1. Approval of Minutes
   - December 7, 2016
   - December 27, 2016

2. Lori Ballengee, Public Health Director
   - Women’s Health Initiative Grant Acceptance and Appropriation

3. Madeleine Gasdik, Office for the Aging Director
   - Monthly Report
   - Request to enter into contract with Elderwood

4. Vicki Grant, Social Services Commissioner
   - Monthly Report
   - Request to fill Senior Typist position

5. Judith Hopkins, Allegany County Heroin & Opioid Abuse Ad Hoc Chair
   - Committee Update

6. Old Business

7. New Business

8. Good of the Order

9. Adjournment
EXPLANATION OF GRANT

INTRODUCTION NO: ___________________

Committee of Jurisdiction: Human Services Date: January 4, 2017

Explanation of Grant:
The Health Department requests a resolution to accept and appropriate a Women’s Health Initiative grant for the Cancer Services Program for the 2017 Budget year, 2016–17 grant year (April 1, 2016-March 31, 2017).

Revenues $50,000.00
Acct A4071.340100 State Aid  $ 50,000.00

Appropriations $50,000.00
A4071.204 Motor Vehicles  $ 2,400.00
A4071.401 Postage 6,443.00
A4071.409 Fees 8,797.00
A4071.424 Legal Advertising 32,360.00

The Women’s Health Initiative Grant is for the purpose of marketing, outreach, and the recruitment of cancer screenings. As such, it will be used as follows:
- Wrapping of the Cancer Services vehicle for the purpose of marketing.
- Mailing of postcards to Allegany and Cattaraugus County residents targeting Amish, Native American, and rural individuals.
- Contracting of temporary outreach worker.
- Billboard, Facebook, movie theater, newspaper, and radio advertising.

FISCAL IMPACT:
Total grant: $ 50,000.00
Local county share: $ 0.00

State Grant? X Revenue # A4071.340100 $ 50,000.00
Federal Grant? _____ Revenue # ________________________ $ _______________

If Federal, please list Federal Catalog of Federal Domestic Assistance (CFDA) number _____-_______

This grant is X renewal of existing grant funded program or ___ new grant fund program.

Grant Fiscal Year – 2016/17
Obligation of County after grant expires: None

Major benefits of accepting this grant are: Additional Funding For Outreach and Marketing.

Department Head Signature ________________________________
# ALLEGANY COUNTY OFFICE FOR THE AGING
## MONTHLY REPORT - NOVEMBER 2016

Year-to-date 01/01/2016 – 11/30/2016

<table>
<thead>
<tr>
<th>TOTAL PEOPLE SERVED AGE 60+</th>
<th>1,301</th>
<th>PERCENT OF TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOW INCOME</td>
<td>585</td>
<td>44.9%</td>
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<tr>
<td>LOW INCOME MINORITY</td>
<td>141</td>
<td>10.8%</td>
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<tr>
<td>FRAIL/DISABLE</td>
<td>575</td>
<td>44.1%</td>
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<tr>
<td>AGE 75-84</td>
<td>405</td>
<td>31.1%</td>
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<tr>
<td>AGE 85+</td>
<td>278</td>
<td>21.3%</td>
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<tr>
<td>LIVES ALONE</td>
<td>517</td>
<td>43.8%</td>
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## UNITS OF SERVICE

<table>
<thead>
<tr>
<th>SERVICES PROVIDED</th>
<th># OF PEOPLE</th>
<th>SERVICE THIS MONTH</th>
<th>PREVIOUS MONTH</th>
<th>SAME MONTH LAST YEAR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Calls At Front Desk</td>
<td>1,112</td>
<td>1,386</td>
<td>995</td>
<td>12,813</td>
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<tr>
<td>Health Insurance Counseling</td>
<td>314</td>
<td>500</td>
<td>300</td>
<td>1,801</td>
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<tr>
<td>PC Level I - Housekeeping/Chore</td>
<td>32</td>
<td>414.75</td>
<td>313.5</td>
<td>4,289</td>
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<tr>
<td>PC Level II - Homemaking/Personal Care</td>
<td>29</td>
<td>334.5</td>
<td>372.5</td>
<td>2,451.25</td>
<td></td>
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<tr>
<td>Case Management</td>
<td>19</td>
<td>26.25</td>
<td>60</td>
<td>643</td>
<td></td>
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<tr>
<td>Nutrition Education/Counseling</td>
<td>538</td>
<td>538</td>
<td>478</td>
<td>4,882</td>
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<tr>
<td>Transportation</td>
<td>31</td>
<td>168</td>
<td>162</td>
<td>1,490</td>
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<tr>
<td>Information and Assistance</td>
<td>734</td>
<td>2,293</td>
<td>2,238</td>
<td>27,592</td>
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<tr>
<td>Outreach</td>
<td>3</td>
<td>8</td>
<td>5</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>In-Home Contact &amp; Support</td>
<td>4</td>
<td>15</td>
<td>16</td>
<td>330</td>
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<tr>
<td>Personal Emergency Response</td>
<td>99</td>
<td>99</td>
<td>99</td>
<td>867</td>
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<tr>
<td>Caregiver Services</td>
<td>2</td>
<td>2</td>
<td>3.25</td>
<td>485.25</td>
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<tr>
<td>Legal Services</td>
<td>5</td>
<td>7.4</td>
<td>8.6</td>
<td>125.5</td>
<td></td>
</tr>
<tr>
<td>Other (HEAP, Home Repair)</td>
<td>203</td>
<td>444.5</td>
<td>85.75</td>
<td>1,165.75</td>
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<tr>
<td>Meals-On-Wheels</td>
<td>209</td>
<td>7,860</td>
<td>7,554</td>
<td>82,614</td>
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<tr>
<td>Luncheon Center Meals</td>
<td>194</td>
<td>1,366</td>
<td>1,234</td>
<td>13,438</td>
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<tr>
<td><strong>TOTAL MEALS</strong></td>
<td><strong>96,052</strong></td>
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</tbody>
</table>

## ADDITIONAL INFORMATION

<table>
<thead>
<tr>
<th>Personnel</th>
<th>11/16</th>
<th>HDM Driver: Barbara Root, Andover</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>11/21</td>
<td>HDM Driver: Roger Morris, Wellsville</td>
</tr>
<tr>
<td>Other</td>
<td>11/4</td>
<td>Blizzard Boxes, 450 Boxes packaged with the help of Wellsville Central School JUMP Club.</td>
</tr>
<tr>
<td>Public Presentations</td>
<td>11/2, 4, 16</td>
<td>Matter of Balance, Belmont Parish Building (LO)</td>
</tr>
<tr>
<td></td>
<td>11/8</td>
<td>Introduction to Aging: Formal Supports, Dr. Maiden’s class at Alfred University (MG)</td>
</tr>
<tr>
<td></td>
<td>11/9</td>
<td>NY Connects: Allegany County Jail w/ Literacy West Worker (DK, ID)</td>
</tr>
<tr>
<td></td>
<td>11/17</td>
<td>Medicare Basics - 18 Registered, 16 Attended (AM)</td>
</tr>
<tr>
<td>Nutrition Monitoring</td>
<td>11/3, 9, 15, 28</td>
<td>KVR Kitchen Monitoring (JS)</td>
</tr>
<tr>
<td>Nutrition Education</td>
<td>November</td>
<td>Staying Healthy During the Holidays, Handout to HDM and Luncheon Center participants (JS)</td>
</tr>
<tr>
<td>Luncheon Centers</td>
<td>11/17</td>
<td>Music with Nettie White, Cuba</td>
</tr>
<tr>
<td></td>
<td>11/21</td>
<td>Steve Crandall Piano, Alfred</td>
</tr>
<tr>
<td></td>
<td>11/22</td>
<td>Civil War, by Craig Braack, Canaseraga</td>
</tr>
<tr>
<td>Staff Training</td>
<td>Date</td>
<td>Event Description</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>11/1</td>
<td>Article 81 Guardianship, Albany (SL)</td>
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<tr>
<td></td>
<td>11/2-3</td>
<td>Elder Abuse Training, Albany (SL, TD)</td>
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<tr>
<td></td>
<td>11/7</td>
<td>HEAP Eligibility and Certification, Buffalo Library (DK, ID)</td>
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<tr>
<td></td>
<td>11/17</td>
<td>Medicare Basics, OFA (DK)</td>
</tr>
<tr>
<td></td>
<td>11/21</td>
<td>Stages of Alzheimer’s and Support Group Facilitation, Tricia Hughes, Shelby Edgerly, Alzheimer’s Association, Buffalo (LO)</td>
</tr>
</tbody>
</table>

**WAITING LISTS FOR SERVICES**

<table>
<thead>
<tr>
<th>Program</th>
<th># of People</th>
<th>Change from Last Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>EISEP (Personal Care/Chore)</td>
<td>80</td>
<td>-3</td>
</tr>
<tr>
<td>Caregiver Respite</td>
<td>65</td>
<td>-7</td>
</tr>
<tr>
<td>Personal Emergency Response (MercyLine)</td>
<td>15</td>
<td>0</td>
</tr>
<tr>
<td>Meals</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Insurance Counseling</td>
<td>0</td>
<td>-101</td>
</tr>
</tbody>
</table>
MEMORANDUM OF EXPLANATION

Committee of Jurisdiction:  Human Services
Date: 01/04/2017

The Allegany County Office for the Aging requests permission to enter into a contract with Elderwood in Hornell to offer overnight respite to clients of our Alzheimer’s Respite Grant at the following rates:

Daily Rate:  $260 Private Room
             $255 Semi-Private Room

FISCAL IMPACT:

This has been budgeted in the Alzheimer’s Respite Grant

For further information regarding this matter, contact:

______________________________________________  585-268-9390
Madeleine M. Gasdik, Director Office for the Aging
Telephone
OVERNIGHT NURSING HOME RESPITE AGREEMENT
between
The County of Allegany (Office for the Aging) and
Elderwood at Hornell, LLC
January 1, 2017 through December 31, 2017

THIS AGREEMENT is made between the County of Allegany, hereinafter referred to as COUNTY, for its agency, Allegany County Office for the Aging at 6085 State Route 19, Belmont, NY 14813, hereinafter referred to as ACOFA, and 1 Bethesda Drive Operating Company, LLC dba Elderwood at Hornell, located at 1 Bethesda Drive, Hornell, NY 14843, hereinafter referred to as PROVIDER, for the period January 1, 2017 through December 31, 2017.

THE PARTIES AGREE TO THE FOLLOWING:

WHEREAS, ACOFA provides numerous services to Allegany County residents age sixty (60) and over, and such services include but are not limited to the provision of needed respite for informal caregivers in the community under Title III-E of the Older Americans Act, and

WHEREAS, the PROVIDER has the capability to provide overnight nursing home respite stays, to identified individuals through ACOFA, and

WHEREAS, when evaluation of informal caregiver needs on an individualized basis reveal the need for temporary placement of the care receiver for respite services for the caregiver, and

WHEREAS, ACOFA receives federal funds pursuant to the Older American’s Act, Title III-E provided to carry out such objectives and has the authority under such grant to enter into this agreement, and

WHEREAS, the PROVIDER covenants that he/she is willing and able to perform the services required by this agreement,

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

SERVICE DESCRIPTION: The PROVIDER will supply skilled nursing care for a continuous stay between the agreed upon dates for the identified client at 1 Bethesda Drive Operating Company LLC dba Elderwood at Hornell, a duly licensed skilled nursing and rehabilitation facility, located at 1 Bethesda Drive, Hornell, NY 14843 as noted in Attachment A. The Attachment will be completed for each caregiver and care receiver who have requested and been assessed for overnight nursing home respite.

COSTS AND SERVICES: The PROVIDER agrees to accept, and the COUNTY agrees to pay for such care as follows:

A. DAILY RATE: The daily rate (24 hour stay) for such services will be $260 for a private room and $255 for a semi-private room.
B. APPROVED LENGTH OF STAY: To be agreed upon between ACOFA and the PROVIDER based upon individual needs of the caregiver and bed availability.
C. MEDICATIONS: Client will provide all current medications in their original containers to PROVIDER at time of admission. PROVIDER will secure appropriate instructions and authorizations for the
administration of medications for each individual care receiver. ACOFA agrees to pay for any medication not covered by the individual’s insurance plan, not to exceed the total amount of two hundred dollars ($200.00). In the event a client becomes ill while on respite care, the PROVIDER will treat accordingly and charge the client or client’s insurance carrier for medications and tests as related to the illness and payable based upon the facility’s usual and customary charges. Co-pays and deductibles for such will be the responsibility of the client.

D. PERSONAL ITEMS: The caregiver will be responsible for the provision of personal clothing and effects for the care receiver.

E. SERVICES: Physical Therapy, Occupational Therapy, Speech Therapy, Audiology, Physician Services, Laboratory, X-rays and other ancillary services, such as hair appointments, are NOT included in the respite agreement. Such services, if used, will be billed to the client or client’s insurance carrier and payable based upon the facility’s usual and customary charges.

IT IS FURTHER AGREED AS FOLLOWS:

INSURANCE
The PROVIDER agrees to procure and maintain at its own expense and without direct expense to the COUNTY, Comprehensive General Liability and Professional Liability both in the amount of ONE MILLION DOLLARS ($1,000,000) per each occurrence and aggregate. In addition, the PROVIDER agrees to procure and maintain at its own expense and without direct expense to the County, Worker’s Compensation and Employers’ Liability as well as Disability benefits.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the PROVIDER is further required to provide a copy of said coverage in a Certificate of Insurance including the following statement: “The county designation as additional insured shall apply to all policy coverage categories and may not be limited in any way.” This Certificate of Insurance must include the term of this Agreement or PROVIDER shall, on or before 30 days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement. Proof of Worker’s Compensation shall be provided as well showing statutory coverage complying with the New York Worker’s Compensation Law.

All insurance carriers providing the above coverages must be licensed to do so in New York State. All such carriers must also be rated no lower than B+ by the most recent Best’s Key Rating Guide or Best’s Agent’s Guide. The certificate shall provide for 30-day cancellation notice and state that the PROVIDER’S coverage shall be primary coverage for the County.

All insurance coverage required to be purchased and maintained by the PROVIDER under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the PROVIDER for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

PROVIDER acknowledges that failure to obtain such insurance on behalf of the COUNTY constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the COUNTY. PROVIDER is to furnish the COUNTY with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

Notwithstanding anything contained herein to the contrary PROVIDER may satisfy any and all insurance requirements in this Agreement by maintaining insurance in accordance with the certificate of insurance attached hereto as Attachment H

HOLD HARMLESS INDEMNIFICATION
The PROVIDER agrees to indemnify and hold harmless the COUNTY, its officers and agents, against all third party liability, judgments, costs and expenses upon any claims arising from the negligence of the PROVIDER,
its agents, officers or employees, in performing the work under this Agreement. Further, The COUNTY agrees
to indemnify and hold harmless the PROVIDER, its officers and agents, against all liability, judgments, costs
and expenses upon any claims arising from the negligence of the COUNTY, its agents, officers or employees, in
performing the work under this Agreement.

As a condition to PROVIDER’S indemnification hereunder, COUNTY will promptly notify PROVIDER of any
claims subject to indemnification and allow PROVIDER to assume the defense of such claims and COUNTY
agrees to cooperate with PROVIDER in the investigation and defense of such claims.

STATUS AS INDEPENDENT CONTRACTOR
Provider shall have the status of an independent contractor, and in accordance with such status, agrees that it
will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to
that any of its officers or employees are officers or employees of the County by reason of this Agreement.
Provider further agrees that it will not make against the County any claim, demand or application to or for any
right or privilege applicable to an officer or employee of the County, including but not limited to Worker’s
Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership
or credit.

ASSIGNMENTS
The PROVIDER shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this contract or
the right, title or interest therein or the power to execute such contract to any other person, company or
corporation without prior written consent of the COUNTY, which consent shall not be unreasonably withheld.

COMPLIANCE WITH APPLICABLE LAWS
The PROVIDER shall have the overall administration and responsibility for carrying out the terms of this
contract and shall comply with all applicable Federal, State and Local statutes, rules and regulations including,
but not limited to:
Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
Older Americans Act
Executive Order 13166 (Improving Access to Services for Persons with Limited English
Proficiency)
Federal Executive Order 11246, as Amended by Executive Order 11375
(Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as
Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination
Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
Equal Access to Services and Targeting Policy (12-PI-08)
Elder Law

The PROVIDER shall furnish services in accordance with applicable requirements of law and shall reasonable
cooperate with the COUNTY as may be required so that the COUNTY shall be able to fulfill its function and
responsibilities in order to meet all of the applicable County, State and Federal requirements pertaining thereto.

NO SMOKING POLICY
By signing this contract Agreement, the PROVIDER certifies that the organization will comply with the
requirements New York State Public Health Law, Section 1399-0 of the Clean Indoor Act, governing smoking
in public places and facilities and will not allow smoking within any portion of any indoor facility or home
while providing services therein. [BR]

NEW FEDERAL OR STATE REQUIREMENTS
In the event that Federal or State Departments issue new or revised requirements to the COUNTY pertaining to services rendered in the performance of this Agreement, then the COUNTY shall promptly notify the PROVIDER of said change(s) and the PROVIDER shall comply with said requirements.

PROHIBITIONS
The PROVIDER agrees that no funds received pursuant to this Agreement will be used to support sectarian, political or lobbying activities.[BR]

NON-DISCRIMINATION
The PROVIDER and COUNTY agree to comply with all applicable rules and regulations regarding non-discrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal Laws, PROVIDER and COUNTY shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

The PROVIDER shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Providers found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, state funding to such Providers shall be terminated and/or administrative fines imposed.

CONFIDENTIALITY
The PROVIDER agrees to comply with all applicable Federal and State requirements governing the confidentiality of all information relating to the client being served, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (P.L. 104-191) requirements. This includes the Standards for Electronic Transactions, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards. The PROVIDER shall also comply with all Applicable HIPAA-related rules and regulations as they are published and as Government requirements are defined. Individuals employed through Allegany Hospital, Inc. will sign a confidentiality agreement.

LANGUAGE ACCESS
The PROVIDER and COUNTY shall inform persons with limited English proficiency (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. The PROVIDER will supply such services as part of their normal operating procedures.[BR]

GRIEVANCES/FAIR HEARINGS
The PROVIDER shall establish a system through which recipients may present grievances about the operation of the service system. The PROVIDER will advise all recipients of this right and will also advise applicants and recipients of their right to appeal.[BR]

BILLING & PAYMENT
The PROVIDER agrees to render services as described in this agreement and will bill ACOFA within sixty (60) days following the discharge date of the client for whom the bill pertains. The PROVIDER further agrees to provide all financial and other related information pertaining to the client and the client’s respite period as requested by ACOFA. Upon receipt of the bill, ACOFA will review and process the bill in accordance with the County and State vouchering processes, not to exceed 45 days. The Allegany County Treasurer’s Office will mail a check to the PROVIDER following this process. Payments will be made in full.

FISCAL DOCUMENTATION

OVERNIGHT NURSING HOME SERVICES AGREEMENT
Page 4 of 19
The PROVIDER agrees to document and maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Expenditures shall be documented and maintained in separate and complete fiscal accounts (in accordance with generally accepted accounting principles) and the PROVIDER shall turn over, upon demand by the COUNTY, all such documentation to the COUNTY.

CASE RECORDS
The PROVIDER shall maintain individual case records for each client. All case records, summaries and other related reports shall be maintained or submitted in a manner satisfactory to the COUNTY and/or the relevant state department or agency. The individual case records for each participant shall be kept and maintained in a confidential manner in compliance with “42 CFR Chapter 1 Part 2” (Public Health Law) and other laws, regulations or guidelines of the Federal, State or Local Government and its agencies.

REPORTING REQUIREMENTS
The COUNTY and the PROVIDER shall, through cooperative efforts, develop forms, procedures and financial controls for carrying out their respective responsibilities under this Agreement. These records shall be subject at all reasonable times for inspection, review or audit by County and State and/or Federal personnel or their authorized representatives. The PROVIDER agrees that it shall make available for audit and inspection by the COUNTY or designated agent, all financial and program records and cooperate with the review or audit entity.

RECORDS RETENTION
The PROVIDER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period.

MONITORING
Per NYS Office for the Aging requirements, the local Office for the Aging must conduct an on-site monitoring (evaluation) related to the parameters of this agreement. The monitoring process is to ensure compliance with all applicable statutes, regulations, policies, and standards. ACOFA will be responsible to provide a summary of the process including any findings to the PROVIDER. The PROVIDER will be responsible to correct any findings noted.

RIGHT OF CANCELLATION: The PROVIDER and ACOFA reserve the right to cancel this agreement upon sixty (60) days notice in writing to the other party. Annual renewal shall be subject to renegotiation of rates prior to the new contract year.

Notwithstanding the above, if, through any cause, the PROVIDER fails to comply with legal, professional, county, federal or state requirements for the provision of services or with the provisions of this Agreement, or if the PROVIDER becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the COUNTY may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the PROVIDER.

The COUNTY shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination, but the COUNTY shall be responsible for payment of all claims for services provided and costs incurred by the PROVIDER prior to termination of this Agreement, that are pursuant to, and after the PROVIDER’S compliance with, the terms and conditions herein, subject to any adjustments the COUNTY may have.

In the event of termination of the Agreement prior to the termination date set forth in the project description, the PROVIDER and ACOFA agree not incur any further obligations pursuant to this Agreement beyond the termination date.
INCORPORATION OF ATTACHMENTS B-H: The PROVIDER and ACOFA agree that to the extent applicable, the requirements set forth in Attachments B-H are made a part hereof and shall govern the rights and responsibilities of the parties hereto.

APPROVED:

________________________________
Thomas A. Miner, Esq.
Allegany County Attorney

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the date herein written.

_________________________________________          Date __________________________

Elderwood at Hornell, LLC

State of New York    )
                    ) ss
County of Allegany  )

On this_________day of_________________, 2016, before me, personally appeared _________________, to me known and known to me to be the same person described in, and who executed the within instrument, and he duly acknowledged to me that he executed the same.

_________________________________________
Notary Public

My commission expires: _______________

_________________________________________          Date________ _______ ___________

Curtis W. Crandall, Chairman
Allegany County Legislature

State of New York    )
                    ) ss
County of Allegany  )

On this_________day of___________________, 2016, before me personally appeared Curtis W. Crandall to me known, who being duly sworn, did depose and say that he/she resides in Allegany County, New York, that he/she is the Chairman of the Allegany County Legislature, the Municipal Corporation described in, and which executed the above instrument; that he/she knows the seal of said legislature; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said County Legislature; and that he/she signed his/her name thereto by like order.

_________________________________________
Notary Public

My commission expires: _______________
ATTACHMENT A

CLIENT NAME: _____________________________________________
ADDRESS: _________________________________________________
CAREGIVER: _______________________________________________
PHONE NUMBER: ___________________________________________
Dates of Respite Stay: ___________________ thru _________________

Approved: _______________________________________________

OF A Staff Signature

___________________________________________
Print Name

Date: _________________________________________________
ATTACHMENT B

ALLEGANY COUNTY STANDARD INSURANCE REQUIREMENTS

Insurance shall be procured and certificates of insurance delivered to the County Attorney's Office, the County department responsible for the agreement, and the Clerk of the County Board of Legislators prior to commencement of work or delivery of merchandise or equipment. The Certificates of Insurance shall be made to the County of Allegany, County Office Building, 7 Court Street, Belmont, New York 14813 must comply with all coverage specifications of the contract; and must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York. The “ACCORD” form certificate may be used, provided the following two additions are added to the form verbatim:

A. ACKNOWLEDGMENT: The insurance companies providing these coverages acknowledge that the named insured is entering into a contract with Allegany County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced above covers the liability assumed under the County-Contractor agreement.

B. Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to Allegany County Attorney’s Office and the County Department requesting this certificate before such change shall be effective, except that five (5) days advance written notice shall be sufficient for Certificates from the State Worker’s Compensation Fund.

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

<table>
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<tr>
<th>Policy</th>
<th>Construction and Maintenance</th>
<th>Professional Services</th>
<th>Property Leased to Others or Use of Facilities or Grounds</th>
<th>Concessionaires Services</th>
<th>Livery Services</th>
<th>All Purposes Public Entity Contracts</th>
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Allegany County shall be named as additional named insured on all policies for purposes of coverage but not the payment of premium.

*The comprehensive general liability can be met by one or more policies or in combination with an excess umbrella liability policy. No umbrella policy is required if underlying coverage is at least $1,000,000.

Bid specifications or particular contracts, leases or agreements may require alternative coverage and limits, which must be evidenced on the certificate in lieu of the coverages specified above.

The expiration date for any claims made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products.
ATTACHMENT C

CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION (PHI)/HIPAA

1. The terms used in this Exhibit, but not otherwise defined in this Agreement, including all Exhibits, shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164.

2. To the extent and so long as required by the provisions of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder at 45 C.F.R. 160 et seq. and 45 C.F.R. 164 et seq. (herein, the Privacy Standards), The Contractor agrees to maintain the confidentiality and security and otherwise appropriately safeguard Protected Health Information (herein sometimes referred to as “PHI”) which is made available to or otherwise obtained by the Contractor pursuant to its performance of its obligations under this Agreement.

3. The Contractor shall, upon request by the County or the client about whom the information is maintained, make PHI available for inspection, copying and/or amendment in conformance with the Privacy Standards. In the case of a request by the County, the Contractor shall make the requested PHI available at such time and in such a manner, as will permit the County to comply with the Privacy regulations or meet such other needs as may be applicable.

4. If the Contractor discloses PHI to a third party pursuant to this Agreement or as required by law, the Contractor shall first obtain:
   a. reasonable assurances that such third party will hold such information confidential as provided in this Agreement; and
   b. an agreement that such third party will immediately notify the Contractor of any breaches of confidentiality of the information.

   The Contractor shall enter into an agreement with any such third party pursuant to which the third party agrees to be bound by the terms of this Agreement applicable to the Contractor and pertaining to protection of health information.

5. The Contractor acknowledges that federal regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 relating to health care electronic transactions and the security of health care information systems or revisions to the Privacy Standards may become effective during the term of this Agreement. If any such regulations become effective during the term of this Agreement which are applicable to the contractual relationship between the Contractor and the County, the Contractor agrees that it will comply in all respects with such regulations and that appropriate contract provisions prescribed by the United States Department of Health and Human Services or other Contractor having jurisdiction over such matters shall be incorporated into this Agreement without further action of the parties.

6. In the event revisions to the Privacy Standards are adopted by the Department of Health and
Human Services that completely exempt the County from imposing the Privacy Standards applicable to Business Associates upon The Contractor, this Exhibit will be void and of no further effect.

7. Except as otherwise limited in this Agreement, and provided that such use or disclosure of PHI would not violate the Privacy Standards if done by the County, the Contractor may, in the performance of its obligations under this Agreement:

a. Use or disclose PHI created or received pursuant to this Agreement as necessary to provide Services pursuant to this Agreement, or

b. Use PHI created or received pursuant to this Agreement for the proper management and administration of the Contractor’s operations (including billing functions) or to carry out the legal responsibilities of the Contractor, or

c. Disclose PHI created or received pursuant to this Agreement for the proper management and administration of the Contractor’s operations (including billing functions), provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached; or

d. Use PHI created or received pursuant to this Agreement to provide data aggregation services relating to the Services provided pursuant to this Agreement; or

e. Use or disclose PHI created or received pursuant to this Agreement as may be required by law.

8. The Contractor will:

a. Not use or further disclose the PHI, except as required by law or as permitted by this Agreement;

b. Use appropriate safeguards to prevent the use or disclosure of the information other than as provided for in this Agreement;

c. Report to the County any use or disclosure of the PHI not provided for in this Agreement, of which it becomes aware;

d. Mitigate, to the extent practicable, any harmful effect that is known to The Contractor of a use or disclosure of PHI by the Contractor in violation of this Agreement;

e. Ensure that any agents, including any subcontractor, to whom it provides PHI created or received pursuant to this Agreement or on behalf of the County agrees to abide by the conditions provided for in this Agreement;

f. Make PHI available to patients in accordance with the Privacy Standards (45 C.F.R. 164.524);
g. Make PHI available to patients for amendment and incorporation of any amendments to PHI in accordance with the Privacy Standards (45 C.F.R. 164.526);

h. Make available to the County information required to provide an accounting of disclosures, or provide an accounting of disclosures to an individual in accordance with the Privacy Standards (45 C.F.R. 164.528);

i. Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received on behalf of the County, available to the County or at the request of the County, to the Secretary of the United States Department of Health and Human Services, at a time and in a manner designated by the covered entity or the Secretary, for the purpose of determining the County’s compliance with 45 C.F.R., Subpart E.

j. In the event of non-renewal or termination of this Agreement, the Contractor will, if feasible, return or, if permissible under applicable law, rules and regulations destroy all PHI received from the County, or created or received by the Contractor on behalf of the County, which is still maintained by the Contractor in any form, and retain no copies of such information unless required to do so by law. In the event such return or destruction is not feasible, the Contractor shall extend the protections of this Agreement to the PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

9. If the Contractor conducts, on behalf of the County, any transactions covered by 45 C.F.R. 162, “Administrative Requirements”, the Contractor shall conduct such transaction as a “standard transaction” and shall comply with, and shall require any agent or subcontractor to comply with, all applicable requirements contained therein, as required pursuant to 45 C.F.R. 162.923.

10. Notwithstanding any conflicting provision in this Agreement, the County reserves the right to terminate this Agreement immediately upon notice to the Contractor if it determines that the Contractor has violated any material term of this Agreement pertaining to the safeguarding of PHI pursuant to the Privacy Standards.
CONFIDENTIALITY OF MEDICAID CONFIDENTIAL DATA

In the performance of the services pursuant to this Agreement the CONTRACTOR may receive Medicaid Confidential Data (MCD). MCD includes, but is not limited to, names and addresses of Medicaid applicants/recipients, the services provided, both medical and non-medical, social and economic conditions or circumstances, the COUNTY’S evaluation of personal information, medical data, including diagnosis and past history of disease and disability, any information regarding income eligibility and amount of medical assistance payment, income information, and/or information regarding the identification of third parties. Income information received from the STATE OF NEW YORK, COUNTY, SOCIAL SECURITY ADMINISTRATION, INTERNAL REVENUE SERVICE, or any other entity providing information hereunder, must be safeguarded in accordance with the requirements of the Contractor that furnished the data and any and all state and federal statutes, rules or regulations. Any information received in connection with the identification of legally liable third party resources shall be kept confidential. Each element of Medicaid Confidential Data is confidential regardless of the document or mode of communication or storage in which it is found.

This Contract may involve the MCD of Medicaid recipients and possibly applicants, both of which are confidential pursuant to Section 367b(4) of the New York State Social Services Law, 42 USC Section 1396(a)(7), Section 1902(a)(7) of the Social Security Act and 42 CFR Section 431.300 et seq.

NO DISCLOSURE OF MCD IN YOUR POSSESSION CAN BE MADE TO ANY OTHER PERSON OR ENTITY WITHOUT THE PRIOR WRITTEN PERMISSION OF THE NEW YORK STATE DEPARTMENT OF HEALTH, MEDICAID CONFIDENTIAL DATA REVIEW COMMITTEE, AND THE COUNTY. LIKewise, NO USE(S), OTHER THAN THE USES OF MCD APPROVED IN THIS AGREEMENT, CAN BE MADE WITHOUT THE PRIOR WRITTEN PERMISSION AND APPROVAL OF THE NEW YORK STATE DEPARTMENT OF HEALTH, MEDICAID CONFIDENTIAL REVIEW COMMITTEE, AND THE COUNTY.

Also, pursuant to Section 367(b)(4) of the New York State Social Services Law, information relating to PERSONS APPLYING FOR MEDICAL ASSISTANCE shall also be considered confidential and shall not be disclosed TO persons or agencies without the prior written approval of the New York State Department of Health and the County.

AIDS/HIV CONFIDENTIALITY RESTRICTIONS

The Medicaid Confidential Data which may be disclosed to you pursuant to this Agreement may contain HIV related confidential information, as defined in Section 2780(7) of the New York State Public Health Law. As required by New York State Public Health Law Section 2782(5), you are hereby provided with the following notice:

HIV/AIDS NOTICE

THIS INFORMATION HAS BEEN DISCLOSLED TO YOU FROM CONFIDENTIAL RECORDS WHICH ARE PROTECTED BY STATE LAW. STATE LAW PROHIBITS YOU FROM MAKING ANY FURTHER DISCLOSURE OF THIS INFORMATION WITHOUT THE SPECIFIC
WRITTEN CONSENT OF THE PERSON TO WHOM IT PERTAINS, OR AS OTHERWISE PERMITTED BY LAW. ANY UNAUTHORIZED FURTHER DISCLOSURE IN VIOLATION OF STATE LAW MAY RESULT IN A FINE OR JAIL SENTENCE OR BOTH. A GENERAL AUTHORIZATION FOR THE RELEASE OF MEDICAL OR OTHER INFORMATION IS NOT SUFFICIENT AUTHORIZATION FOR THE DISCLOSURE.


ALCOHOL AND SUBSTANCE ABUSE RELATED CONFIDENTIALITY RESTRICTIONS

Any alcohol and substance abuse information disclosed to you pursuant to this Agreement is confidential under 42 CFR Part 2. General authorizations are ineffective to obtain the release of such data. Federal regulations provide for a specific release for such data.

ANY AGREEMENT, CONTRACT OR DOCUMENT WITH A SUBCONTRACTOR MUST CONTAIN ALL OF THE ABOVE PROVISIONS PERTAINING TO CONFIDENTIALITY. IT MUST CONTAIN THE HIV/AIDS NOTICE AS WELL AS A STATEMENT THAT THE SUBCONTRACTOR MAY NOT USE OR DISCLOSE THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CONTRACTOR AND COUNTY.
ATTACHMENT E

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with all applicable Federal laws, including the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in 41 CFR Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 28 CFR Part 41, 45 CFR Parts 74, 84 and 93, 45 CFR 1355.30 and 45 CFR 1356.30.

If the Contractor expends $300,000 or more in a year in federal funds from all sources, audits shall be conducted as required by OMB Circular A-133.

In addition to all prior certifications, warranties and guarantees herein, as required by Federal Executive Order No. 12549, and prescribed by Federal Regulations, including 40 CFR Part 32, the Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this or other covered transactions by any Federal department or agency;

2. Have not within a 3 year period prior to the execution of this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract, including any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 above;

4. Have not within a 3 year period prior to the execution of this contract had one or more public transactions (Federal, State or local) terminated for cause of default.

If the Contractor is unable to certify to any of the statements numbered 1 through 4 above, a written explanation shall be submitted to the County.
ATTACHMENT F

EQUAL ACCESS AND TARGETING POLICY

1) Statues, Regulations, and Policies: The Agency agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local Laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
Civil Rights Act of 1964, Title VI, as amended (43 U.S.C. 2000-d et. seq.)
Older Americans Act

Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)

Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and other Factors)

Equal Access to Services and Targeting Policy (12-PI-08)
Elder Law

2) Targeting. The Agency, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Office for providing services to the above groups within the PSA. The Agency agrees to concentrate the services on older adults in the targeted populations identified by the Office following the methods the Agency has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

3) Language Access: The Agency shall inform persons with limited English proficiency (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 Agency shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4) Conformance with Office Area Plan: To the extent that the contract with the Office is for a program or service funded under the Area Plan, the Agency agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The Office agrees to make the Area Plan available to the Agency.
5) The Agency agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Agency shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the Office, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.
ATTACHMENT G

Standard Terms and Conditions for Aging Programs and Services Contracts

1. **Statutes, Regulations, and Policies:** The Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local Laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

   Rehabilitation Act of 1973, Sec. 504 (29 U. S. C. 794, Nondiscrimination)
   Civil Rights Act of 1964, Title VI, as amended (43 U. S. C. 2000-d et. Seq.)
   Older Americans Act
   Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
   Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
   Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
   Equal Access to Services and Targeting Policy (12-PI-08)
   Elder Law

2. **Targeting.** The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their needs for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

3. **Language Access.** The Contractor shall inform persons with limited English proficiency (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 of similar community arrangements 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.
4. **Conformance with AAA Area Plan:** To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

5. 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 limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.
MONTHLY REPORT TO THE HUMAN SERVICES COMMITTEE

Submitted January 4, 2017

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Child Protective Services

| Hotline Calls | 52 | 54 | 64 |
| Total Active Cases | 153 | 126 | 143 |

Foster Care & Adoption Services

| Number children in DSS care | 90 | 61 | 62 |
| Number of children in OCFS  | 0  | 0  | 0  |
| Relative Placement           | 15 | 13 | 13 |
| PINS Reform                  | 11 | 8  | 11 |

Preventive Services

| Total number receiving services | 47 | 49 | 49 |

Adult Protective/Preventive Services

| Protective Open Cases | 25 | 22 | 19 |
| Preventive Open Cases | 6  | 4  | 2  |

Home Care & Related Services

| Personal Care Cases | 44 | 40 | 39 |
| Other (Care at Home/Private Duty) | 3  | 2  | 3  |
| Long Term Care Cases | 20 | 0  | 0  |
| CDPAP Cases          | 36 | 26 | 28 |

Respectfully Submitted,

Vicki L. Grant, MSW
Commissioner

Monthly Report January, 2017
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<td>$108,557.26</td>
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<tr>
<td>TANF Grant Savings</td>
<td>$151.00</td>
<td>$423.00</td>
</tr>
<tr>
<td>Total Savings</td>
<td>$30,269.48</td>
<td>$248,026.94</td>
</tr>
</tbody>
</table>
Request to Fill Position Form

Date: 1/4/2017

Request to Fill: Title of Position: Senior Typist (RESULT OF A RESIGNATION)
Dept.: Social Services

Will any positions be eliminated? NO
If yes, which position(s):

This position is an:
Existing position? x Newly Created Position? ______ Created by Resolution #: ______

This position will be:

This position will be:
Non Union? ______ Union? x covered by the AFSCME bargaining unit.

Grade: 7 Step: Base ______ Hourly pay rate: $15.3008 ______
Annual salary of position: $27,955
Cost of benefits for position: 48%

Does position support a mandated program/grant? yes Name of program: TANF, MA, SNAP, Child Welfare Programs

Source of funding for position: 38% County 10% State 52% Federal ___% Other

Source of funding for benefits: 38% County 10% State 52% Federal ___% Other

Amount in 2017 year’s budget for this position: $29,180

Rationale justifying the need to fill this position at this time. Please include in your rational where applicable:

1. The specific duties that cannot be accomplished by another employee. Answering all calls coming into the switchboard, pulling CPS reports, required clerical support duties for all programs.

2. The goals your organization will not be able to accomplish as a result of not filling this position. Ability to meet state and federal requirements.

3. The funding available to fill the position from external sources. 10% state funding, 52% federal funding

4. The benefit to the County generated by this specific position. Ability to meet state and federal requirements.

Department Name: [Signature] Date: 12/27/16

County Administrator Authorization: [Signature] Date: 12/27/16

Approved by the Ways and Means Committee on

Pursuant to Resolution No. 146-63
Form Amended September 27, 2016