New York State Community Services for the Elderly Act of 1979 as amended (the "Program"); and

WHEREAS, the County desires to conduct a program to provide information and assistance services to seniors residing in Westchester County under said grant (the "Program Services"); and

WHEREAS, the County desires that the Municipality conduct the Program under said grant.

NOW THEREFORE, the County and the Municipality (the "Parties") agree as follows:

1. The Municipality shall provide the Program Services as described in Schedule "C," which is attached hereto and made a part hereof (the "Work"). The Municipality shall also comply with the terms set forth in Schedule "A," which is attached hereto and forms a part hereof. The Municipality agrees that it and any of its subcontractors that are approved by the County will perform the Work in accordance with the terms of the Standard Assurances in Schedule "C" and the Standard Assurances in the approved Four Year Plan and/or the Annual Update to the Four Year Plan (collectively the "Plan") attached hereto and made a part hereof in the form of Schedule "E." It is expressly understood and agreed by the parties hereto that all schedules to this Agreement pertaining to the New York State Office for the Aging ("NYSOFA")

and all schedules pertaining to the County are subject to the approval of and modification by each, as necessary.

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

2. For the Work to be performed pursuant to Paragraph "1", the County shall pay the Municipality an amount not-to-exceed \$ _____, comprised of \$ _____ in EISEP State funds and \$ _____ in County matching funds, payable at the agreed upon unit cost amount as set forth in Schedule "B" which is attached hereto and forms a part hereof. The not-to-exceed amount is subject to downward adjustment by the County, for actual services provided during the term of the Agreement and data-entered in PeerPlace or other NYSOFA approved electronic system as required by Paragraph 11(b) after the County has received approval from NYSOFA, and the County has received any and all supporting documentation the County may require and the same has been approved by the Commissioner of the Department of Senior Programs and Services or her duly authorized designee (the "Commissioner").

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

The foregoing obligation of the County is conditioned upon compliance by the Municipality with all the terms and conditions contained in this Agreement.

Any and all requests for payment to be made, including any requests for partial payment made in proportion to the Work completed, shall be submitted by the Municipality on properly executed payment vouchers of the County and paid only after approval by the Commissioner or her duly authorized designee. All payment vouchers must be accompanied by a numbered invoice and/or the appropriate required back-up documentation approved by the County's Department of Senior Programs and Services (the "Department"). All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. 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 shall, at no additional charge, furnish all labor, services, materials, goods, equipment and any other things necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth above.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the Work to be performed hereunder.

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

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Municipality's performance under this Agreement. Such audit may include requests for documentation or other information which the Commissioner may, in her discretion, deem necessary and appropriate to verify the information provided by the Municipality as required by Paragraph "11". The County may also make site visits to the location(s) where the services to be provided under this Agreement are performed

in order to review Municipality's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

The Municipality agrees to maintain appropriate records and to retain them for at least six years after final payment is made. The Municipality agrees to provide access to all books, documents and all pertinent materials related to the contract for examination to authorized representatives of the Administration on Aging/Administration for Community Living (AoA/ACL) of the United States, Department of Health and Human Services ("HHS"), the New York State Comptroller or his representatives, staff of NYSOFA, and/or the County.

4. The term of this Agreement shall commence on or about April 1, 2021 and expire on or about December 31, 2021, unless terminated sooner pursuant to the provisions hereof.

The Municipality shall report to the County on its progress toward completing the Work, as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the availability of Federal/State funds from NYSOFA to operate the CSE Program. The County shall have no liability under this Agreement beyond the amounts available under adopted Federal/State budgets.

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.

6. The Municipality shall be reimbursed by the County only for actual services provided under this Agreement 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 or her authorized designee.

The Municipality will be solely responsible for any overage of services provided or any improper expenditure relating to the program and the County will not be responsible for any overage of services 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 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.

7. 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 are 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."

8. No service 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.

9. 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.

10. The Municipality agrees to the following:

(a) The Municipality, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the County for providing service to the above groups within the planning and service area. The Municipality agrees to concentrate the services on older adults in the targeted population identified by the County following methods the County has established for complying with the targeting requirements under the Older Americans Act of 1965, as amended (42 U.S.C. 3001 et seq) and the Equal Access and Targeting Policy issued by NYSOFA.

The Municipality agrees to fully comply with the provisions required by NYSOFA concerning equal access to services, non-discrimination and concentration of services on target populations, as more fully set forth in Schedules "C" and "E."

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

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

(d) The Municipality must provide the "Area Agency on Aging: EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM and COMMUNITY SERVICES FOR THE ELDERLY PROGRAM (CSE) CLIENT RIGHTS" to all clients and/or authorized representative receiving or applying for services under CSE or EISEP.

11. 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 patrons, where appropriate and not otherwise prohibited by law.

(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. The Department of Senior Programs and Services will notify those municipalities that are exempt from submitting their reports through PeerPlace. Until further notice, all municipalities are 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 "13" 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.

12. The Municipality shall furnish the County with copies of all insurance certificates, rental agreements and memoranda of understanding.

13. (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 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 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.

14. 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 Work 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 Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work 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 contract 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. For each and every year for which this Agreement continues, the Municipality shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Municipality or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

If the Municipality enters into subcontracts for the performance of work pursuant to this contract, the Municipality shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the County under this contract or the Four-Year Plan as approved by NYSOFA. It shall be the responsibility of the Municipality to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and federal and state law.

15. 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.

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

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

18. The Municipality agrees that any public information materials or other printed or published materials on the Work of the program which is supported with funds hereunder will give due recognition to the New York State Office for the Aging and 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"). The Municipality agrees that all materials developed in connection with the Program shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.

19. 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 approved subcontractors providing such services under the approved Area Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained and supervised.

In addition, the Municipality shall comply with the audit provisions, as applicable, also contained in Schedule "A."

20. 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 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 Municipality:

Office for the Aging
435 Riverdale Avenue
Yonkers, New York 10705

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

21. 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.

22. 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. The Municipality acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are any changes to the information contained in the authorization forms, it will notify the Westchester County Finance Department.

23. 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 "D" 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.

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 No. 81 – 2021.
adopted on May 10, 2021.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2021 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 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 _____ 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 2021 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"
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>.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

STANDARD INSURANCE PROVISIONS

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.

e)

DRAFT

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE "C"

NEW YORK STATE

**EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM
INFORMATION AND ASSISTANCE**

SUBMITTED BY: _____
(MUNICIPALITY)

PERIOD COVERED: APRIL 1, 2021 TO DECEMBER 31, 2021

REQUIRED ACTION: SUBMIT ONE (1) COMPLETED COPY OF THIS
SCHEDULE TO THE WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

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

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR

SCHEDULE "C"

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

** Only include pages for the services that are being provided.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

**STATE AID FUNDS UNDER THE NEW YORK STATE
EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM**

1. Municipality: _____

Address: _____

City: _____, New York, Zip Code: _____

Phone: () _____

Person Submitting Agreement: _____ Title: _____

Phone: _____ Email Address: _____

Program Director: _____ Title: _____

Phone: _____ Email Address: _____

Cell phone number: _____ Fax number: _____

2. Program Period: FROM: April 1, 2021 TO: December 31, 2021

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

4. Check One: () Program Currently Operating - Started in _____ year)

() Program to Start On: _____

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

(2) _____ (3) _____

6. Amount of Agreement:

a. EISEP State Funds: \$ _____

b. County Funds: \$ _____

c. Municipality Match Funds: \$ _____

d. Total Funds Above (Line 6a + 6b + 6c): \$ _____

e. Participant Contributions: \$ _____

f. Total Gross Amount (Line 6d + Line 6e): \$ _____

g. Other Resources (not included in grant budget): \$ _____

7. Official Authorized to Receive Payments:

Name: _____ Title: _____

Address: _____

City: _____ New York, Zip Code: _____

Phone: () _____ Email Address: _____

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2021 EISEP PROGRAM YEAR

MUNICIPALITY: _____

8. Person/s Responsible for:

Program Development and Operation:

Name: _____ Title: _____

Phone: _____ Email: _____

Preparation of Fiscal Claims and Vouchers:

Name: _____ Title: _____

Phone: _____ Email: _____

Preparation of Monthly Reports (PeerPlace):

Name: _____ Title: _____

Phone: _____ Email: _____

9. Westchester County Grant Funding for 2021:

List all Westchester County Departments (including Department of Senior Programs and Services) that Municipality has received or will receive grant money from. Include the department's name, the type of grant, and the amount for each grant.

<u>Department</u>	<u>Type of Grant</u>	<u>Amount of Grant</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check this box, if you do not receive any other grants from Westchester County.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

10. Terms and Conditions: The undersigned agrees, with respect to any funds used for Programs described in this Schedule, to comply with all applicable Federal, State and Local laws not limited to and including the following:

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

Signature of person on No. 7 or an authorized representative.
"Per" signature not acceptable.

Date

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

Date Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Dept. of Senior Programs and Services Representative

Date Approved

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

STANDARD DEFINITIONS FOR SERVICES AND UNITS OF SERVICE

ASSISTANCE:

Definition: Assistance to consumers in obtaining access to the Aging services and resources available within their community. An individual is provided with information on a one-to-one basis about available services and opportunities in the community, assisted in defining problems/needs and capacities, receives direction or guidance relative to those identified issues and is linked to services and opportunities to meet the problems/needs. When appropriate, case assistance may also involve worker intervention, negotiation and advocacy with providers on the client's behalf to ensure the delivery of needed services and benefits. Also included in this is follow-up, to the extent possible, that the consumer receives the service.

Referral is a two-step process involving the initiation of a linkage between a client and a service provider, and follow-up contact(s) to determine whether the service has been or is being provided.

Unit: One contact

INFORMATION:

Definition: The provision of information on services, benefits, entitlements and other areas of concern to consumers or their representatives which enables them to locate and obtain needed resources on their own.

Unit: One contact

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

STANDARD ASSURANCES

INFORMATION AND ASSISTANCE:

Standard: In performing the services, the Municipality should familiarize themselves with New York State Office for the Aging Program Instruction No. 14-PI-02. The Municipality will be required to:

1. Have a system for targeting older individuals with the greatest economic or social need, isolated homebound elderly, and those with limited English proficiency.
2. Have written guidelines for determining whether the Municipality can help each prospective client.
3. Have a system for handling a client who cannot be helped by the selected Municipality but needs other services.
4. Have a system for determining whether to accept a prospective client, which involves a decision made by more than one employee.
5. Keep accurate records of why clients are rejected.
6. Have trained social workers among the Municipality's supervisory staff.
7. Regularly and properly monitor its caseloads.
8. Measure client satisfaction annually.
9. Provide a procedure for handling formal grievances of clients and rejected prospective clients.
10. Use standardized forms or reporting and data collection.
11. Have a system in place for referral to other agencies or programs in circumstances where the Municipality cannot handle the emergency needs of a client.
12. Report to the County statistical information and submit to the County supporting documentation concerning the services provided, upon request and/or at regular intervals, based on directions from the County. Such documentation will include, but not be limited to, invoices for all purchases; payroll time records; documentation concerning the Municipality's match, if applicable; municipal payment vouchers, if the Municipality is a governmental agency, or canceled checks, if the Municipality is a private agency as required. The Municipality will be required to provide whatever information and documentation is required, in whatever form required, in order for the County and the Municipality to comply with any and all applicable federal, state, or local reporting, auditing, or related requirements. Without limiting foregoing, the Municipality will be required to submit monthly reports on service delivery information

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

STANDARD ASSURANCES

INFORMATION AND ASSISTANCE (Continued):

- and client demographic data through the County Department of Senior Programs and Services' web-based system, which meets the National Aging Program Information System (NAPIS) requirement. Municipality will be notified if it is exempt from submitting reports electronically.) Reports for the prior month will be required to be completed and 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.
13. Maintain accurate, up-to-date information on resources available to the elderly including: name, address, telephone numbers of resource providers; services available; eligibility requirements; application procedures; cost of services; and geographic area served.
 14. Maintain (and has available for periodic review) data on seniors who use the Information & Assistance Services provided by the selected Municipality. That data includes the following, where applicable:
 - a.) name and telephone number of caller
 - b.) name of person(s) needing assistance, address and/or directions, telephone number
 - c.) purpose of call
 - d.) determination of need
 - e.) disposition of request
 - f.) follow-up time frame
 15. Attempt to provide services to low-income minority individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the provider.
 16. Ensure that staff and volunteers participate in training in the purpose, goals and procedures for provision of the Information & Assistance Services being provided.
 17. Ensure that records and information about or obtained from the elderly is treated as confidential and, accordingly, respect rights of privacy and store such records and information in a locked file.
 18. Maintain a comprehensive selection of printed materials explaining services and benefits available to the elderly that are related to the Information & Assistance Services being provided.
 19. The Municipality shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by limited English proficiency persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Municipality shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

TARGETING AND EQUAL ACCESS PLAN

List the names of Services provided with this contract:

The Municipality agrees to specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by DSPS, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

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

- Low-income minority individuals:

- Older adults with limited English proficiency:

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

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

RECIPIENT CHARACTERISTIC DEFINITIONS

1. **DISABLED**: "Any person who has a physical or mental impairment, which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. This includes alcoholism and drug addiction."
2. **LOW INCOME**: "Any person whose income is at 150% of current poverty income guideline."
3. **POVERTY INCOME GUIDELINES**: Listed below are the 2021 Poverty Income Guidelines for your information.

<u>SIZE OF FAMILY</u>	<u>POVERTY INCOME GUIDELINES</u>	
	<u>100 %</u>	<u>150 %</u>
1	\$ 12,880	\$ 19,320
2	17,420	26,130
3	21,960	32,940
4	26,500	39,750

(Source: Update of the HHS Poverty Guidelines --NY State Department of Health and Human Services, Federal Register/ Vol. 86, No.19/Friday, February 1, 2021)

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

PLAN FOR ACCESS SERVICES

SERVICE NAME/DEFINITION:

Assistance: Assistance to consumers in obtaining access to the Aging services and resources available within their community. An individual is provided with information on a one-to-one basis about available services and opportunities in the community, assisted in defining problems/needs and capacities, receives direction or guidance relative to those identified issues and is linked to services and opportunities to meet the problems/needs. When appropriate, case assistance may also involve worker intervention, negotiation and advocacy with providers on the client's behalf to ensure the delivery of needed services and benefits. Also included in this is follow-up, to the extent possible, that the consumer receives the service. Referral is a two-step process involving the initiation of a linkage between a client and a service provider, and follow-up contact(s) to determine whether the service has been or is being provided.

Unit of Service: One contact

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

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

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

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

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2021 EISEP PROGRAM YEAR

MUNICIPALITY: _____

PLAN FOR ACCESS SERVICES

SERVICE NAME: Assistance

2. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 4.

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

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

2021 TIMETABLE

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

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2021 EISEP PROGRAM YEAR

MUNICIPALITY: _____

PLAN FOR ACCESS SERVICES

SERVICE NAME/DEFINITION:

Information: The provision of information on services, benefits, entitlements and other areas of concern to consumers or their representatives which enables them to locate and obtain needed resources on their own.

Unit of Service: One contact

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

Is this service accessible to the Mobility Disabled? Yes No

Is this service accessible to the Visually Impaired? Yes No

Is this service accessible to the Hearing Impaired? Yes No

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2021 EISEP PROGRAM YEAR

MUNICIPALITY: _____

PLAN FOR ACCESS SERVICES

SERVICE NAME: Information

3. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 4.

4. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Municipality’s previous programmatic and/or fiscal year’s performance is less than 90% or
 - the Municipality has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2021 TIMETABLE

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

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

JOB DESCRIPTIONS

Job Descriptions of positions to be funded by the New York State Expanded In-Home Services for the Elderly Program must be submitted with this Schedule.

MUNICIPALITY NAME: _____

ADDRESS: _____

JOB TITLE: _____

CONTRACT PERIOD: FROM: April 1, 2021 TO: December 31, 2021

BASIC FUNCTIONS TO BE PERFORMED BY EMPLOYEE:

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

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

IF POSITION IS ALREADY FILLED, NAME OF EMPLOYEE: _____

NAME OF IMMEDIATE SUPERVISOR: _____

POSITION WITH MUNICIPALITY: _____

ADDITIONAL AGREEMENT PROVISIONS

Reporting Requirements:

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

1. Programmatic monthly statistical client and fiscal reports.
2. Monthly fiscal vouchering.

Licensure Requirements:

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

Language Assistance:

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

[NO FURTHER TEXT ON THIS PAGE]

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR

Independent Consultant Criteria

Summary of Federal Taxable Payroll Section 861

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

Example: Construction Contractor as an Employer

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

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

The following are some factors to be considered:

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

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR

Independent Consultant Criteria (Cont'd)

Summary of Federal Taxable Payroll Section 861

Control and therefore, employee status is indicated if:

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

[NO FURTHER TEXT ON THIS PAGE]

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

REPORTING REQUIREMENTS

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

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

VOUCHERING SYSTEM FOR LINE-ITEM CONTRACTS

1. On a monthly basis Municipality should submit its payment voucher and back-up documentation for budgeted expenses. For personnel expenses, provide payroll check numbers (if applicable), pay dates and time frame. For all other expenses, submit copies of invoices, check numbers and dates paid. When contributions have been received, copies of the deposit slips need to be included with the monthly payment voucher.

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WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2021 EISEP PROGRAM YEAR

MUNICIPALITY: _____

PLAN FOR AUDIT

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

1. When was the most recent audit conducted? _____

2. What time period was covered in the audit? _____

3. Who conducted the audit? Name & Title? _____

Name of Firm? _____

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

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

For those municipalities who will have an organization-wide audit conducted during the current year, describe below the plan for selection of an auditor, the period to be covered and the scope of the audit. For those municipalities who will not have an audit conducted during the current year, briefly describe below your future audit plans.

ADVOCACY AND RELATED ACTIVITIES

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

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

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

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2021 EISEP PROGRAM YEAR

MUNICIPALITY: _____

EXECUTIVE ORDER 11246

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

Municipality

Signature of Person Signing Agreement

Date

Title

Name of Staff Person Designated to be the
Affirmative Action Officer

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**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

EXECUTIVE ORDER 11246 Cont'd

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

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

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

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

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

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

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

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2021 EISEP PROGRAM YEAR**

EXECUTIVE ORDER 11246 Cont'd

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

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MUNICIPALITY STAFFING INFORMATION

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

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

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

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

Municipality Volunteers Assigned to Projects in this Schedule:

- a. Aged 60+ _____
- b. Minority _____

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

STANDARD ASSURANCES

ATTACHMENT A

**The 2021-22 ANNUAL UPDATE to the 2020-24 FOUR YEAR PLAN
APRIL 1, 2021 – MARCH 31, 2022**

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