



TOWN OF WEST SENECA

SHAWN P. MARTIN
TOWN ATTORNEY
shawn.martin@twсны.org

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
JOHN M. RUSINSKI

TO: Honorable Town Board Members
FROM: Shawn P. Martin
DATE: February 8, 2012
RE: Erie County Van Contract

Kindly authorize the Supervisor to execute the attached Van Contract with Erie County for 2012.

FEB 13 2012
5.



County of Erie

CHRIS COLLINS
COUNTY EXECUTIVE

DEPARTMENT OF SENIOR SERVICES
Serving Erie County's Older Adults for 40 Years

BRENDA W. WARD
COMMISSIONER

(716) 858-8526
FAX: (716) 858-6048

October 27, 2011

Supervisor Wallace C. Piotrowski
West Seneca Town Hall
1250 Union Road
West Seneca, New York 14224

Dear Supervisor Piotrowski:

Enclosed is a copy of your 2012 Van contract for the period January 1, 2012 to December 31, 2012. Please send us two copies of the completed application form and three copies of the signature page all with original signatures. (Note: blue ink is preferred.) Please note that Schedule A, Part II requires you to provide specific information about your agency. Failure to complete this Schedule may result in contract execution and/or delays. Your contract monitor will initiate the contract review process in the order in which complete contract materials are received. To ensure a timely review of program and budget documents, it is imperative that each agency be prepared to respond promptly to all requests for additional information, clarification or, modifications. Failure to respond in a timely manner will contribute to delays in contract execution.

Please submit all completed contracts to your contract monitor, Marshall Wood in paper form - electronic versions are not acceptable. In order to process the contract in a timely fashion, we will need to have your submission within **two weeks**. If this is not possible, please contact your contract monitor to advise when to anticipate the return of the completed contract.

If your insurance certificates expire during the contract year, it is your responsibility to forward new certificates to conform to the requirements of the contract. Failure to do so could result in contract termination.

If you have any questions about the contract, please do not hesitate to contact your contract monitor, Marshall Wood at 858-7258; Marshall.Wood@erie.gov. We look forward to continue to work with you to serve the elderly of Erie County during 2012.

Sincerely,

Marshall Wood
Project Administrator

SCHEDULE A
STATEMENT OF SERVICES
Transportation and Escort Services

**To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule as if the Agency were the Applicant/
Applicant Agency:**

Part I - Services, Terms and Conditions

1. Services Provided:

- A. Curb to curb transportation and escort service for persons sixty (60) and over residing in the designated service area of the Agency. Vehicle(s) will also assist in enroute pickup and drop off to achieve service efficiencies throughout the transportation network.
- B. The purpose of this program is to provide service to individuals living independently in the service area. Independent living shall be defined to include private homes, apartments, senior apartments and patio homes. For purpose of this program, nursing homes or assisted living shall not meet the definition of independent living. Focus must be on the elderly at high risk for institutionalization. A high risk individual is defined as one, who because of low income, functional difficulties, or social isolation is unable to utilize alternative modes of transportation.
- C. Provide the total cost of operating the van(s), including driver's salary, operating and maintenance costs.
- D. Provide service in accordance with the following priorities: vital services (health, income maintenance, and nutrition), social services, shopping activities, personal business and volunteer services.

Transportation Services will be provided to:

- **Individuals 60 years of age and over,**
- **Who have no other means of transportation and**
- **Who are not eligible for Medicaid transportation.**

For new participants in the program, completed registration forms must be sent to the Transportation Unit of Erie County Department of Senior Services.

The Agency will provide a registered, insured, New York State inspected, and properly maintained vehicle for transportation services. A schedule of the vehicle's availability (days of the week and times) will be provided by the Agency which shall provide for at least a minimum of one (1) hour per week for each \$1,000 budgeted for transportation services. **Changes in the availability will not be accepted less than 17 business days in advance. The Agency will provide for a back-up driver to maintain scheduled services.** County Dispatch will take reservations directly from the participants, create weekly schedules and send them to the Agency. Transportation Services will be provided based on the weekly schedules received from the County Dispatch.

2. **Contract Property.**

A. It will be the responsibility of the Agency to maintain each vehicle in a closed structure or secure, fenced area when not in use. This structure or area must meet the requirements of the Department of Senior Services. The Agency shall reimburse the County for all loss or damage due to any cause other than normal wear and tear, and such reimbursement shall include damages for loss due to the following causes as well; fire, theft or mysterious disappearance.

B. All requirements of the Agreement and attached Schedules shall apply to any "spare vehicle" which may come into possession and/or use of the Agency, including, but not limited to: insurance, defense and indemnification, maintenance and housing of the spare vehicle while in possession of the Agency.

C. Agency shall be responsible for return of the "spare vehicle" to the providing Agency or County in the same condition as when received, including fuel level.

3. **Contribution Income.**

The Agency shall use its best effort to maximize applicable income. The Agency shall establish and maintain a contribution schedule subject to the approval of the Department, as required by the New York State Office for the Aging. The Agency shall cooperate with the Department in efforts to receive funds from those programs where appropriate. The Agency, consistent with the provisions of this Agreement relating to contract clients, and with a view toward increasing the funds available for contract services, shall use its best effort to maximize applicable income. Participants must be informed of and provided with the opportunity to voluntarily contribute to the cost of services. The suggested contribution is \$2.00 one way or \$4.00 round trip, \$5.00 for wheelchair van per one way trip. Participants may determine for themselves the contribution they are able to make. Under no circumstances will any individual be refused service because of inability to contribute. All other income earned by the Agency with respect to contract funds or as a result of conduct of contract services must be included in the calculation of the amount of Agency income.

In order to insure confidentiality of contributions, plain envelopes will be distributed to passengers as they get on the van. The envelopes are then deposited by the passengers into a locked box as they leave the van. The subcontracting agency will assume responsibility for collecting the contributions and depositing them in a separate income account. Amounts received from the participants must be utilized solely for the operation of this service. Contributions received and the manner in which these contributions are expended, must be reported to the County on a monthly basis. A sign which explains the contributory nature of the program, which has been approved by the County, should be prominently displayed in the van.

All Agency service personnel, both paid and volunteer, who handle contributions, must be bonded, with the exception of government employees and attorneys providing legal services. Agencies can obtain a "blanket bond" for all employees.

4. **Program Reports.**

A. Program Reporting: On or before the tenth (10) day of the month, the Agency is to submit a monthly report of the previous month's activities. The monthly program report is to be submitted on forms provided by the Department of Senior Services, unless written permission has been granted to report the activities on a different form.

- B. Fiscal Reporting: The Agency agrees to submit a monthly financial report to the County on or before the tenth (10) day of the month after the end of each monthly period of the program year, on forms provided by the Department.

Part II - Representations and Application

5. Agency Information:

- A. Place of Performance: The Applicant Agency may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments, if needed):

All Going Places Vans leave from the W.S. Senior Center located at 4620 Seneca Street, WS NY 14224 to pick up any senior who qualifies and that lives in WS and take them anywhere in Erie County and return if requested.

(Street address, City, County, State, ZIP Code)

Address(es) of vehicle(s) if different from above.

(Street address, City, County, State, ZIP Code)

- B. Does the Applicant have the authority to conduct the programs and services described in this application?

Yes x No

What is the basis of such authority, ex.: proper license, board approval, etc.?

6. Description of Service Activities.

Describe the activities for which vehicle(s) is(are) requested. Identify each service activity on a separate page and the plan of action for the delivery of each service. Be sure to include any criteria that will be used to determine who will receive the service and screening procedures employed to determine need. Identify who will be responsible for implementing this plan including staff, volunteers and support staff, etc. Explain any special characteristics of each service including priorities, service limitations, restrictions, etc. (Ex. transportation within city limits only). Identify methods that will be used to evaluate the effectiveness and quality of the service. (Ex. client satisfaction surveys).

- A. Type of Service (Specify) *The Going Places Van run out of the WS Senior Center and pick up qualified senior residents to go to medical, visits to the Senior Center, shopping or otherwise*

- B. Plan of Action (Use additional sheets if necessary)

The drivers runs come out of dispatch at Erie County Senior Services and they place medical as first, then the visits to the Senior Center and then any others as time and space permits

- C. Date/ Time blocks the van is expected for use of service under this agreement. Note:

Any change in this schedule requires a minimum 17 business days notice to the County during the term of this agreement.

The Going Places Vans work out of the WS Senior Center Monday thru Friday starting at 9:00am with the last pickup ending at 4:00pm

- D. Define one unit of service: *1 pick up and 1 drop off*
- E. Total number of service units to be provided: *2 per person per day*

- 7. **Geographic Area Served:** Using specific street boundaries identify the geographic service area for the service in this application, detailed on a map if available..

The WS Going Places Van serves qualified residents whom live within the boundaries of WS, the tax payers

8. Outreach

- A. Describe activities to be undertaken during the project period to inform the elderly, their caregivers and informal supports, and the general community of the services available under this program (include public information and resource enhancement activities).

We inform the public of the Going Places Van through the Senior Center monthly newsletter, the town website, local pennysavor and when family members call, esp. when they are out of town/state to explain the service that is provided

- B. Indicate specific case finding activities that the applicant proposes to engage in during the project period to identify hard-to-reach elderly individuals to link them with needed services.

To continue to inform the public as stated about along.

9. Low-Income Minority Participation

- A. Minority elderly. Relative to the total population of older persons who reside in the geographic area to be served under this contract, what is the estimated percentage of minority elderly who live in your service delivery area? *5-10%*
- B. Targeted population. Specify how the Agency intends to satisfy the service needs of low-income minority individuals in at least the same proportion they are represented in your service delivery area.

The Going Places Van is offered to any qualified senior and no one can be turned away no matter if they can pay or not, as long as they have signed up for the program and scheduled a pick up/drop off

10. Collection of Contributions:

Specify the methodology used to afford a person the opportunity to contribute toward the cost of the service they receive. Include how they will be informed of the contribution policy, suggested contribution level methods used to insure confidentiality, and procedures employed to account for and safeguard all donations received. The suggested contribution level is \$2.00 for each one way trip and \$5.00 for each one trip for wheel chair transportation.

There is a posted flyer in each van describing the amount along with it listed in the town website

and the Senior Centers newsletter as well. The van driver gives the senior an envelope and instruct that they are to put their offering in there and then into the lock box that is in the van

11. Minimum Qualifications of van operators:

Supply copies of the following:

- a. Current, valid driver's license
- b. Proof of clean license record – no moving violations.

12. Amendments to this Application

The Applicant assures that it will submit to the County necessary documentation of changes, additions, or deletions to the information provided in this Schedule.

SCHEDULE B
COUNTY OF ERIE STANDARD INSURANCE REQUIREMENTS

1. The Agency shall obtain, at its own cost and expense the following insurance coverage with insurance companies licensed in the State of New York and shall provide a Certificate of Insurance as evidence of such coverages on the attached County of Erie Standard Insurance Certificate or its equivalent. It is also agreed that such insurance will be kept in full force during the life of the contract, and in default thereof, this contract shall be void and of no effect.

A. Comprehensive/Commercial General Liability -with a minimum combined single limit of bodily injury and property damage of \$500,000 per occurrence and annual aggregate. The coverage shall include Premises and Operations; Products/Completed Operations; Independent Contractors; Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie); -Personal Injury Liability (Coverages A, B & C)

B. Automobile Liability -with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability Coverage on the Business Auto Policy).

C. Excess "Umbrella" Liability -with a minimum limit of \$1,000,000.

D. If professional services are provided - Professional Liability -with a minimum limit of \$1,000,000.

E. Worker's Compensation and Employers' Liability -provides statutory coverage in compliance with the Worker's Compensation Law of the State of New York. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

2. Comprehensive/Commercial General Liability, Automobile Liability, and Excess "Umbrella" Liability shall name the County of Erie as additional insured. The Certificate Holder should be addressed as follows: County of Erie, c/o Department of Law, 95 Franklin St., Room 1634, Buffalo, New York 14202.

3. All policies in which the County of Erie is named as an additional insured shall provide that

A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or assessments under any form of policy.

B. The insurance shall apply separately to each insured (except with respect to the limit of liability).

4. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Professional Liability Insurance, Worker's Compensation and Disability Benefits are required to provide to the Department, proof of coverage equivalent to the limits required.

5. Prior to cancellation or non-renewal of the above policies, the insurer will endeavor to provide 30 (thirty) days advance written notice to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, New York 14202 and the Agency requesting the certificate.

6. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met.

ERIE COUNTY DEPT. OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: Transportation and Escort Services

2. CONTRACT PERIOD: From January 1, 2012 to December 31, 2012

3. VEHICLE INFORMATION: Primary Vehicle: 2006 Ford 12 Passenger Van
VIN # 1FBNE31L36DB01444
Available Spares: 2003 Chevy 6 passenger van
VIN# 1GNDX03E13D245706; 2002 Chevy 12 passenger
VIN # 1GAGG25RX21147770

4. ORGANIZATION:

Name: **Town of West Seneca**

Mailing Address: West Seneca Town Hall, 1250 Union Road
West Seneca, New York 14224

Office Phone: (716) 674-5600

Executive Director/Administrator: Wallace C.Piotrowski, Town Supervisor

Email: wpiotrowski@twsny.org

6. PROGRAM CONTACT:

Name, Title: Mary Josefiak, Director

Mailing Address: 4620 Seneca Street
West Seneca, New York 14224

Office Phone: (716) 675-9288

Email: mjosefiak@twsny.org

AGREEMENT

THIS AGREEMENT made on the 1st day of January, 2012 between the COUNTY OF ERIE (the "County"), a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, acting by and through the Erie County Department of Senior Services, (the "Department"), and

Town of West Seneca

(the "Agency"), a municipality organized under the laws of New York State having an office and principal place of business at :

West Seneca Town Hall, 1250 Union Road, West Seneca, New York 14224

WITNESSETH:

WHEREAS, the County desires to make available to the residents of Erie County, services to the elderly as authorized by the New York State Office for the Aging and by the Erie County Legislature, the Erie County Department of Senior Services is hereby authorized to establish, operate and maintain programs and services for the elderly; and

WHEREAS, the County and the Agency in the spirit of mutuality and partnership, desire to provide the residents of the County the optimum quantity of geriatric services of the highest professional quality; and

WHEREAS, the Agency enjoys the use of facilities and has the capacity for the provision of certain services to the aging; and desires to provide a program to

Provide transportation services to high-risk elderly from their homes to and from medical, nutritional, financial, social, shopping, and personal needs appointments.

and,

WHEREAS, the County desires to contract for such services and the Agency has agreed to furnish such services to the residents of the County;

NOW, THEREFORE, the County and the Agency agree as follows:

ARTICLE I: THIS AGREEMENT

Section 1.1 Incorporations. The agreement between the parties shall consist of this Agreement and the following Schedules which are attached hereto and made part hereof:

Schedule "A": Statement of Services.

Schedule "B": County Standard Insurance Provisions. Classification E .

Schedule "C": Program Specific Standard Assurances. Agency may also be referred to as "Applicant" in Schedule C.

Section 1.2 Agreement . The Agency agrees to provide the services set forth herein subject to all the terms and conditions set forth in this Agreement and Schedules hereof. Agency further agrees to all the representations, terms, and conditions set forth in the attached Schedules listed above as if fully set forth in this Agreement. This Agreement and the Schedules above shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement 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

Section 1.3 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE II: TERM OF THIS AGREEMENT

Section 2.1 Term of Agreement: The term of this Agreement shall commence on January 1, 2012 and shall terminate on, December 31, 2012 unless terminated earlier pursuant to the provisions of this agreement.

Section 2.2 Termination.

A.) In the event that services under this agreement are not satisfactory to the County or to the New York State Office for the Aging, the County may terminate this agreement upon ten (10) days written notice to the Agency either by personal service or by certified or registered mail.

B.) The County may terminate this Agreement in the event the terms and conditions hereof are not fully complied with by the Agency by giving ten (10) days notice to the Agency, in writing, of its intention to terminate for that reason.

C.) Otherwise, either party may at any time during the term of this Agreement or any extension thereof terminate this Agreement by giving to the other party thirty (30) days written notice of its intention to terminate.

D.) The Agency agrees that in the event of termination of the agreement prior to the expiration date set forth in this Agreement, the Agency agrees to:

- 1) Account for and refund to the County, within thirty (30) calendar days, any funds that have been paid to the Agency pursuant to this agreement that are in excess of un-reimbursed expenses incurred prior to the notice of termination;
- 2) Not incur any further obligations pursuant to the agreement beyond the termination date;
- 3) Submit, within thirty (30) days of termination, a report listing each and every receipt, expenditure of funds, program activity, accomplishment, and obstacle encountered relating to this agreement.
- 4) Return all fixed assets belonging to the County of Erie, purchased under the terms of this or preceding contracts.

Section 2.3 County's Rights. In the event the County determines that there has been a material breach by the Agency of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Agency 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 its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency. Without limiting the foregoing, upon written notice to the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

ARTICLE III: BASIC OBLIGATIONS OF AGENCY

Section 3.1 Contract Services. The Agency shall provide to the residents of Erie County the contract services set forth in Schedule "A" attached to this Agreement. The contract services shall be carried out by the Agency in accordance with current industry standards and trade practices.

Section 3.2 Duty to Report Progress. The Agency shall report to the County on its progress toward completing the contract services, as the Commissioner of Senior Services or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this agreement.

Section 3.3 Insurance. The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Liability Insurance and Worker's Compensation are required to provide to the Department, proof of coverage equivalent to the limits required by this Section as specified in Schedule B. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

In the event that a required insurance policy is cancelled, expires or lapses, the Agency shall submit to the County an updated Certificate of Insurance, which shall be reviewed for approval by the County of Erie Department of Law and all payments will be delayed until the requirements are met. In addition, the County reserves the right to terminate this Agreement should the Agency fail to provide the required insurance within 30 days of the policy's cancellation, expiration or lapse.

Section 3.4 Contract Expenses. The Agency shall be responsible for all costs involved in the delivery of contract services and shall incur only those expenses set forth in this Agreement on any Schedule attached hereto. Subcontracts for services as required under this agreement shall also be in accordance with this Agreement and any Schedule attached hereto.

Section 3.5 Professional Standards and Levels of Service. All contract services will be delivered in accordance with generally accepted standards of professional quality and quantity. The units of service as specified shall be periodically reviewed by the parties, and where appropriate, the units of service specification may be adjusted by the mutual agreement of the parties in writing. No reduction in the level of services shall be permitted if such reduction alters the basic nature or adversely affects the quality of the contract services. If the Agency is delivering service at a rate which, in the judgment of the Department will result in a level of service below that agreed upon, the Department may, after notifying the Agency, formally request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

Section 3.6 Required Performance Agency agrees that, whether during the contract term or thereafter, it will do all necessary acts and sign any and all documents, contract amendments and/or supplemental agreements which may be required or necessary to maintain grant status and/or to satisfy requirements by federal, state, county and grant providers or which may be required to maintain or to obtain additional grant funds applicable to the term set forth in this Agreement.

Section 3.7. Indemnification. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", Agency agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County: (a) the Agency 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, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and (b) Agency shall 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. Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 3.8 Non-assignability and Subcontract Agreements. The Agency shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or of its right, title, or interest herein or its power to execute this Agreement to any person or corporation without the

previous consent, in writing, of the County. All agreements between the Agency and a subcontractor(s) shall be by written contract only. Any subcontract submitted for approval by the County must provide in writing that the Agency will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between the Agency and the County and any other requirement applicable to the Agency in the provision of contract services. Where required by New York State law, all subcontractors shall be licensed and certified to perform contract services by the Offices of New York State. All subcontracts entered into by the Agency shall be written in accordance with all local, New York State and Federal laws, rules and regulations and shall be available for review by the County and the Offices of New York State. No subcontract shall provide for the County to incur financial obligation. All subcontracts entered into by the Agency with a subcontractor shall be governed by applicable provisions of New York State law relating to conflict of interests. The Agency shall not be relieved of any responsibility under this Agreement by any subcontract. The Provider shall require by written agreement all subcontractors and their employees to observe all applicable local, New York State and Federal laws, rules and regulations relating to the confidentiality of client records and information.

Section 3.9 Agency Status Written notice to the County pursuant to the notice provisions above AND to the Erie County Department of Law, 95 Franklin Street, Rath Building-16th Floor, Buffalo, New York, 14202 shall be given by Agency should: (A) Agency's status be altered in any way; and/or (B) Agency be subject to investigation concerning acts or omissions which would affect Agency's status and/or licensure. Immediate notice under this section means postmarked First Class Mailing no later than 72 hours after any alteration of license status or knowledge of any investigation.

Section 3.10. Compliance with the Law. The Agency shall furnish the contract services in compliance with all applicable Federal, State, County, Local and Department laws, rules, regulations, and policies and procedure manuals. The Agency shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

ARTICLE IV: PAYMENTS FOR SERVICES

Section 4.1 Amount payable by the County. The agency agrees to accept the use of one 2006 Ford 12 Passenger Van VIN # 1FBNE31L36DB01444 in full consideration for the Agency services referred to in this contract. In addition, the following vans may be available for back-up vehicles with the prior approval of the Project Administrator or the Senior Dispatcher: 2003 Chevy 6 passenger van VIN# 1GNDX03E13D245706; 2002 Chevy 12 passenger van VIN # 1GAGG25RX21147770. Except as otherwise expressly stated in this Agreement, no payment shall be made the County to the Agency for out-of-pocket expenses or disbursements made in connection with contract services to be performed hereunder.

ARTICLE V: RESPONSIBILITIES OF THE DEPARTMENT

Section 5.1 General Supervision and Evaluation. The Department shall provide, in a manner

consistent with Federal, State and local laws and regulations, general supervision and evaluation over the contract services and facilities rendered, administered or coordinated by the Agency.

Section 5.2 Revision of Contract. The Department shall, during the term of this Agreement, review any proposals submitted by the Agency to change the contract services. The Department may authorize appropriate amendments to this contract upon the mutual agreement of both parties that such change or changes are desirable. All budget transfers for any approved changes in services pursuant to this Section must be in compliance with the requirements of this Agreement. In no event shall such change result in an increase in the obligation of the County without the authorization in writing of the County Executive of Erie County and, when necessary, the authorization of the Erie County Legislature.

ARTICLE VI: RECORDS, REPORTS, AUDITS.

Section 6.1 Records.

A.) The Agency shall keep records with respect to delivery of contract services performed under this agreement. Such records shall be kept separate or identifiable from those relating to other activities of the Agency. The Agency shall maintain adequate individual client service records which shall, subject to the provisions of this Agreement, be made available to the Department. Individual records or evaluations shall be transferred to the Department or other providers of services only upon the written authorization from the client.

B.) Any information transferred to a provider of services to the aging is to be confidential and used solely for the benefit of the client. At the expiration or termination of this agreement, or any extension thereof, all plans and programs for providing services, all educational plans, programs and materials, all program records, and all program evaluation shall become the property of the Department on behalf of the County. Individual records and evaluations shall be transferred to the Department if the Agency is not adequately maintaining such records or if the Agency is dissolved. The Agency's obligation under this Section shall continue beyond the termination of this agreement and shall be in compliance with confidentiality requirements of applicable laws.

Section 6.2 Record Retention. The Agency shall retain all books and records (including supporting documents) relating to its performance under this agreement for six (6) years from the expiration or termination date of this agreement unless permission is given to the Agency in writing by the Department to destroy them prior to the expiration of the six (6) year period.

Section 6.3 Audit, Inspection and Visitation.

A.) Subject to the confidentiality and privilege provisions of this Agreement, the Agency shall during regular business hours make available for reasonable audit, inspection and visitation by the Department, the Erie County Comptroller, the New York State Office for the Aging, and the New York State Department of Audit and Control, U.S. Administration on Aging or any persons retained by these agencies, its contract services, facilities, and all financial, statistical and client reports, records, memoranda and other data relating thereto. Further, the

agency shall provide a copy of any audit, and/or management letter received from any independent auditor who has occasion to audit said agency's books and records and provide such audit and/or management letter to such agency, to the Erie County Comptroller's Office, 11th Floor - Rath Building, Buffalo, New York, 14202, and the Erie County Department of Senior Services, Attention: Fiscal Management Unit, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202.

B.) In the event, this Agreement is funded in part by funds from the Federal government, the agency must meet the audit requirements of Office of Management and Budget Circular A-133 and Chapter 75 of Title 31, United States Code (commonly referred to as the Single Audit Act) as currently named, numbered and/or amended, as well as any additional audit requirements contained in this Agreement and Schedules of this Agreement.

Section 6.4 Confidentiality and Privilege. All examinations, inspections, audits and visitations hereunder shall, in the absence of an effective waiver by the client, be conducted in accordance with client confidentiality requirements of applicable laws, on the Agency's premises, and at the discretion of the Agency, in the presence of an Agency representative.

ARTICLE VII: MISCELLANEOUS

Section 7.1 Relationship of Parties The Agency and the County agree that the Agency and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees, agents or servants of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will act as, hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 7.2 New York Law and Interpretation

A.) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

B.) If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 7.3 No Third-Party Reliance Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

Section 7.4 No Waiver of Right to Enforce Failure of County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with or without knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Section 7.5 Conflicts of Interest The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety.

Section 7.6 Authorized to Sign The person or persons signing this Contract on behalf of the Agency hereby represent that they are duly authorized to enter this Contract and to bind Agency to all terms and conditions set forth in this Contract and all attachments hereto.

Section 7.7 Mention of County/State Support. In any printed matter announcing or describing a service provided or supported by the Agency, or in any product such as a publication, book, catalog, films, videotape, exhibition, website, or similar product assisted under the terms of this agreement, the Agency shall prominently mention the Erie County Department of Senior Services, and the New York State Office for the Aging.

Section 7.8 Copyrightable Material. Where Agency projects supported in whole or in part by County and/or State assistance, produce original books, manuals, films, or other copyrightable material, the material cannot be copyrighted or sold without the written permission of the New York State Office for the Aging and the County of Erie. The Erie County Department of Senior Services reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to publish and use such materials. Any income received by the Agency as royalties or otherwise earned by such copyrightable material shall be considered as Agency income. Such income shall reduce the County's obligation under this Agreement in accordance with the provisions of Article IV. Creation of all such material must be consistent with this contract and forwarded to the Erie County Department of Senior Services.

Section 7.9 Labor Agreements.

A.) The Agency shall provide to the Department the details of any existing labor agreement or Agency commitment for the provision of increases in personnel salaries or benefits. The County shall not reimburse the Agency for any expenditures pursuant to such labor agreement or Agency plan which exceed the line item budget provisions of the contract.

B.) The Agency shall notify the Department in advance of any pending negotiations with any organizations representing employees covered by this agreement with respect to terms and conditions of employment or of any Agency plan regarding such matters. Prior to any final

settlement with any such organization or the implementation of any Agency plan, the Agency shall notify the Department of the terms and conditions thereof. The Agency, in addition, shall provide the Department with copies of all collective bargaining agreements or Agency plan covering employees providing contract services.

Section 7.10 Limitation on Actions. No action shall lie or be maintained against the County upon any claim under this agreement or arising out of anything done in connection with this agreement, unless such actions shall be commenced within ninety (90) days from the termination date of this agreement.

Section 7.11 Headings. The headings in this agreement are inserted for convenience and reference only and shall not be used in any way to interpret this agreement.

Section 7.12 Mutual Cooperation. The Agency and the County recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and in promoting the interests of the elderly.

Section 7.13 Other Services. The Agency shall report to the Department the receipt by the Agency of any grant or contract between the Agency and any other party which directly or indirectly affects the performance of the services in this contract. At no time shall the quantity or quality of services provided by the Agency under this agreement be adversely affected.

Section 7.14 Welfare to Work Initiative. Erie County strongly encourages all not-for-profit agencies that contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact: Erie County Department of Social Services, Employment and Training Programs, for additional information regarding this program.

Section 7.15 Notice Address. All notices to the County shall be addressed to the Commissioner, Erie County Department of Senior Services, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202, and all notices to the Agency should be addressed to:

Supervisor ~~Wallace C. Piotrowski~~ *Sheila Meyer*
 Town of West Seneca
 West Seneca Town Hall, 1250 Union Road
 West Seneca, New York 14224

Section 7.16 Non-discrimination The Agency: 1) shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to recruitment, hiring upgrading, demotion, downgrading,

transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; (2) shall not discriminate in the selection of subcontractors on the basis of the owner's partners or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status; and (3) shall state in all solicitations of advertisement for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status or is an equal employment opportunity employer.

Section 7.17 Emergency Preparedness Plan In order to secure the well-being of clients receiving County-funded services provided by the Agency, as well as the staff and property of the Agency itself, the Agency shall prepare and have available for review by County personnel a comprehensive Emergency Preparedness Plan that details what actions are to be taken in the event of a natural or man-made disaster or emergency of whatever kind. To the extent possible, this Plan shall be coordinated with the overall master plan for emergencies in effect in the city, town or other municipality in which the Agency is located, as well as with Erie County's plan(s) for such emergencies.

SCHEDULE C
STANDARD ASSURANCES

for

TITLE III OF THE OLDER AMERICANS ACT OF 1965 AS AMENDED

**To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule as if the Agency were the Applicant/
Applicant Agency:**

1. Purpose of Program

The Applicant understands and agrees that it is the purpose of the Title III Program to foster the development of a comprehensive and coordinated service system for older persons within the planning and service area for the provision of supportive services, nutrition services and the establishment of multipurpose senior centers.

The primary objectives of this system are:

- (a) To secure and maintain maximum independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and
- (b) To remove individual and social barriers to economic and personal independence for older persons, including the provisions of opportunities for employment and volunteer activities in the communities where older persons live.

2. Goals and Utilization of Resources

The Applicant further understands and agrees that in order to achieve the purpose of the Title III Program the resources made available by the State Agency and the Area Agency are designed to:

- (a) Provide for the development and implementation by the Area Agency, in conjunction with other planners and service providers, and older consumers of services, of an Area Plan which sets forth specific program objectives and priorities for meeting the needs of the elderly with special attention being given to the needs of older persons with the greatest economic or social need. Applicant may use methods such as location of services and specialization in the types of services most needed by these groups to meet this requirement. However, applicant may not use a "means test" or other test whereby the income or resources of an older person are used to deny or limit that person's receipt of services.

"Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census. "Greatest social need" means the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by racial or ethnic status, which restrict an individual's ability to perform normal daily tasks or which threaten his or her capacity to live independently.

- (b) Increase the capability of the Area Agency to develop and implement action programs designed to achieve the coordination of existing social service systems in order to make such systems more effective, efficient, and responsive in meeting the needs of the elderly;

(c) Draw in increasing commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements to facilitate access to and utilization of all existing services and to develop social and nutrition services effectively and efficiently to meet the needs of older persons.

(d) Make existing social services more accessible to older persons in need through the development and support of services such as transportation, outreach, information and referral, and escort which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other social services; and

(e) Promote comprehensive services for the elderly through the development and support of social services which are needed by older persons but which are not otherwise available such as congregate meals, continuing education, health and health screening programs, legal services, advocacy, informational and referral services, daycare, protective services, residential repair and renovation, physical fitness and recreation services, home health care and homemaker services.

3. Targeting

Contract services shall be available to the population 60 years of age (*Title III-E and Grandparenting assistance – age 55*) and over residing in the designated service area, unless otherwise provided in this agreement. However, priority for service shall be given to those older persons with greatest economic or social need; that is, those who, because of low income, physical or mental impairment, minority status, cultural or social isolation, are at greater need. The Agency agrees to cooperate with the Department of Senior Services and its specialized programs for the frail elderly, and in accord with this Agreement, to target its services to those persons identified as being at particularly high risk to institutionalization.

4. Authority and Capacity of Applicant Agency

The Applicant assures that it has the authority and capacity to develop this proposal and to carry out a program pursuant to it within the planning and service area.

5. Staffing of the Applicant Agency

Adequate numbers of qualified staff, including members of minority groups, will be assigned to assure the effective conduct of responsibilities under this proposal. Subject to the requirements of merit employment systems of local government, preference will be given to persons aged sixty (60) or over for any staff positions (full-time or part-time) for which such persons qualify. The proposed staffing plan for the Applicant which sets forth the number, type of personnel employed and the timetable for the hiring of staff for the project year is included in this application. The Applicant understands and agrees that, once the staffing plan has been approved by the Area Agency, such plan must be adhered to in all personnel actions taken by the Applicant, and that, if the Applicant determines it must deviate from such plan, it must obtain the prior approval of the Area Agency.

6. Standards of Personnel Administration

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed pursuant to 5 USC 3371 et. seq. and 42 USC 4701

et. seq. (previously referenced in part as the Inter-governmental Personnel Act of 1970). Such methods shall be maintained in the files of the Applicant and shall be made available to the Area Agency and the State Agency upon request.

7. Contributions for Social Services

The Applicant assures that it shall afford older persons with a free and voluntary opportunity to contribute to all or part of the costs of the social services provided under this proposal. The applicant must protect the privacy of each older person with respect to his or her contribution and must establish appropriate procedures to safeguard and account for all contributions. Contributions made by older persons are considered program income and must be used by the Applicant to expand services. The Applicant shall consult with the Area Agency regarding proposed contributions. Each older recipient shall determine for himself, what he is able to contribute toward the cost of the social service. No older person shall be denied a social service because of his failure to contribute to all or part of the cost of such service.

8. Licensure Requirements

The Applicant assures that where State or local public jurisdictions require licensure for the provision of social services, it shall be licensed, or shall meet the requirements for licensure. All services provided must meet any existing state and local safety requirements for the provision of those services.

9. Evaluation

The Applicant assures that it will cooperate and assist in any efforts undertaken by the Area Agency, the State Agency, or the Administration on Aging to evaluate the effectiveness, feasibility, and costs of activities under the area proposal.

10. Public Information

The Applicant will provide for a continuing program of public information specifically designed to assure that information about the program and activities carried out under this proposal are effectively and appropriately promulgated throughout the geographic area.

11. Maintenance of Effort

The Applicant assures that there will be expended for the purposes for which payments are made for activities under this plan, for the year for which such payments are made and from funds from non-Federal resources, an amount not less than the amount expended for such purposes from such funds during the previous year.

12. Confidentiality

The Applicant must establish procedures in accordance with the client confidentiality requirements of applicable state and federal laws, rules and regulations, to protect the confidentiality of information about older persons collected in the delivery of services. The procedures must ensure that no information about an older person, or obtained from an older person by the applicant or the State or area agencies, is disclosed by the applicant or agency in a form that identifies the person without the informed consent of the person, unless the disclosure is required by court or order, or for program monitoring by authorized Federal, State, or local monitoring agencies.

13. Drug-Free Workplace

The applicant will comply with the Drug-Free Workplace Acts of 1988, 45 CFR Part 76, Subpart F as amended, replaced, and/or renumbered. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and, (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and, (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than **FIVE** calendar days after such conviction;
- (e) Notifying the agency in writing, within **TEN** calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within **30** calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).