

NF- IA-04-20

INFORMATION & ASSISTANCE PROGRAM AGREEMENT

This Agreement is hereby made to commence at 12:01:01 a.m. on the 1st day of January, 2020 and to terminate at 11:59:59 p.m. on the 31st day of December, 2022 by and between NIAGARA COUNTY, N.Y. (hereinafter referred to as the "COUNTY"), acting through its agent, THE OFFICE FOR THE AGING (hereinafter referred to as "OFA"), whose administrative offices are located at 111 Main Street, Suite 101, Lockport, NY 14094, and the CITY OF NIAGARA FALLS, 1201 Hyde Park Blvd., Niagara Falls, NY 14301 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

Whereas, acting in its official capacity as Niagara County's Area Agency on Aging as defined in the federal Older American's Act of 1965 and designated by the New York State Office for the Aging, the Niagara County Office for the Aging desires to ensure the provision of **Information and Assistance Services** for persons sixty (60) years and older who reside in Niagara County and meet OFA eligibility criteria, and

Whereas, the CONTRACTOR has demonstrated the capacity to provide such service(s) as defined in said regulations and holds the necessary licenses and certifications to perform the work, now, therefore be it

Resolved, that in consideration of the mutual covenants contained herein, it is mutually between these parties agreed and understood as follows:

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

1. The CONTRACTOR agrees to provide **Information and Assistance Services** to persons sixty (60) years old or older who meet OFA eligibility requirements.
2. The CONTRACTOR shall supply all statistics, records and information relevant to this contract as required by the COUNTY and this shall include reports on services provided, vouchers and other information which demonstrates delivery of services. The CONTRACTOR shall assist Niagara County staff with annual on-site review of services, documentation of expenditures, and accounting practices.
3. The CONTRACTOR shall submit required reports electronically using web-based reporting system.
4. The CONTRACTOR shall ensure compliance with Affirmative Action and Equal Employment laws. The CONTRACTOR agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended, with Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Assistance," and with Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as contained in 41 CFR Part 60 and/or any other Federal or State regulations or laws.
5. The CONTRACTOR shall observe all applicable Federal and State requirements relating to confidentiality of records and information, including but not limited to HIPPA regulations, and agrees not to allow examination of records or disclosure of information with the exception that examination of records by the COUNTY and/or State or Federal authorities may be necessary to assure that the purposes of this Agreement may be effectuated, and also to otherwise comply with the COUNTY'S obligations under law will be allowed.

TARGETING AND NONDISCRIMINATION:

1. Statutes, Regulations and Policies: The CONTRACTOR agrees that all 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, Section 504 (19 U.S.C. 704, Nondiscrimination) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 (8/4/92)
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

2. Targeting: The CONTRACTOR, to the maximum extent feasible, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the planning and service area (PSA).
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 or similar community arrangement with a language interpretation services provider of their choice. The CONTRACTOR shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
4. Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or services 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 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.

COMPENSATION:

1. The COUNTY, acting through the OFA as agent, shall compensate the CONTRACTOR for services rendered with respect to the performance of this contract upon submission by the CONTRACTOR of properly executed and documented County vouchers. Total payment hereunder shall not exceed **\$9,025.00, per year,**
2. The CONTRACTOR shall maintain all 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. These records shall be subject for review or audit by the COUNTY and/or those duly authorized by Niagara County.
3. As per standard County policy, any vouchers for services rendered more than twenty (20) days old will not be accepted by the COUNTY, nor will reimbursement be made on such vouchers.
4. Two copies of the vouchers and invoices, with one invoice being an original document, must be provided by the CONTRACTOR to OFA prior to payment. All expenses must be in accordance with those authorized by the COUNTY, with the OFA as agent. Vouchers will be forwarded to the COUNTY for verification prior to payment.

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DURATION, LIMITATIONS AND AMENDMENTS:

1. The parties agree that this Agreement shall commence at 12:01:01 a.m. on the 1st day of January, 2020 and terminate at the stroke of midnight on the 31st day of December, 2022.
2. The parties agree that this Agreement shall terminate automatically upon default in funding by the NY State Office for the Aging, and that furthermore this Agreement may be terminated by either party at its discretion upon thirty (30) days written notice to the other party. In the event that funding dollars are reduced to the COUNTY from its funding sources, the same percentage of adjustment shall be reflected in applicable funding dollars that the COUNTY forwards to the appropriate contracted service provider.
3. The parties agree that this Agreement may be amended whenever determined necessary by the COUNTY and the CONTRACTOR, so long as such amendments are approved by the New York State Office for the Aging. All such amendments must be made in writing, duly signed by both parties and annexed to this Agreement.

LIABILITY AND LOSS:

1. CONTRACTOR agrees to defend and indemnify the County of Niagara, their officers and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by CONTRACTOR, or its sub consultant, under this contract; provided, however, that CONTRACTOR shall not be required to indemnify the County with respect to such risks to the extent caused by the negligence or intentional misconduct of the County or the County's consultants, over whom CONTRACTOR has no authority or control.
2. CONTRACTOR by agreeing to defend the County of Niagara as set forth above, agrees that if the County of Niagara receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then CONTRACTOR agrees to pay all attorney fees and expenses; the selection of such attorney to represent Niagara County shall be the sole and exclusive determination of Niagara County.
3. The relationship of CONTRACTOR to COUNTY shall be that of independent contractor. CONTRACTOR agrees to conduct all work in relation to this Agreement in accordance with the status of independent contractor, and agrees to make no claims by reason thereof to be an officer or employee of COUNTY and further holding no rights to make any claim, demand or application to or for any right or privilege applicable to an officer or employee of COUNTY, including but not limited to Workmen's Compensation coverage, or retirement membership credits.

INSURANCE:

GENERAL REQUIREMENTS: Before commencing work, the CONTRACTOR agrees to furnish evidence such as a Certificate of Insurance, acceptable to the COUNTY, that it has procured and will maintain, at its own expense, insurance in the kinds and amounts hereinafter specified. The COUNTY is defined as Niagara County, its agents, officers and employees.

A Certificate of Insurance must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the County of Niagara.
- Name the certificate holder as **County of Niagara, 111 Main Street, Suite 102, Lockport, NY 14094.**
- Name the County of Niagara, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to the Niagara County Director of Risk Management, 111 Main Street, Lockport, NY 14094.
- Insurance carriers should be admitted in the State of New York, unless an exception is approved by Niagara County.
- The Certificate of Insurance shall be submitted to the Niagara County Office of Risk Management for compliance review, approval and retention at least thirty (30) days prior to the start of work.


SPECIFIC REQUIREMENTS: The CONTRACTOR agrees to provide the following minimum insurance types, documentation and limits acceptable to the COUNTY:

Contracted Services

<u>Coverage and Documents</u>	<u>Limits</u>
A. General Liability (GL)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
B. Auto Liability	\$1,000,000 Combined Single Limit
C. Excess/Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate
D. Workers' Compensation and Employers Liability CE-200, C-105.2, or SI-12	Statutory Limits
E. Disability Benefits CE-200, DB-120.1, DB-820/829 or DB-155	Statutory Limits

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have hereby set their hands and seals to be made effective the first date of this Agreement:

By:  Date 1/17/2020
Chairman, Niagara County Legislature

By: _____ Date _____
City of Niagara Falls

APPROVED AS TO FORM:

By:  Date 1/13/2020
Assistant Niagara County Attorney