

# **New York State Office for the Aging**

**ATTACHMENT A Annual Implementation Plan  
STANDARD ASSURANCES  
April 1, 2014- March 31, 2015**

**Covering the following programs:**

**Title III-B of the Older Americans Act**

**Titles III-C-1 and III-C-2 of the Older Americans Act**

**Title III-D of the Older Americans Act**

**Title III-E of the Older Americans Act**

**Title V of the Older Americans Act**

**New York State Expanded In-Home Services For The Elderly Program (EISEP)**

**Community Services For The Elderly Program (CSE)**

**Congregate Services Initiative (CSI)**

**Wellness in Nutrition (WIN)**

**State Transportation Program**

**Caregiver Resource Center (CRC)**

**Health Insurance Information Counseling And Assistance Program (HIICAP)**

**Senior Medicare Patrol (SMP)**

## **Standard Assurances Applicable to All Programs**

1. **Statutes, Regulations, and Policies:** The area agency on aging (AAA) assures that all its activities under this Annual Implementation Plan (hereafter referred to as “Plan”) 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.

### ***Federal Statutes, Regulations, and Policies***

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 *et. seq.*)  
2 CFR Part 225 (*Cost Principles for State and Local Governments*)  
2 CFR Part 376 (*Nonprocurement Debarment and Suspension*)  
20 CFR Part 641 (*Provisions Governing the Senior Community Service Employment Program*)  
29 CFR Part 37 (*Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998*)  
45 CFR Part 74 (*Administration of Grants*)  
45 CFR Part 84 (*Nondiscrimination on the basis of Handicap*)  
45 CFR Part 92 (*Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*)  
45 CFR Part 93 (*New Restrictions on Lobbying, see 91-PI-5 [1/24/91]*)  
45 CFR Part 1321, Subparts A-D (*Grants to State and Community Programs on Aging*)  
Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. .621, *et seq.*)  
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.*)  
Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e, *et seq.*)  
Equal Pay Act of 1963, as amended (29 U.S.C. 206)  
Hatch Act (5 U.S.C. 1501, *et seq.*)  
Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8601, *et seq.*)  
Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, *Nondiscrimination*)  
Single Audit Act Amendments of 1996 (31 U.S.C. 7501, *et seq.*)  
Uniform Relocation and Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. 4601 *et seq.*)  
Office of Management and Budget (OMB):  
OMB Circular A-95 (*Clearinghouse Review*)  
OMB Circular A-102 (*Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments*)  
OMB Circular A-110 (*Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations*)  
OMB Circular A-122 (*Cost Principles for Non-profit Organizations*)  
OMB Circular A-133 (*Audits of State and Local Government and Non-Profit Organizations*)  
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 Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

## **State Statutes, Regulations, and Policies**

New York State Elder Law

New York State Office for the Aging Rules and Regulations (*9 NYCRR Parts 6651, 6652, 6653, 6654, 6655 and 6656*)

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*)

Public Officers Law (*Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program*)

Executive Law, Article 7-A (*Registration and reporting provisions required of Charitable Organizations*)

Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])

NYSOFA Nutrition Program Standards (*90-PI-26 [5/17/90]*)

Legal Assistance Standards (*94-PI-52 [12/29/94]*)

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

2. **Program Implementation:** The AAA identified in this Plan has the authority and the responsibility for effective implementation of Titles III and V of the OAA, Community Services for the Elderly (CSE), Expanded In-Home Services for the Elderly Program (EISEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), , State Transportation Program, Health Insurance Information Counseling and Assistance Program (HIICAP), and Caregiver Resource Center (CRC) programs and to support Title VII and the State Long Term Care Ombudsman Program (LTCOP). This AAA agrees to carry out directly or through contractual or other agreements, programs in its planning and service area (PSA) as detailed in this Plan, and Title III-B, Title III-C, Title III-D, Title III-E, Title V, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications for Funding (Applications).
3. **Changes to this Plan:** The AAA assures that it shall submit for approval to NYSOFA necessary documentation for changes, additions, or deletions to this approved Plan, and the Title III-B, Title III-C, Title III-D, Title III-E, Title V, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications.
4. **Utilization of Funding:** The AAA understands and agrees that it shall apply only for funds which are necessary to meet the specific needs of older adults within its PSA for the next year and understands that NYSOFA shall not award any funds which cannot be so utilized.

**5. Approved Costs, Budget Modifications:**

A. **Expenditures:** The AAA agrees that expenditures shall be made only for authorized items of expense contained in the budget section of the approved Applications. Cost overruns up to \$1,000 or 10% (whichever is greater) for an individual budget category for authorized items of expense will be allowed as long as the total costs do not exceed the total amount of the grant. If and when expenditures in excess of \$1,000 for items not previously budgeted (e.g., equipment, personnel or contractor items) become necessary, the AAA shall submit a written request to NYSOFA and await NYSOFA approval before making such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than \$1,000 or 10%, whichever is greater, a budget modification must be approved in writing by NYSOFA before these costs will be reimbursed. (See 05-PI-09 [6/15/05].)

B. **Equipment Disposition:** If equipment costing \$1,000.00 or more is purchased with any Federal or State funds under this Plan, and the equipment is no longer needed for activities supported by such Programs, NYSOFA reserves the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults.

6. **Vouchering:** The AAA agrees that State Vouchers submitted for reimbursement of expenses incurred in the conduct of this Agreement will not include any expenses which have been, or will be, reimbursed from other sources (e.g., other Federal or State funds). The AAA shall file claims for all payments on a timely basis in accordance with procedures promulgated by NYSOFA. The AAA agrees to accept payments electronically as required by New York State for expenses incurred and will enroll in the OSC (Office of the State Comptroller) electronic payment program, unless a request for Exemption from Electronic Payment is approved by NYSOFA.

7. **Access to Records:** The AAA agrees to maintain appropriate programmatic and fiscal records for the programs included under this Plan. Such records must be retained for six years after final payment is made. Authorized representatives of the Administration on Aging/Administration for Community Living (AoA/ACL), the New York State Comptroller or his authorized representatives and staff of NYSOFA shall have access to and right to examine all books, documents, and all pertinent materials of the AAA related to the programs included under this Plan. In addition, the AAA shall provide access to other federal and state governmental agencies at the request of NYSOFA.

8. **Indemnification:** The AAA agrees to hold NYSOFA and the State of New York harmless and indemnify it from liability for actions the AAA takes under this Plan. In the event any claim is made or any action is brought against NYSOFA or the State of New York, arising out of negligent or careless acts or any neglect, fault or default of an employee, agent, independent contractor, trustee or volunteer of the AAA, either within or without the scope of his/her employment or scope of authority, or arising out of the AAA's negligent performance, NYSOFA shall have the right to withhold further payments for the purpose of set-off in sufficient sums to cover the said claim or action and accompanying litigation costs. The rights and remedies of NYSOFA provided for in this Standard Assurance shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Plan.

9. **Personal Client Information:** The AAA agrees that personal information relating to individuals who apply for or receive services pursuant to this Plan shall be kept confidential by the AAA and shared on a need-to-know basis only with AAA and contractor staff for purposes of providing programs and services. Such information can be shared with entities outside those involved in delivering programs and service only with the informed consent of the individual served or pursuant to a court order or when there is deemed to be actual and immediate danger to the health or welfare of the individual.

## 10 Contracts

### 10.1 AAA Responsibilities for Contract administration

- A. **Minority and Women Owned Business (M/WBE) Contracts:** The AAA assures that it will comply with all federal, state and local laws regarding opportunities for minority owned/operated and women owned/operated organizations.
- B. **Technical Assistance:** The AAA shall provide technical assistance and information in a timely manner to all contractors.
- C. **Contract Approval:** The AAA shall formally enter into contracts in accordance with the Contractor Roster contained in this Plan. The AAA shall not execute a contract with a profit making entity for the delivery of OAA and/or CSE services until NYSOFA has approved the contract. All contracts shall be written in accordance with Federal, State and Local standards and a copy of the fully executed contract (including budgetary information) shall be forwarded to NYSOFA no later than thirty (30) days after the execution date of the contract. The AAA shall maintain contracts for all contractors as well as supporting documentation for all vouchers from contractors. All contracts must be accompanied by a completed Contract Transmittal Form, (see 96-PI-09 [2/15/96] and 97-PI-04 [1/29/97] for which references to “subcontractor” should be understood to be “contractor” for purposes of the AAA’s contracts related to its AIP).
- D. **Contract Monitoring:** The AAA shall monitor its contractors to ensure that contractors perform in accordance with the requirements of federal, state and local laws, regulations and guidance documents (including AoA/ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan and make expenditures only for authorized items of expense contained in the approved budgets. The AAA shall further ensure that if and when other than authorized expenditures become necessary, the contractor shall request and await AAA approval before incurring such expenditures. The AAA shall submit a copy of this revision to NYSOFA within 30 days of its effective date.
- E. **Funding Limitations:** The AAA may approve a contract that extends beyond the renewal date of an Application. In approving a contract beyond the renewal date of an Application, the AAA should not make a commitment that may exceed next year's annualized funding level, and the contract must state that it is contingent upon provision of funding to the

AAA in the subsequent year.

- F. **Data and Programming:** The AAA assures that any service, product, report or other information generated by a computer or otherwise supplied under this Plan provided by the AAA to NYSOFA or other state or Federal agencies shall, when used in accordance with supplied documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations.

Any services or products purchased with funds under this Plan shall come with a warranty that those services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various date/time transitions including leap year calculations.

The supplier of such services shall be responsible for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

- G. **Conformance with This Plan:** The AAA agrees that all contracts, including contractor's subcontracts, funded under this Plan shall contain a provision that the work will be performed in accordance with the terms of this Plan, and further agrees to make such Plan available to its contractor for such purposes.

- H. **Integrity and Public Purpose:** The AAA shall maintain the integrity and public purpose of services provided, and service providers, under the OAA in all contractual and commercial relationships.

- I. **Disclosure of Contractors and No Diminishment of Services:** The AAA shall:

- 1) disclose to the Assistant Secretary of the AoA/ACL and the Director of the State agency:
  - a) the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older adults; and
  - b) the nature of such contract or such relationship;
- 2) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under the OAA by the AAA has not resulted and will not result from such contract or such relationship; and
- 3) demonstrate that the quantity or quality of the services to be provided under the OAA by the AAA will be enhanced as a result of such contract or such relationship.

- J. **Use of OAA Funds:** The AAA agrees that funds received under the OAA shall not be used to pay any part of a cost (including an administrative cost) incurred by it to carry out

a contract or commercial relationship that is not carried out to implement the OAA.

- K. **Receipt of OAA Services:** The AAA agrees that preference in receiving services under the OAA shall not be given by such agency to particular older adults as a result of a contract or commercial relationship that is not carried out to implement the OAA.
- L. **Focal Points:** The AAA shall specify, in grants, contracts or agreements implementing the Plan, the identity of each focal point so designated.
- M. **AAA Funding Liability:** The AAA assures that its contracts with providers shall provide that all payments to be made thereunder are subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets.
- N. **Record Maintenance:** The AAA will require all contractors to maintain records and make reports in such form and containing such information as may be required by the AAA and NYSOFA. The AAA will require all contractors (including contractor's subcontractors) to maintain such accounts and documents as will permit expeditious determination to be made at any time of the status of award funds, including the disposition of all monies received from the AAA and the nature of all expenditures claimed against such funds.

## 10.2 AAA Contract Requirements.

- A. AAA assures that its contracts with providers of services shall include, and that its contractors will include in any subcontracts, the following provisions in addition to the provisions specified in B below:
  - 1) **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 PSA.
  - 2) **Language Access.** The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by Limited English proficiency persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
  - 3) **Contributions.** The Contractor shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Contractor shall use all collected contributions to expand the service for which the

contributions were given to supplement the funds received under the OAA.

- 4) **Client Needs.** The Contractor shall assist participants in taking advantage of benefits under other programs.
- 5) **Non-duplication.** The Contractor assures that the services it provides are coordinated and do not unnecessarily duplicate services provided by other sources.

B. AAA assures that its contracts, and its contractor's subcontracts shall include the following provisions:

- 1) **Reporting.** The Contractor shall provide the AAA with timely information needed to satisfy reporting requirements as specified by NYSOFA;
- 2) **Record Retention and Accessibility.** The Contractor agrees to maintain appropriate records and to retain them for six years after final payment is made. The Contractor agrees to provide access to all books, documents and all pertinent materials related to the contract for examination to authorized representatives of the AoA/ACL, the New York State Comptroller or his representatives and staff of NYSOFA and/or the AAA.
- 3) **Confidentiality.** The Contractor agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of services pursuant to the contract, such information will be kept confidential and shared with the AAA; or with other entities upon the consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by federal or state laws.
- 4) **AAA Funding Liability.** Payment to the Contractor is subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets. To the extent that the contract extends beyond the renewal date of AAA's Application, it is contingent upon provision of funding to the AAA in the subsequent year.
- 5) **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.
- 6) **Warranty for Data and Programming.** The Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various time/date transitions including leap year calculations. The Contractor accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

- 7) **Responsibility.** The Contractor certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 CFR Part 376, regarding nonprocurement debarment and suspension concerning public (Federal, State or local) transactions. If necessary, the Contractor will submit an explanation of why it cannot provide this certification.
  
- 8) **Subcontracts.** If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the AAA under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and federal and state law.

**10.3 AAA Contract Requirements for OAA Title III Programs.** The AAA agrees to include the following provision in its contracts for OAA Title III programs and services:

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.

11. **Responsibility:** The AAA certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2CFR Part 376, regarding nonprocurement debarment and suspension concerning public (Federal, State, or local) transactions. If necessary, the AAA will submit an explanation of why it cannot provide this certification.
  
12. **Due Recognition:** The AAA agrees that any program, public information materials, or other printed or published materials on the work of or funded by these programs shall give due recognition to NYSOFA and as appropriate AoA/ACL.

AAAs agree that all materials developed by the AAA or its contractors in connection with programs funded under this Plan shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.

13. **Public Information:** The AAA shall provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this Plan is effectively and appropriately disseminated throughout the PSA. The AAA shall provide information to the public upon request. Where appropriate, the AAA shall make public information available in the primary languages of the client populations. Public information shall also be made accessible to persons with disabilities, including those with hearing and vision impairments.
  
14. **Limited English Proficiency:** The AAA agrees to comply with 87-PI-8 [2/5/87] and 12-PI-8 [7/17/12], and in each PSA in which a substantial number of older adults of limited English proficiency reside, the AAA shall:
  - A. utilize in the delivery of outreach services under section 306(a)(2)(A), the services of workers who are fluent in the language spoken by a predominant number of such older adults who are of limited English proficiency and
  - B. designate an individual employed by the AAA, or available to such AAA on a full-time basis, whose responsibilities will include:
    - 1) taking such action as may be appropriate to assure that counseling assistance is made available to such older adults who are of limited English proficiency in order to assist such older adults in participating in programs and receiving assistance under the OAA; and
    - 2) providing guidance to individuals engaged in the delivery of supportive services under this Plan to enable such individuals to be aware of cultural sensitivities and to effectively take into account linguistic and cultural differences.
  
15. **Propriety of Services:** With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA shall:
  - A. Refrain from using funds to advance any sectarian effort and ensure that any services to be provided under this Plan shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services;
  - B. Refrain from using funds to advance any partisan candidate or effort; however, the AAA shall ensure that its providers, including senior centers and facilities, grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19 [9/24/02];
  - C. Refrain and prevent the use by others under its control of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
  - D. Refrain from and prohibit any others receiving funds under this Plan for services or activities for older adults from attempting to coerce or advise other persons to contribute

- anything of value to a party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices;
- E. Conduct periodic evaluations and public hearings on activities carried out under the Plan. In addition, the AAA assures that it has held a public hearing on this Plan as required by NYSOFA regulations and has submitted the Plan to its Advisory Council for review and comment prior to submission to NYSOFA;
  - F. Be an advocate for older adults in its PSA and monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect older adults; its efforts shall include planning, information sharing, coordination, interagency linkages, monitoring and evaluation to achieve a comprehensive, community-based system for serving older adults;
  - G. Identify and support (i.e., provide technical assistance, counseling) public and private nonprofit entities involved in the prevention and treatment of elder abuse and determine the need for such services;
  - H. Conduct internal monitoring of directly provided services and monitoring of contracted services. At a minimum, the AAA must conduct at least one on-site monitoring of each contractor every year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies and standards, including the non-discrimination requirements, in their provision of services to the client population. (See 99-PI-20, [8/5/99].) In the event that the contractor has subcontracted the provision of direct services to another entity, the AAA will monitor such direct provider to assure compliance with applicable laws and standards. This does not include the LTCOP program which is monitored by the Office of the State Ombudsman.

## **16. Equal Access to Services and Targeting:**

### **16.1 Equal Access**

- A. AAA agrees to comply with requirements for equal access to programs and services funded under the OAA and New York State law. Equal access includes language accessibility, nondiscrimination and concentration of services on target populations as required in the OAA, NYS regulations, other relevant laws and NYSOFA policies. AAA agrees that it will **not**, based on race, color, or national origin exclude any person from participation in; deny the benefits of; or subject any person to discrimination, under any program or activity receiving federal financial assistance. AAA will make every effort to comply with Civil Rights Act Title VI including provision of translation or interpretation services necessary for participation in federally assisted programs or activities by persons that have limited English proficiency.
- B. With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA shall serve any older adults and ensure equal access for participation, services, activities, and informational sessions without regard to Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Arrest or Conviction Record, Predisposing Genetic Characteristics or Victims of

Domestic Violence.

- C. AAA agrees to examine the services it provides, identify any need for services to those with limited English proficiency, and develop and implement a system to provide those services so persons with limited English proficiency can have meaningful access in compliance with Federal Executive Order 13166.
- D. With regard to language accessibility, AAA agrees that it will:
  - 1) Ensure that limited English proficiency persons are informed at service locations of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by persons with limited English proficiency.
  - 2) At a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice.
  - 3) Ensure all aging services staff with public contact are aware and trained in the timely and appropriate use of these and other available language services.
  - 4) Report on the telephonic interpretation service which it has established in this Annual Implementation Plan under the section entitled, “Demographic Data and Targeting Objectives” as required in 12-PI-08.
  - 5) Make available vital documents, as defined in 12-PI-08 translated into the languages spoken by a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, for individuals in need of services or information in a language other than English for effective communication.
- E. The AAA will comply with Section 504 of the Rehabilitation Act of 1973 (applicable to programs or activities that receive federal financial assistance) and Titles II (covering all services, programs, activities conducted by public entities) and III (covering private entities, including non-profits, that are considered places of public accommodation including, but not limited to health related offices and senior centers) of the Americans with Disabilities Act (ADA). AAA shall not discriminate against persons with disabilities in the provision of benefits or services or the conduct of programs or activities. The AAA will require its contractors to likewise comply with Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the ADA.

16.2 **Targeting:** The AAA will set specific targeting objectives and the methods to achieve the objectives, consistent with NYSOFA policy, for:

- A. providing services to older adults with greatest economic need (i.e., need resulting from an income level at or below the poverty line), older adults with greatest social need (i.e., need caused by non-economic factors, including physical and mental disabilities, language barriers, and isolation that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently), or

older adults at risk for institutional placement; and

- B. providing services to low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas.

**17. Coordination of Services with other Government Programs:** The AAA assures that those to be served under this Plan are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act or any other governmental program and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, unless the AAA has in effect an agreement providing for reimbursement from the appropriate funding source for such services.

**18. Licensure and Certification:** The AAA shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of services, the AAA and its contractors, and contractor's subcontractors if any, providing such services under the approved Plan shall be so licensed or certified. Workers delivering services funded under this Plan must be appropriately qualified, selected, trained and supervised.

**19. Educational Opportunities:** The AAA shall compile information on institutions of higher education in the PSA regarding courses offered to older adults and policies on enrollment and tuition and such other information as may be necessary to encourage such educational activities and make a summary of this information available to older adults at appropriate places.

**20. Reporting:** The AAA agrees to comply with the reporting requirements as set forth by NYSOFA.

- A. The AAA and its contractors will utilize a Minimum Data Set (MDS) compliant assessment tool for: 1) assessing or re-assessing older adults for personal care levels I and II, case management, home health aide, home delivered meals and adult day/adult day health services, and 2) for obtaining data on these older adults for reporting purposes. (See Program Instruction 97-PI-01 [1/3/97].)

- B. In conducting the MDS-compliant assessment for the above-listed services, the AAA and its contractors will make every effort to complete the assessment and develop an appropriate care plan during the initial visit with the older adult(s) and, if appropriate, his/her caregivers. If the assessment and care plan are not completed during the initial visit, these activities must be concluded within 30 calendar days of the initial visit.

- C. The AAA understands the necessity of submitting timely and accurate CAARS and client-based data to NYSOFA for Federal and State reporting purposes. The AAA assures that it will submit CAARS reports and consumer-based data as specified by NYSOFA within twenty days following the end of each reporting period. Failure to submit reports accurately detailing AAA program activity within the time frames in the NYSOFA reporting procedures will result in the withholding of payment(s) for Title III, EISEP, CSE and WIN.

21. **Contributions:** The AAA agrees to comply with all NYSOFA policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions including 03-PI-05, NYSOFA Program Income Policy. Individuals with self declared incomes at or above 185 percent of the federal poverty line will be encouraged to contribute at levels based on the actual cost of services.
22. **Corporate Eldercare:** The AAA agrees that any corporate eldercare activities undertaken by it shall comply with the policies and guidance set forth in 90-PI-63 [11/1/90].
23. **Funding Availability:** The AAA agrees that all payments to be made under this Plan are subject to the availability of Federal/State funds and NYSOFA shall have no liability to the AAA beyond the amounts made available in the Federal and State Budgets.
24. **Terminations:**
  - A. Any programs and funding under this Plan may be terminated at any time upon mutual written consent of the NYSOFA and the AAA.
  - B. NYSOFA may terminate in whole or in part any programs and funding included in this Plan immediately, upon written notice of termination to the AAA, if the AAA fails to comply with the terms and conditions of this Plan as it pertains to such program or funding and/or with any laws, rules, regulations, policies or procedures applicable to such programs.
  - C. NYSOFA may also terminate in whole or in part any programs or funding included in this Plan for any reason in accordance with the following provisions:
    - 1) NYSOFA shall have the right to terminate any or all programs or funding included in this Plan early for: (i) unavailability of funds; (ii) cause; (iii) convenience; or (iv) non-responsibility.
    - 2) NYSOFA retains the right to cancel any programs included in this Plan, in whole or in part without reason provided that the AAA is given at least 60 days notice of its intent to cancel. NYSOFA may only invoke its right to terminate for convenience provided that NYSOFA has given written notice to the AAA at least 60 days prior to the date of termination, unless NYSOFA has otherwise reserved the right to terminate at any time. This provision should not be understood as waiving NYSOFA's right to terminate the program for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.
    - 3) The AAA shall make a full and final accounting of all funds received under all terminated program(s) within sixty (60) days of the termination notice.
  - D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

- E. Upon receipt of notice of termination, the AAA agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by NYSOFA.
- F. NYSOFA shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to any specific terms set forth elsewhere in this Plan. In no event shall NYSOFA be liable for expenses and obligations arising from the program(s) after the termination date.
- G. The procedures for termination as set forth in A through F are subject to the requirements under the OAA, other pertinent federal laws and state laws.

25. **Native American Access to Services:** The AAA agrees to pursue activities to increase access by older adults who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits under the OAA, if applicable.

**Standard Assurances Applicable to Title III-B, Title III-C, Title III-D, and Title III-E**

26. **Title III Funding:** In applying for and receiving funding under Title III-B, Title III-C, Title III-D and Title III-E of the OAA, the AAA understands and agrees that:

- A. **Availability:** The AAA shall apply only for funds based on the appropriate allocation schedules promulgated by NYSOFA as well as any unexpended (carry-over) funds previously awarded to the AAA by NYSOFA. The AAA understands and agrees that carry-over funds may be awarded to the extent that these funds are incorporated into an approved application, provided that the requirements of 88-PI-17 [3/24/88] are met. If the AAA applies for more funds than a subsequent closeout shows as the final carry-over balance, the AAA must submit a budget modification requesting a level of program expenditures which corresponds to the reduced Federal funds.
- B. **Area Plan Administration:** The AAA shall budget no more than 10% of the combined Federal allocations (including carry-over) for Titles III-B, III-C-1, III-C-2, III-D and III-E for Area Plan Administration. The amount of federal dollars expended on Area Plan Administration cannot exceed 10% of the combined Federal expenditures for Titles III-B, III-C-1, III-C-2, III-D and III-E.
- C. **Matching Funds:** The AAA agrees to provide a minimum 25% local matching funds for Area Plan Administration expenditures under Titles III-B, III-C-1, III-C-2 and III-E. The AAA agrees to provide a minimum 10% local matching funds for service expenditures under Titles III-B, III-C-1, III-C-2 and III-D. The AAA agrees to provide a minimum 25% local matching funds for services expenditures under Title III-E.
- D. **Audit:** The AAA shall comply with the federal audit requirements per the 1996 amendments to the Single Audit Act, OMB Circular A-133 and the "Government

Auditing Standards."

- E. **Directly Provided Services:** In accordance with NYSOFA regulations (9 NYCRR Part 6652.9), services can only be provided directly by an AAA where NYSOFA grants approval. This approval will be granted only if the AAA demonstrates that provision of such service by the AAA is necessary to ensure an adequate supply of the service, or that the service is directly related to the AAA's administrative functions or that service of comparable quality can be provided more economically by the AAA.
- F. **Advisory Council:** The AAA shall establish an Advisory Council consisting of older adults including minorities who are participants or eligible to participate in programs under the OAA, representatives of older adults, local elected officials, the general public and providers of health care and supportive services to advise the AAA in all matters relating to the development, administration and operation of the Plan. The AAA shall submit the Plan for review and comment to the advisory council before it is transmitted to NYSOFA for approval. Amendments that would result in major changes in organizational structure (e.g. mergers or consolidation) must be submitted to the AAA Advisory Council for review and comment prior to the submission to NYSOFA for approval.
- G. **Service Coordination:** The AAA shall coordinate planning with other agencies and organizations, Native American Tribal organizations and Native Hawaiian organizations to promote new or expanded benefits and opportunities for older adults.
- H. **Intergenerational Day Care:** If possible, the AAA shall arrange with organizations providing day care for children or adults and respite for families, so that older adults can assist in the delivery of such services to children, adults and families.
- I. **Outreach:** The AAA shall conduct outreach efforts, and an annual evaluation of the effectiveness of these outreach activities, to identify older adults eligible for assistance under the OAA, with special emphasis on:
  - 1) older adults residing in rural areas;
  - 2) older adults with greatest economic need (with particular attention to low- income, low income minority individuals including Native Americans and older individuals residing in rural areas);
  - 3) older adults with greatest social need (with particular attention to low- income minority individuals including Native Americans and older individuals residing in rural areas);
  - 4) older adults with limited English proficiency;
  - 5) older individuals who are frail or with severe disabilities;
  - 6) older adults with Alzheimer's disease or related disorders with neurological and

organic brain dysfunction (and the caretakers of such individuals).

- J. **Information and Assistance:** The AAA assures that it shall provide for the establishment and maintenance of information and assistance services in sufficient numbers to assure that all older adults within the PSA covered by the Plan shall have reasonably convenient access to such services.
- K. **Services to Native Americans:** If there is a significant population of older Native Americans in the PSA of the AAA, the AAA shall conduct outreach activities to identify older Native Americans in such area and shall inform such older Native Americans of the availability of assistance.
- L. **Grievances:** The AAA shall establish a grievance procedure for older adults who are dissatisfied with or denied services under the OAA.
- M. **Disabled Individuals:** The AAA assures that it will coordinate planning, identification, assessment of needs and provision of services for older adults with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.
- N. **Transportation:** The AAA shall identify the needs of older adults and describe the methods it will use to coordinate planning and delivery of transportation services (including the purchase of vehicles) to assist older adults, including those with special needs, in the PSA.
- O. **Disclosure of Spending:** The AAA shall, on the request of the Assistant Secretary of AoA/ACL or the Director of NYSOFA, for the purpose of monitoring compliance with the OAA (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older adults.
- P. **Title VI:** The AAA shall, to the maximum extent practicable, coordinate the services it provides under Title III of the OAA with services provided under Title VI of the OAA (Grants to Native Americans).
- Q. **Case Management:** The AAA assures that case management services provided under Title III of the OAA through it shall:
- 1) not duplicate case management services provided through other Federal and State programs;
  - 2) be coordinated with services provided through such other Federal and State programs, and
  - 3) be provided by
    - a) a public agency; or
    - b) a nonprofit private agency that:

- (i) gives each older adult seeking services under this title a list of agencies that provide similar services within the jurisdiction of the AAA;
- (ii) gives each older adult described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;
- (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or
- (iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

### **Standard Assurances Applicable to Title III-B**

27. In applying for and receiving funding under Title III-B of the OAA, the AAA understands and agrees to:

- A. **Priority Services:** Expend the percentage of Title III-B funds, as established by NYSOFA for each of the three priority services categories (access, in-home and legal assistance) in Program Instruction 88-PI-47 [7/22/88].

Waiver: NYSOFA, in approving the Title III-B application or amendment to such application, may waive the assurance of the above paragraph for any category of service for which the AAA demonstrates to NYSOFA that services provided from other sources meet the needs of older adults in the PSA for that category of service. If the AAA receives a waiver for any category of service, it must continue to spend for the remaining categories of services the percentage of AAA funds approved by NYSOFA.

- B. **Legal Assistance Program:** The AAA assures that it will enter into contracts with providers of legal assistance which can demonstrate the experience or capacity to deliver legal assistance and that it will attempt to involve the private bar in legal assistance activities authorized under Title III-B, including groups within the private bar furnishing services to older adults on a pro bono and reduced fee basis. The AAA further assures that it will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect and age discrimination. AAA will not require any provider of legal assistance under Title III-B to reveal any information that is protected by the attorney-client privilege.
- C. **Priority Service Reporting:** The AAA will report annually to NYSOFA, in detail, the amount of funds expended for each such category of priority services during the fiscal year most recently concluded.
- D. **Service Coordination:** The AAA will coordinate priority services with community

Alzheimer's programs, coordinate mental health services provided with Title III-B funds with mental health services provided by community health centers and other organizations, and, if appropriate, conduct outreach to identify older Native Americans and inform them of availability of services.

- E. **Nursing Home Diversion:** The AAA will conduct efforts to facilitate coordination of community-based, long-term care services to defer inappropriate institutionalization for older adults who are at home, patients in hospitals, and patients in long term care facilities who could return home.
- F. **Multipurpose Senior Centers:** In regard to any multipurpose senior centers acquired or constructed using OAA funds, the AAA will ensure compliance with Sections 306, 311, and 312 of the OAA, NYSOFA regulations (9NYCRR Part 6654.9), and 90-PI-36 [6/19/90].
- G. **Ombudsman Assistance:** The AAA agrees to cooperate with and support NYSOFA in its administration of the LTCOP as required in Title VII of the OAA, and the NYS Elder Law and federal and State regulations, and agrees to comply with any applicable vouchering, reporting and program requirements of NYSOFA for the program in accordance with Title VII Standard Assurances.
- H. **Ombudsman Funding:** The AAA assures that it will apply for all available LTCOP funding when it has been designated a local LTCOP sponsor by the State Ombudsman or when it acts as a local government fiscal conduit for the transfer of NYSOFA LTCOP funds to the designated local non-profit sponsor. The use of these funds shall be subject to the approval of the State Ombudsman who shall provide technical assistance to the local LTCOP Coordinators as to its appropriate use.
- I. **Ombudsman Program:** The AAA shall support any local LTCOP operating within its PSA and shall meet its 2000 maintenance of effort requirement under the OAA. If no local LTCOP operates within its PSA, the AAA shall assist the State Ombudsman Program in the development of such a local LTCOP. The AAA shall comply with all applicable rules, regulations, policies, and procedures of the State LTCOP.

#### **Standard Assurance Applicable to Title III-C**

- 28. **Title-III-C Funding for Access and Supportive Services:** In applying for and receiving funding under Title III-C of the OAA, the AAA understands and agrees that Title III-C expenditures for supportive and access services shall only be funded with Title III-C contributions and that such expenditures by a Title III-C provider are limited to the amount of contributions generated by the provider.

**Standard Assurances Applicable to Title III-C and WIN** (For additional Assurances applicable to WIN, see SA#5B & SA#35.)

29. In applying for and receiving funding under Title III-C of the OAA and WIN, the AAA understands and agrees that:

- A. **Special Dietary Needs:** The AAA assures that the nutrition program in the PSA shall reasonably accommodate participants who have particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds of such participants.
- B. **Outreach:** It shall be the AAA's responsibility to identify and reach out to currently unserved and underserved individuals who would be eligible for home delivered meals.
- C. **Provider Organizations:** The AAA, when selecting potential home delivered meal providers, shall give consideration where feasible to organizations which:
  - 1) have demonstrated an ability to provide home delivered meals efficiently and reasonably; and
  - 2) furnish assurances to the AAA that such an organization shall maintain efforts to solicit voluntary support and that the funds made available under Title III-C to the organization shall not be used to supplant funds from non-Federal sources.
- D. **Congregate Sites:** Sites for congregate meals and comprehensive supportive services are located in as close proximity to the majority of eligible individuals' residences as feasible, with particular attention on a multipurpose senior center, a school, a church, or other appropriate community facility, preferably within walking distance, and where appropriate, transportation to such site is furnished.
- E. **Allowable Services:** The AAA may only apply for and use Title III-C funds to provide meals and other services (i.e., nutrition counseling and nutrition education) directly related to nutrition services. The AAA may also use program income for supportive and access services to enhance the nutrition program. Such supportive and access services include outreach, transportation (Title III-C-1 only) Information and Assistance, In-Home Contact and Support (shopping assistance only), Senior Center/Recreation and Education (Title III-C-1 only), Assisted Transportation (Title III-C-1 only). Program income cannot be used for access and supportive services in amounts greater than what has been generated by program activity.

**Standard Assurances Applicable to Title III-D**

30. **Title III-D**

- A. **Area Plan Administration:** No Title III-D funds shall be budgeted or expended for Area Plan Administration.

- B. Evidence-based:** The AAA shall expend Title III-D funding on evidence-based programs/interventions only. Each evidence-based program/intervention selected by the AAA shall meet the criteria for one of three levels (minimal, intermediate, or highest-level) established by the AoA/ACL.

**Standard Assurances Applicable to Title III-E Caregiver Program**

**31. Title III-E Caregiver Program**

- A. Comprehensive Support System:** The AAA shall develop and provide a comprehensive system of caregiver services to serve and support “adult” caregivers (persons aged 18 and older) who are providing informal care to an “older” adult (aged 60 and older).
- B. Grandparents as Caregivers:** The AAA may budget up to 10% of its Title III-E funds (Federal funds plus local match), plus any income generated by grandparent/relative caregiver services, for a grandparent/relative caregiver program. The AAA may expend a maximum of 10% of its final Title III-E expenditures (Federal funds plus local match), plus any income generated by grandparent/relative caregiver services, for a grandparent/relative caregiver program. Caregiver services under this program are to be provided only to caregiver grandparents or other relatives (by blood or marriage) who are aged 55 and older and who are living with, and acting as the primary caregivers of, a child aged 18 or younger.
- C. Statutory Services:** The caregiver program support services shall include each of five specific, statutory categories of caregiver services, with the amounts used to fund each service to be determined by the AAA, based on the needs of its particular caregivers. The AAA may meet this comprehensive service requirement by including services in its Title III-E Caregiver Program that meet Title III-E requirements, but that are funded from other sources. These required services are:
- 1) Information about available services;
  - 2) Assistance in gaining access to the services;
  - 3) Individual counseling, organization of support groups, caregiver training to assist the caregivers in the areas of health, nutrition and financial literacy and to help caregivers make decisions and solve problems relating to their caregiver roles and responsibilities;
  - 4) Respite services to temporarily relieve caregivers by providing a short-term break from their caregiving responsibilities.
  - 5) Supplemental services to complement the caregiver’s efforts to provide care.

D. **Recipients of Respite and Supplemental Services:** The AAA agrees that respite and supplemental services shall only be provided to the caregivers of “frail” older adults as "frail" is defined in OAA section 102(22), that is, an older adult (60 and older) who is functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person; or to grandparent/relative caregivers 55 and older.

E. **Supplemental Services:** The AAA may budget up to 20% of its Title III-E funds (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services. The AAA may expend a maximum of 20% of its final Title III-E expenditures (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services.

32. **Service Priority:** The AAA shall give priority to the following individuals:

A. **Older Caregivers with Special Needs:** Caregivers who are older adults with greatest social need, and older adults with greatest economic need, with particular attention to low-income older adults;

B. **Older Caregivers Caring for Individuals with Special Needs:** Older adults providing care to individuals with severe disabilities, including children with severe disabilities, as defined in OAA section 102 (48) which means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that is likely to continue indefinitely and results in substantial functional limitation in 3 or more of the major life activities as specified in OAA section 102 (13) which includes self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning and emotional adjustment;

C. **Caregivers of Cognitively Impaired Individuals:** Family caregivers who provide care for older adults with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction.

33. **Maintenance of Effort:** The AAA agrees to meet its applicable maintenance of effort requirement for Title III-E funds under this Plan as determined by NYSOFA and to not supplant the use of other funds available for Caregiver Program services, with the funding available under Title III-E.

**Standard Assurances Applicable to Caregiver Resource Centers**

34. **Caregiver Resource Centers**

A. **CRC Services:** If the AAA has a Caregiver Resource Center (CRC) funded under NYS

Elder Law § 206, AAA agrees to provide and enhance CRC services. CRC services are similar to the required services funded through the Title III-E Caregiver Program, except that CRC does not fund respite and supplemental services. The AAA's CRC services can supplement or be integrated, as appropriate, into the AAA's Caregiver Program, with the goal of using AAA expertise to achieve cost-effective, productive and creative "best practices" caregiver services that can serve as models for other AAAs.

- B. **Materials Developed Under CRC:** If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law § 206, AAA agrees that all materials developed by the AAA in connection with the CRC program shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials.

**Standard Assurance Applicable to WIN** (for additional Assurances applicable to WIN, see also SA#29 and SA#5B).

35. In applying for and receiving funding under WIN, the AAA understands and agrees that:

- A. **Separate Accounting:** The funds provided under WIN shall be accounted for and reported separately from those received under other sources, including Title III-C.
- B. **WIN Services:** The funds provided under WIN must be used to provide home delivered meals and/or services related to the provision of meals to eligible older adults whose nutritional needs have not or cannot be met under Title III-C or CSE. WIN funds may be used to provide congregate meals but only when the provision of the congregate meals will serve nutritionally at-risk older adults or result in an increased ability to provide home delivered meals.
- C. **Administration:** No more than 5% of WIN funds awarded shall be budgeted for AAA administration. No more than 5% of WIN funds expended shall be for AAA administration.
- D. **No Supplanting Title III-C Services:** No WIN funds shall be used to replace nutrition services provided or intended to be provided under Title III-C and CSE.

**Standard Assurances Applicable to CSE and EISEP**

36. In applying for and receiving CSE and/or EISEP funding, the AAA understands and agrees that:

- A. **Direct Provision of Services:** The AAA can provide EISEP and/or CSE case management services directly without requesting NYSOFA approval. However, it cannot provide other EISEP or CSE services directly unless it receives approval from NYSOFA. NYSOFA approval is discretionary and shall only be given if the AAA can show that: the AAA provided this service directly prior to the approval of the AAA's first CSE Plan

(this would usually be 1979); or if the AAA demonstrates that the direct provision of a service is necessary due to the absence of an existing suitable provider and so is necessary to assure an adequate supply of the service, or is necessary to ensure the quality of the service provided. (See 9NYCRR §6652.9(c).)

**B. Maintenance of Effort:** The AAA must meet the following maintenance of effort requirements:

- 1) **For CSE and EISEP:** Maintenance of "base year expenditures" made by the county or other funded service providers irrespective of the source of funds. "Base year expenditures" means the level of expenditures in the year prior to the first year for which a county plan for CSE was submitted or in the County's 1979 fiscal year, whichever is later.
- 2) **For EISEP:** Maintenance of total community service project expenditures under the CSE for the period April 1, 1985, through March 31, 1986, unless this requirement is waived or reduced by NYSOFA.

**C. Letters of Comment:** The AAA shall obtain letters of comment on the expected impact of (and agency relationships under) CSE projects and EISEP from the county agencies including social services, health, mental health and CASA-like agencies, and in the case of New York City the city governmental agencies responsible for social services, health and mental health. If the AAA is the designated agency of an Indian Tribal Organization, the AAA shall obtain letters of comment from any equivalent local agencies responsible for social services, health and mental health.

**D. Medicaid Rate Cap:** The AAA shall not receive reimbursement from NYSOFA for EISEP in-home services in excess of the current Medicaid rate cap. The Medicaid rate cap is the DoH-approved cost per unit of comparable in-home services provided under the Medicaid Personal Care Program that applies to the time period and county in which the EISEP services were delivered. This requirement also applies to EISEP-like services provided to clients under CSE.

**E. Contesting Eligibility and Cost Share Decisions:** AAA shall provide applicants or recipients of EISEP or EISEP-like services funded under EISEP/CSE the opportunity to contest adverse decisions as to eligibility, levels of required cost sharing and involuntary terminations of services.

**37. Matching Requirements:** The AAA agrees to provide minimum local matching funds for service expenditures under EISEP and CSE as set forth by applicable State law and requirements.

#### **Standard Assurance Applicable to CSE**

**38.** In applying for and receiving CSE funding, the AAA understands and agrees that Community Services Projects developed by the AAA shall not exceed three years, except

NYSOFA may approve continuation of a project beyond three years if periodic evaluation shows that the project effectively improved the delivery of services to older adults.

**Standard Assurance Applicable to EISEP**

39. In applying for and receiving EISEP funding, the AAA understands and agrees that:

- A. **Coordination with LDSS:** The AAA is required to coordinate with its local Social Services office to establish and maintain procedures which shall ensure that EISEP does not duplicate Medicaid and Title XX programs, and ensure that these procedures are set out in a Memorandum of Understanding with such local office. This memorandum must be submitted to and approved by NYSOFA.
- B. **33% In-Home Services Requirement:** At least 33% of the AAA's total expenditures of state EISEP services dollars and required local match for those dollars must be spent on in-home services (i.e., Personal Care Level I and Personal Care Level II).
- C. **33% Ancillary Services Requirement:** No more than 33% of the AAA's total expenditures of state EISEP services dollars and required local match for those dollars may be spent on ancillary services.
- D. **County Home Care Plans (CHCP):** The first year EISEP County Home Care Plan, as amended by any subsequent plans and CHCP revisions, is incorporated by reference and made a part of this Plan, and the goals and procedures contained in it are reaffirmed.

**Standard Assurance Applicable to CSI**

40. In applying for CSI funds, the AAA understands and agrees that:

- A. **Congregate Services:** "Congregate services" shall mean services for older adults which are provided by a public or private non-profit agency in community settings at which older adults come together for services and activities that respond to their diverse needs and interests.
- B. **Direct Provision of CSI Services:** The AAA may contract with public agencies, municipalities, not-for-profit agencies or such other entities that provide congregated services. The AAA may not directly provide a service under CSI unless granted a waiver by the Director of NYSOFA. Approval of direct service provision will only be given if the service was directly provided prior to approval of the 1994-95 Plan, or direct provision is necessary due to the absence of an existing suitable provider or to ensure the quality of the service provided.
- C. **Multi-County Partnerships:** Two or more counties may join together for the purpose of implementing CSI through a written agreement between the cooperating AAAs.
- D. **Matching Funds:** Under CSI the AAA will provide matching funds equal to 25% of its

CSI costs. The allowable forms of match are the same as those permitted under CSE and EISEP. In-kind salaries and rent are allowable. State funds and local funds used to match other State or Federal funds are not allowable as match. The local match can be entirely new match or local funding formerly used to match the local Recreation Program for the Elderly.

- E. **Administration:** The AAA shall budget no more than 5% of CSI funds (State Aid & Local Match) for AAA administration. The AAA agrees that it will expend no more than 5% of CSI funds for AAA administration.
- F. **Meal Costs:** Meal costs are not allowable under the CSI program.

#### **Standard Assurances Applicable to NY Connects: Choices for Long Term Care**

- 41. **NY Connects Cooperation:** The AAA agrees to cooperate with the work of the NY Connects Program and the local long term care coordinating council as directed by NYSOFA. The AAA agrees that the AAA director will be a member of the local long term care coordinating council.

#### **Standard Assurances Applicable to Emergency Preparedness Plans**

- 42. **Emergency Preparedness Plans:** The AAA agrees to coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and other institutions that have responsibility for disaster relief service delivery within the PSA.

#### **Standard Assurances Applicable to Mental Health Services**

- 43. **Mental Health Services:** The AAA agrees to follow any policies developed by NYSOFA concerning mental health issues or services as they may pertain to older adults. AAA will coordinate with NYSOFA and entities providing mental health services in the PSA to: increase public awareness of mental health disorders affecting older adults; remove barriers to the diagnosis and treatment of such disorders; and coordinate mental health services available to older adults (including mental health screenings) provided with area aging funds or other funds for mental health services available to older adults residing in the PSA.

#### **Standard Assurances Applicable to Title V**

- 44. **Title V**

- A. The AAA, if it administers the Senior Community Service Employment Program (SCSEP), agrees to comply with United States Department of Labor's (USDOL) regulations, and NYSOFA policies and procedures governing SCSEP. The AAA assures

and certifies that it will:

- 1) provide community service assignments only for eligible individuals and, to the extent possible, recruit necessary technical, administrative and supervisory personnel from among eligible individuals;
- 2) provide community service assignments for eligible individuals in the county in which they reside;
- 3) assign eligible individuals in services related to publicly owned and operated facilities and projects, or projects sponsored by organizations, other than political parties, exempt from taxation under the provisions of section 501(c)(3) of the Internal Revenue Code of 1954, except projects involving the construction, operation, or maintenance of any facility used or to be used as a place for sectarian religious instruction or worship;
- 4) assure that no otherwise Title V qualified older person with a disability or perceived to have a disability shall, solely by reason of this disability, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. A person with a disability is defined as any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. This includes alcoholism and drug addiction;
- 5) not deny community service assignments to any person with a disability if reasonable accommodations can be made for that person's disability;
- 6) contribute to the general welfare of the community in a manner that will:
  - a) result in an increase in employment opportunities over those opportunities which would otherwise be available,
  - b) not result in the displacement of currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work or wages or employment benefits), and
  - c) not impair existing contracts for service or result in the substitution of federal funds in connection with work that would otherwise be performed;
- 7) not employ or continue to employ any participant to perform work which is the same or substantially the same as that performed by any other person who is on layoff;
- 8) utilize methods of recruitment and selection (including notifying the state employment security agency when vacancies occur) which will assure that the maximum number of eligible individuals will have an opportunity to participate in the project;

- 9) conduct training as may be necessary to make the most effective use of the skills and talents of participants, provide for the reasonable expense of individuals being trained, including reasonable compensation for time spent in training; and, wherever possible, obtain all training for participants at reduced or no cost to Title V from such sources as the host agency, Workforce Investment Act (WIA) and the Carl D. Perkins Vocational and Applied Technology Education Act.;
  - 10) assure that safe and healthy conditions of work will be provided;
  - 11) establish and administer the grant with the advice of persons competent in the field of service in which employment is being provided, and of persons who are knowledgeable with regard to the needs of older persons;
  - 12) authorize payment for reasonable transportation costs of participants which may be incurred under the grant in accordance with 20 CFR Section 641.545;
  - 13) assure that to the extent feasible, the needs of minority, limited English speaking, and Native American Indian eligible individuals are served, and individuals who have the greatest economic need, at least in proportion to their numbers in the geographic jurisdiction of the project and take into consideration their rates of poverty and unemployment based on the best available information;
  - 14) authorize funds to be used, to the extent feasible, to include individuals participating in the project under the State Unemployment Insurance Plan;
  - 15) coordinate activities with the local WIA system and the Carl D. Perkins Act programs to insure that project trainees can benefit from such cooperative activities as dual eligibility, shared assessments, training and referral.
- B. If the federal-state guidelines are amended or revised, the AAA will comply with them or notify NYSOFA within thirty (30) days after promulgation of the amendments or revisions that it cannot so conform so that NYSOFA may take appropriate action, including grant termination, if necessary.
- C. The AAA has complaint resolution procedures for trainees or applicants including those who are determined ineligible or against whom adverse actions are taken. Such procedures comply with federal requirements and include:
- 1) An opportunity for the participant or applicant to respond either verbally or in writing to an action of the AAA, including filing a grievance;
  - 2) An opportunity for an informal conference;
  - 3) A prompt determination of the issue;
  - 4) If an issue cannot be resolved to the satisfaction of the participant or applicant, the participant or applicant will be notified that they may request a review of the process

by NYSOFA and/or the USDOL; and

- 5) If the complaint alleges discrimination in violation of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 or the Workforce Investment Act, such complaint may be directed or mailed to the Civil Rights Center of the USDOL and AAA will use the complaint processing procedures that meet the requirements of 29 CFR 37.70 through 37.80 to resolve the complaint.

D. AAA agrees that it will:

- 1) comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act as they apply to hospital and educational employees of state and local governments; and,
- 2) it will otherwise compensate participants at a rate which is at least commensurate with the highest applicable minimum wage which is either the minimum wage applicable under the Federal Fair Labor Standards Act of 1938; the New York State minimum wage for the most nearly comparable covered employment, notwithstanding any exceptions which may otherwise apply; or the prevailing rate of pay for persons employed in similar public occupations by the same employer.

E. The AAA agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties;

F. The AAA agrees that it will give the USDOL, the Comptroller General, the Office of the State Comptroller and NYSOFA, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to SCSEP; and,

G. The AAA agrees that it will comply with the federal regulations governing grant administration for SCSEP as set forth in 20 CFR Part 641, 29 CFR Parts 95 through 99.

H. Eligibility Criteria and Enrollment Priorities:

- 1) The AAA through SCSEP will provide useful part-time community service assignments for unemployed low income persons who are 55 years old or older while promoting transition to unsubsidized employment.
- 2) To be eligible for SCSEP the individual must be no less than 55 years of age, a resident of New York State, unemployed at the time of application and whose family income does not exceed 125% of the Federal Poverty Level.
- 3) The AAA shall recertify the income eligibility of each trainee at least once each project year between July 1 and June 30 according to the schedule in this project agreement.

- I. The AAA or, the AAA's contractor, will recruit and select eligible individuals in sufficient numbers to fill all authorized slots. Enrollment priorities for filling all positions shall be to individuals with the following characteristics:
  - 1) have a severe disability;
  - 2) are frail;
  - 3) are age 65 or older;
  - 4) meet the eligibility requirements related to age for, but do not receive, benefits under Title II of the Social Security Act.;
  - 5) live in an area with persistent unemployment and are individuals with severely limited employment prospects;
  - 6) have limited English proficiency;
  - 7) have low literacy skills;
  - 8) are veterans who meet the criteria of the Jobs for Veterans Act;
  - 9) have low employment prospects;
  - 10) have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998;
  - 11) are homeless or at risk for homelessness;
  - 12) reside in a rural area; or,
  - 13) have a disability.
  
- J. The AAA will offer SCSEP participants the opportunity to take a physical examination within 60 days of enrollment and annually in accordance with 29 CFR §641.565.
  - 1) The AAA shall provide orientation to the SCSEP participant as soon as practicable after determination of eligibility. The orientation shall include information on term limits, project objectives, community service assignments, training, supportive services, rights and duties of the trainee, permitted and prohibited political activities, plans for transition to unsubsidized employment and a discussion of safe working conditions at the host agency.
  - 2) The AAA shall provide orientation to those individuals who will supervise SCSEP participants at the host agencies.
  
- K. The AAA shall assess each new participant to determine the most suitable community service assignment for the individual and to identify appropriate employment, training and community service objectives for each individual. The assessment shall be made in partnership with the new participant in accordance with 29 CFR §641.535. Assessments shall be done at least two times during a twelve month period to determine the SCSEP participant's potential for transition to unsubsidized employment. Assessments shall be documented and made a part of the participant's permanent record. Assessments and service strategies or individual employment plans of a participant, prepared under the Workforce Investment Act of 1998 may be substituted for one prepared by the AAA.
  
- L. The AAA shall use the assessment or reassessment as a basis for developing or amending an Individual Employment Plan (IEP). The IEP shall be developed in partnership with

the SCSEP participant to reflect the needs, interests and desires of the participant (29 CFR §641.535). The AAA shall review the IEP at least twice in a 12-month period.

- M. The AAA shall employ reasonable means to place each SCSEP participant into unsubsidized employment. Whenever AAA fails to achieve the performance measures established by NYSOFA, the AAA will develop and submit to NYSOFA a plan of action AAA will implement to achieve the performance measures.
- N. The AAA will complete and document a follow up for SCSEP participants who are placed in unsubsidized employment at least once within three (3) months of unsubsidized placement.
- O. The AAA shall ensure that all SCSEP participants, including those hired by contractors, receive all the fringe benefits as may be required by law and will ensure compliance with NYSOFA's wage and fringe benefits policy (see 12-PI-05).
- P. The AAA shall ensure that all reporting requirements are completed in accordance with NYSOFA requirements.
- Q. Term Limits:
  - 1) The AAA will limit participation in SCSEP to no longer than forty eight (48) months unless NYSOFA grants an extension for the participant that is frail and/or over the age of 75 years.
  - 2) The AAA will maintain twenty-seven (27) months as an average amount of time all trainees are in SCSEP.

**Standard Assurances applicable to the Health Insurance Information, Counseling and Assistance Program (HIICAP)**

45. Health Insurance Information, Counseling and Assistance Program (HIICAP)

- A. The AAA agrees that the Project Narrative and Budget included in the Plan may not be modified without the written consent of the New York State Office for the Aging (NYSOFA).
- B. The AAA agrees that it will not assign or transfer the rights or responsibilities it has with regard to the HIICAP program without the prior written consent of NYSOFA. If the AAA contracts the direct performance of the HIICAP program, including the HIICAP Coordinator, it retains primary responsible for satisfying the responsibilities set forth in this Plan and the AAA will include the responsibilities in the agreement with such contractor.
- C. In addition to providing general information about original Medicare and available Medicare Advantage options the program must cover, at a minimum, the following areas:

- 1) Medicare eligibility, benefits, preventive services and claims filing;
  - 2) Medicare Prescription Drug Benefit;
  - 3) EPIC and how it works with the Medicare prescription drug plans;
  - 4) Medicaid eligibility, benefits and spousal protections, Medicaid Managed Long Term Care;
  - 5) Medicare Supplement insurance policy coverage, comparison information and claims filing;
  - 6) Long Term Care (LTC) insurance and planning, including the NYS Partnership for LTC; and
  - 7) Other types of health insurance benefits (including employer, retiree, Medicare Savings Program benefits, “Extra Help”, etc.).
- D. The AAA agrees to provide counseling to individual Medicare beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
- E. The AAA will make counseling resources and locations locally accessible to low-income, dual-eligible, and hard-to-reach beneficiaries and will equip its counselors to provide in-depth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, Medicare Managed Care or Medicare Advantage Plans, Medicaid Managed Long Term Care, EPIC enrollment and coordination with Medicare Prescription Drug Coverage.
- F. The AAA acknowledges that HIICAP is a volunteer-based program and will be operated as such. AAAs must increase and enhance the counselor work force and equip them to be proficient in the areas noted above. A list of all trained HIICAP volunteers and staff must be submitted to NYSOFA as part of the AAA’s application. In order to avoid a conflict of interest, an AAA will not allow individuals who are currently licensed as health insurance agents/brokers or have some other conflict of interest to volunteer for HIICAP in any capacity even if the individual is willing to sign a disclaimer stating that he or she will provide unbiased insurance counseling information to clients.
- G. The AAA will ask program volunteers whether or not they are licensed to sell health insurance products and the status of their current license.
- H. The AAA agrees to designate a HIICAP Coordinator to be responsible for the AAA’s performance under this Plan. The HIICAP Coordinator shall be the AAA’s representative and contact person for all HIICAP related issues including program and reporting.

- I. The HIICAP Coordinator(s) designated by the AAA will oversee the training and quality of service provided by all volunteers and staff. The Coordinator(s) annually will certify that volunteers have satisfied the annual training requirements. Significant training and support will be necessary to prepare counselors to help beneficiaries understand and enroll in new choices and benefits created by the MMA (Medicare Modernization Act) and subsequent Federal Laws such as the Affordable Care Act of 2010. The Coordinator will oversee and manage the inventory of training and consumer education supplies.
- J. The AAA agrees that its designated HIICAP Coordinator(s) will attend HIICAP training, use all NYSOFA-prescribed HIICAP training material, participate in NYSOFA sponsored monthly coordinator and other conference calls.
- K. The AAA agrees that all HIICAP Coordinators and volunteers, who counsel Medicare beneficiaries, will participate in the HIICAP certification process, as often as is mandated by the Centers for Medicare and Medicaid Services (CMS) and offered by NYSOFA.
- L. The AAA shall update the Security Plan originally submitted in the first year of the grant (9/28/92 – 9/27/93) describing steps undertaken to protect the confidentiality of all project related information that identifies individuals (hereafter referred to as client information). The Security Plan must specify that client information is confidential, that it may not be disclosed directly or indirectly except for purposes directly concerned with the conduct of the project, and that informed written consent of the individual be obtained for any disclosure not directly concerned with the conduct of the project. AAAs joining HIICAP for the first time shall provide a plan that outlines how they will protect client information. The Plan should be included in the application.
- M. The AAA assumes responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted.
- N. The AAA agrees that it will submit quarterly performance reports as specified by NYSOFA on all HIICAP Client Contacts and Public & Media Events via the National SHIP (State Health Insurance Assistance Program) reporting System at <http://shipnpr.shiptalk.org>. The AAA agrees to complete the annual Resource Report on paper forms and send the completed report to NYSOFA.
- O. The AAA agrees to ensure the capacity to access Internet information via basic dial-up access at the minimum, with a high-speed connection preferred, including expanding and maintaining Internet capability at the local counseling levels. The AAA will have the capacity to send and receive a high volume of information (including training materials and Power Point presentations) through electronic mail (email) and through the Internet. The AAA assures that HIICAP counselors will have access to Internet-based information, training materials, counseling and enrollment tools.
- P. The AAA agrees to ensure adequate capacity to receive and properly answer and address all calls received through the NYS HIICAP Hotline (1-800-701-0501) as calls are automatically transmitted to the local AAA/HIICAP.

- Q. Upon approval of this application and issuance of a Notification of Grant Award, the AAA is eligible to request an advance of up to twenty-five percent (25%) of its award. The AAA shall submit appropriate Claim for Payment in such form as required by NYSOFA. The final Claim for Payment will be submitted to NYSOFA within sixty (60) days after the ending date of the grant period.
- R. The AAA will include the express acknowledgement, “This publication has been created or produced by [county] with financial assistance, in whole or in part through a grant from the New York State Office for the Aging and the Centers for Medicare & Medicaid Services, the Federal Medicare agency.” on all new publications funded solely or in part by HIICAP.
- S. NYSOFA has approved the following disclaimers that the AAA must use when disseminating HIICAP materials and/or advertising:
- 1) “The information provided by the Health Insurance Information, Counseling and Assistance Program is intended for the sole purpose of educating consumers in regard to the choices available for their health insurance needs. Particular emphasis is placed on understanding original Medicare. Nothing herein is intended nor should it be construed as an endorsement by the State of New York of any specific insurance product or insurer.”
  - 2) If the above disclaimer is too lengthy for certain media items (i.e. flyers, small brochures, etc), the disclaimer below may be used as a substitute:  
  
“New York State does not endorse nor recommend any specific insurance product or insurer; this program is solely intended to educate consumers about their choices.”
- T. The AAA will include references within the current budget submission indicating how at least five percent (5%) of the HIICAP funding will be used to provide one-on-one pharmaceutical benefits counseling to dual eligible beneficiaries with mental disabilities. NYSOFA encourages HIICAPs to partner with community mental health centers to assist the centers in providing Medicare and Medicaid counseling for their clients.
- U. The AAA will provide information for a mid-term report (and other reports as required) to NYSOFA on clients served and activities provided under the current HIICAP grant with specific reference to those with mental disabilities.
- V. The AAA shall not use State Health Insurance Assistance Program (SHIP) federal funds from CMS to purchase food, beverages, light refreshments, or meals at HIICAP outreach and educational events, or for volunteer recognition, or other events, or for meal travel per diems.
- W. The AAA shall not use SHIP federal funds to purchase promotional giveaways or incentive items, unless such items are educational in nature as required by CMS and pre-approved by NYSOFA.

**Standard Assurance applicable to the Senior Medicare Patrol Program-SMP**

46. The AAA agrees to report activities funded through SMP via the <http://shipnpr.shiptalk.org> website indicating “fraud and abuse” as topics discussed with clients and at public events. The AAA will complete and submit Reporting forms for all SMP events whether held in conjunction with a HIICAP activity or on its own. In addition, AAA agrees to report suspected Medicare fraud to the appropriate hotline for investigation.