

## **AGREEMENT**

**THIS AGREEMENT**, by and between **THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 by and through its **Department of Family and Community Service's OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "**COUNTY**." All parties to the Agreement shall be known collectively as the "**PARTIES**."

### **WITNESSETH:**

**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administration on Aging (AOA)-Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/ Senior Health Insurance Program (SHIP), and County of Oneida funds; and

**WHEREAS**, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and agreements funded through the **COUNTY**; and

**WHEREAS**, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

**WHEREAS**, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **TERM OF THE AGREEMENT**

A. The term and conditions of this Agreement shall **commence October 1, 2024** and **terminate September 30, 2029**.

2. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall provide N Y Connects Outreach, Education, Promotional Activities, and Materials.

B. The **CONTRACTOR** shall assist the **COUNTY's** NY Connects Coordinator by purchasing Advertising and Promotional Materials (i.e., flyers and printed material).

C. The **COUNTY** shall assist the **CONTRACTOR** to establish an inventory of NY Connects promotional items and educational materials. All items purchased through this Agreement will be pre-approved by the **COUNTY** and made readily available for use at outreach activities performed by the **COUNTY** and contractor staff.

D. The **CONTRACTOR** shall make a good faith effort to serve low-income minority older individuals in their service area at the same proportion that is in the general population of their service area.

E. The **CONTRACTOR** agrees that the service area will be generally designated as the County of Oneida, and the **COUNTY** shall alter service assignments based on need.

F. The **CONTRACTOR** agrees to prioritize individuals to be served as follows: homebound, low income, minority, disabled (physically and mentally), at-risk (age 75 and older), isolated and living alone.

G. The **CONTRACTOR** shall provide through sub-contract, staff training and the development of skills to better assist elderly and disabled consumers served by the **COUNTY**.

H. The **CONTRACTOR** will provide staff trainings as follows:

- 1) Documentation, COMPASS, Interviewing Techniques and Styles, Case Notes;
- 2) Telephone Procedures/Etiquette, Dealing with Difficult People (in person and on the phone);
- 3) Work Ethics, Professional Communication, Workplace Etiquette;
- 4) Case Manager Scope of Practice;
- 5) Social Adult Day Care Policies and Procedures;

- I. The **CONTRACTOR** agrees to conduct additional trainings as needed.
- J. The **COUNTY** shall identify a designee that shall monitor and evaluate services provided by the **CONTRACTOR** pursuant to this Agreement.

3. **PERFORMANCE OF SERVICES**

- A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The **CONTRACTOR** shall use its best efforts to perform the services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the consumer or consumer's caregiver in order to determine the location, method, details, and means of performing the services, except where Federal, State or local laws and regulations impose specific requirements on performance of the same.
- B. The **CONTRACTOR** may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable Federal, State or local laws and regulations.
- C. The **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

4. **REIMBURSEMENT FOR SERVICES**

- A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement, EISEP, the Older Americans Act, the **Caregiver Respite Policies and Procedures** which is shown in **Appendix AA** attached.
- B. The **COUNTY** shall reimburse the **CONTRACTOR** **\$6,910.00 annually for five years** with total payments not to exceed thirty-four thousand five hundred fifty dollars (**\$34,550.00**).
- C. The **COUNTY** funds are contingent upon availability of Federal, State, and County of Oneida funding. The **COUNTY** shall reimburse the **CONTRACTOR** an annual maximum of Six

Thousand Nine Hundred ten dollars (**\$6,910.00**) of which **\$6,219.00** shall be for direct services and **\$691.00** for program administration. Reimbursement shall be payable in twelve (12) monthly installments as detailed in the Oneida County Office for the Aging Voucher Instructions For Units of Services Contracts, attached hereto as **APPENDIX C**.

D. The **COUNTY** shall not be liable for any late fees or any interest on late payments.

E. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State, Federal and **COUNTY** funds for the purpose set forth in this Agreement. Should funds become unavailable or should appropriate New York State, Federal, and/or **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

F. The **COUNTY** reserves the right to withhold payment under this Agreement due to the **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective services;
2. third party claims;
3. failure of the **CONTRACTOR** to pay its subcontractors, if any;
4. damage to the **COUNTY**; or
5. failure to carry out the services in accordance with this Agreement.

G. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

## **5. TRAINING**

The **CONTRACTOR** and its Assistants shall not be required to attend or undergo any training by the **COUNTY**. The **CONTRACTOR** shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR** and its Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The **CONTRACTOR** and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that the **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

C. The **CONTRACTOR** and its Assistants shall not be eligible for compensation from the **COUNTY** due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither the **CONTRACTOR**, nor its Assistants shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employments requirements with respect to **CONTRACTOR'S** form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** or its Assistants' Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The **CONTRACTOR** shall comply with Federal and State laws as supplemented in the Department of Labor regulations and any other regulations of Federal and State entities relating to such employment and Civil Rights requirements.

## **7. SUBCONTRACTS**

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

## **8. NON ASSIGNMENT CLAUSE**

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

## **9. STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, the AOA, the NYSOFA, and the **COUNTY**, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** shall forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

**10. NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law



B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, shall 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 (LEP), 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 services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

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

D. To the extent that this Agreement with the **COUNTY** is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such work in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR**.

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

adults with LEP, and older adults residing in rural areas within the planning and service area.

**11. GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached as **APPENDIX B**.

**12. FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep program funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions For Units of Services Contracts, refer to **APPENDIX C**.

C. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations) given to the supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

D. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.

E. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

F. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

- G. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.
- H. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement is terminated.
- I. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75.381

13. **INDEMNIFICATION**

- A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.
- B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.
- C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers, independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent

contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. Prior to the start of any work, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the Contractor to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Business Automobile Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. "**Oneida County**" must be named as the certificate holder and as additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The **CONTRACTOR** shall have “**Oneida County**” added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

F. Business Automobile Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a Business Auto Liability Insurance policy in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** shall have “**Oneida County**” added to said insurance policies as a named additional insured, on a primary and non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have “Oneida County” added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

Excess/Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

H. Workers' Compensation and Employer's Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

I. The **CONTRACTOR** shall require any subcontractor(s) to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirements paragraphs.

J. Payment(s) to the **CONTRACTOR** may be suspended in the event that the **CONTRACTOR** and its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

K. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

## 15. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/ III-E funded programs, comply with the Definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate consumer records on each consumer who receives services through this program; the **COUNTY** shall have access to the consumer records upon request; the **COUNTY** shall have ownership of all consumer's records and files.

D. The **CONTRACTOR** shall comply with policies ensuring consumer confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to a consumer's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

**16. COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services under this Agreement, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

**17. AGREEMENT TERMINATION**

A. The Agreement may be terminated by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement at any time upon written notice by the **COUNTY**. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **COUNTY** reserves the right to cancel the Agreement upon thirty (30) day written notice to the **CONTRACTOR** without cause.

C. The **CONTRACTOR** agrees that in the event of termination, it shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY** and shall be returned forthwith.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to consumers shall not be detrimental to the consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the consumers' behalf.

**18. ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all **PARTIES**.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

**19. INCORPORATION BY REFERENCE**

All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

**20. STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof.

**21. CHOICE OF LAW/FORUM**

A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**22. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

**23. NON WAIVER**

No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.



**24. SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

**25. AUTHORITY TO ACT/SIGN**

The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

**26. ADVICE OF COUNSEL**

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**IN WITNESS THEREOF**, the **PARTIES** have here unto set their hand on the date respectively stated.

**THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**

\_\_\_\_\_  
Sandra Soroka, Executive Director

\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

\_\_\_\_\_  
Anthony J. Picente Jr., County Executive

\_\_\_\_\_  
Date

**Approved:**

By: \_\_\_\_\_  
Amanda L. Cortese-Kolasz, County Attorney

\_\_\_\_\_  
Date

## **APPENDIX AA**

### **Caregiver Respite Policies and Procedures**

**Title:** The Caregiver Support Program Coordination of Respite Services

**Purpose:** To identify caregivers and care receivers who are appropriate to be funded under the Caregiver Support Program for Respite Services.

The Caregiver Support Program is a program of the Oneida County Office for the Aging. The Oneida County Office for the Aging subcontracts the service to provide:

- Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities through Institutional Respite Services.

To be eligible for Respite Services, there must be:

1. Caregiver as defined below.
2. Care receiver as defined below.
3. A respite need that will help sustain the caregivers efforts to care for an older relative who has a chronic illness or disability and will promote the ability of these individuals to remain in their homes and local communities instead of being placed in residential facilities. The respite need can be categorized as either or both of the following:
  - A. An imminent or emergency respite need that enables caregivers to be temporarily relieved from their caregiving responsibilities so that the caregiver can resume caregiving responsibilities once the short term need has been satisfied; **AND/OR**
  - B. A respite need for a caregiver that is attempting to develop a long term plan of care for the care receiver to remain in the community and requires temporary, short term assistance from the Respite Services to accomplish this.

**Caregiver** is defined as “family caregiver means an adult family member, or another individual who is an informal provider of in-home and community care to an older (age 60 and older) individual.” <sup>1</sup>

**Care receiver**, for purposes of Respite Services, is defined as an individual that is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision, or due to a cognitive or other mental impairment which requires substantial supervision.

**Respite** is defined as the ability to provide a brief period of relief or rest by providing activities and or services for the care receiver on an intermittent, occasional, or emergency basis such as: temporary, substitute supports, or short-term living arrangements may be in the form of in-home respite, adult care respite, respite guest hours, or institutional respite.

---

<sup>1</sup> US Administration on Aging, Title III Part E National Family Caregiver Support Program (from the 2000 Amendments to the Older Americans Act)

~~~~~

Oneida County, through its Office for the Aging, hereinafter known as the “**COUNTY**,” The North Utica Senior Citizens Recreation Center, Inc., hereinafter known as the “**CONTRACTOR**,” and Participating Nursing Home Facilities will coordinate Respite Services pursuant to the following procedure:

- The **COUNTY** shall receive from the Contractor requests for Respite Services including dates of stay.
- The **COUNTY** shall complete a home assessment by the **COUNTY’S** case manager and/or the Caregiver Support Program Coordinator.
- The **COUNTY** shall complete appropriate paperwork to determine need and eligibility including the Caregiver Assessment Form, release of information for care receiver, release of information for caregiver, Compass Assessment Form for care receiver, and Medication List for care receiver.
- The Caregiver Support Program Coordinator shall contact the designated contact person at a Participating Nursing Home Facility based on client geographic location, need, and request.
- The Caregiver Support Program Coordinator shall provide the chosen Participating Nursing Home Facility with the care receiver’s name, social security number, date of birth, address, and phone number.
- The Caregiver Support Program Coordinator shall fax the following paperwork to the designated contact person at the Participating Nursing Home Facility: COMPASS, releases of information, and medication list.
- The Caregiver Support Program Coordinator shall contact the caregiver and/or the care receiver to verify the approved Respite Services and inform them of the following steps in the procedure.
- The Participating Nursing Home Facility shall contact caregiver and care receiver to schedule the Participating Nursing Home Facility’s own assessment.
- The Participating Nursing Home Facility shall obtain doctor’s orders for the Respite Services, if the Facility is having difficulty, the Facility can request the Caregiver Support Program Coordinator facilitate obtaining the doctor’s orders by utilizing the Caregiver Support Request Form.
- The Participating Nursing Home Facility shall obtain and complete any other paperwork related to Respite Services as it pertains to any related regulations or individual Facility policies.
- The Participating Nursing Home Facility shall provide Respite Services for the prior approved time at the current Medicaid rate.
- The Participating Nursing Home Facility shall submit a **COUNTY** Voucher to the **COUNTY**.
- The Caregiver Support Program shall confirm that the Respite Services were rendered by contacting the caregiver and/or care receiver.
- The Caregiver Support Program shall authorize the **CONTRACTOR** to submit payment to the Participating Nursing Home Facility.

## **APPENDIX A**

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal opportunity Provisions of the Workforce investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)

- 23) Office of Management and Budget (OMB):
  - a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
  - b. OMB Circular A-95 (Clearinghouse Review)
  - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
  - d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
  - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
  - f. OMB Circular A-128 (Audits of State and Local Governments)
  - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
- 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
- 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
- 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
- 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
- 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
- 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
- 31) Legal Assistance Standards (94-PI-52 [12/29/94])
- 32) Weatherization Referral and Packaging Program (WRAP) Handbook
- 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
- 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)

- 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
- 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

## **APPENDIX B**

### **ONEIDA COUNTY OFFICE FOR THE AGING Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### **Denial of Service or Client's Dissatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, and reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:



- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

### **Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

### **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

**APPENDIX C**  
Oneida County Office for the Aging  
**Voucher Instructions For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

- 1. Department:** Office for the Aging and Continuing Care
- 2. Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
- 3. Date:** List month this claim covers.
- 4. Vendor's Invoice Number:** leave blank
- 5. Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
- 6. Claimant's Certification:**

Fill out completely, note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
- 7. Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts.  
Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
- 8. Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.
- 9. Changes To The Budget** (including personnel):
  - ✓ Submit a Budget Revision and a justification for the change.
- 10. Technical Assistance:**
  - ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Keith Heitzman, kheitzman@oneidacountyny.gov  
Jennifer Cuda, jcuda@oneidacountyny.gov