

NEW YORK STATE OFFICE FOR THE AGING

2 Empire State Plaza, Albany, NY 12223-1251

Andrew M. Cuomo, Governor Corinda Crossdale, Director
An Equal Opportunity Employer

PROGRAM INSTRUCTION	Number 14-PI-11
	Supersedes 13-PI-20
	Expiration Date

DATE: September 23, 2014

TO: Area Agency on Aging Directors

SUBJECT: SFY 2015-16 Annual Implementation Plan

.....
PURPOSE:

To transmit the SFY 2015-16 Annual Implementation Plan (hereafter referred to as the Plan) and Guide for Completion (hereafter referred to as the Guide) for Titles III-B, III-C-1, III-C-2, III-D, III-E, V, Expanded In-home Services for the Elderly Program (EISEP), Community Services for the Elderly (CSE), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), State Transportation Program, Caregiver Resource Centers (CRCs), and Health Insurance Information, Counseling and Assistance Program (HIICAP) and to provide an overview of changes that have been made to the Plan documents.

ACTION REQUESTED:

AAAs must complete and submit the Plan for 2015-16, including the Applications for Funding, Personnel Roster, Equipment Schedule, Rent Allocation Schedule, Contract Roster and all appropriate Attachments by Friday, **December 5, 2014**.

BACKGROUND:

The Older Americans Act (OAA) and New York State regulations require that local area agencies on aging (AAAs) develop and submit an Area Plan to the New York State Office for the Aging (NYSOFA). Under CSE, EISEP and the OAA, each AAA receives resources to fulfill its role for planning and coordination. The development of the Plan is an important component of this responsibility and requirement.

The Plan, submitted every four (4) years and updated annually, must describe how the AAA will provide for a comprehensive and coordinated system of services for older adults and how it will comply with other requirements of the OAA. The information submitted in this Plan must meet federal and state requirements.

The Plan development process is an important tool for helping empower communities to improve local services for older adults and to identify community needs. The Plan also helps prioritize the use of federal, state and local resources, as well as identify strategies to improve coordination that best address these local needs and implement changes in the aging network.

In addition, the Plan development process includes the needs assessment process, and associated Public Hearing(s). The Plan development process should be used by each AAA to help focus attention on current and new aging network systems development priorities. Also there may be important systems development initiatives that AAAs may wish to address during the upcoming plan development process.

PUBLIC HEARINGS

A formal public hearing must be held at least thirty (30) days prior to the date that the Plan is submitted to NYSOFA. Notice of the public hearing must be published at least twenty-one (21) days before the hearing. For these public hearings, information must be available that provides a summary of the AAA's fiscal and service projections, any significant changes in service delivery and/or changes to service locations, and any major modifications to the overall goals of the AAA.

The public hearing process enables AAAs to gather valuable input on needs and solutions from consumers, families, service providers and policy makers. NYSOFA encourages each AAA to provide ample opportunities for such public input during the required public hearing, as well as input from the AAA Advisory Council, and informal community input.

The public hearing process is an excellent way to bring wider public attention to the needs of a changing older adult population and the importance of the local office for the aging and aging network services. In addition, the public hearing process affords each AAA the opportunity to involve community partners in identifying ways to better serve culturally diverse or underserved populations. This is also an opportunity to include these individuals in the planning process.

AREA AGENCY ADVISORY COUNCIL

The AAA Advisory Council is required to have an opportunity to review and comment before the Plan is transmitted to NYSOFA. This is essential to the planning process as the Advisory Councils enable AAAs to obtain input from a cross section of interested community members.

OVERVIEW OF PLAN CHANGES:

The content of the 2015-16 Plan is similar to that of the 2012-16 Four Year Plan and the 2014-15 AIP. However, there are some differences. The following is a summary of key areas in which there have been changes:

- There will be continued emphasis on ensuring that **units of service** and counts of **unduplicated individuals to be served** appear accurate given NYSOFA Standard Definitions, costs per unit and past reporting. Please review NYSOFA Standard definitions 14-PI-02.

- A “**Disaster Preparedness and Response**” section has been added.
- **As of 04/01/15 Title III-D** funding may only be expended for evidence-based health promotion programs/interventions meeting the highest-level criteria as established by the Administration on Aging/Administration of Community Living (AoA/ACL) and the requirements detailed in a Program Instruction to be issued by NYSOFA in the coming weeks.
- AAAs will have the option of using the standard “**Plan Review and Approval**” page or an optional “Plan Review and Approval” page that allows different program periods to be entered.
- **Options Counseling** will be captured in “Other Services”.
- **Managed Long Term Care (MLTC)** questions have been added that require AAAs to provide information on planned or actual contracting with MLTC organizations.
- The **Contractor Roster** now requires the AAA to indicate if their contractor will subcontract, subgrant or enter into a MOU with any other organization to provide direct services to clients.

In addition to these changes, the **Standard Assurances** have been updated (e.g., SA 10 Contracts, SA 31 Caregiver Program and SA 45 HIICAP). NYSOFA recommends that AAAs review all of the Standard Assurances annually.

TENTATIVE ALLOCATIONS:

Tentative allocation schedules for use in completing the 2015-16 Applications for Funding are included with this Program Instruction. The tentative allocations were prepared assuming that NYSOFA will receive the same amount of Federal and State funding as in 2014-15. Please note, that Title III allocations will vary some due to the effects of the Intrastate Funding Formula. The Title V allocations are subject to change if the United States Department of Labor (USDOL) revises the number of participant slots per grantee. **Nutrition Services Incentive Program (NSIP) Rate:** AAAs should use a per meal rate of **70 cents per meal** when budgeting for NSIP.

CONDITIONAL GRANT AWARDS:

AAAs may request conditional Notifications of Grant Award (NGAs) under Titles III-B, III- C-1, III-C-2 and III-E. Issuance of conditional NGAs allows the AAA to request advance payments for FFY 2015 under these programs, prior to receiving their approved Plan.

NYSOFA is prepared to issue conditional NGAs to AAAs under the following circumstances:

1. The Plan and Funding Applications must be submitted complete and in its entirety. Conditional NGAs will not be available for Title III-D due to the small amounts of money involved.
2. Conditional NGAs will be available only to those AAAs that participate in the advance vouchering payment system. NYSOFA will only authorize the payment of

advances against the federal award (up to three monthly advances of eight (8) percent each - see Program Instruction 96-PI-14, 4/8/96 for advance system details). When requesting any advance from NYSOFA, please note the federal requirement that a grantee or subgrantee keep only enough cash on hand to meet its immediate needs. Also note that AAAs that have requested an advance in the past, but did not fully expend these funds during this three month period, may have their advance requests denied or reduced depending on the specific situation. All Title III advance requests must be received within thirty (30) days of the start of the program period. Advance requests received later than thirty (30) days after the start of the program period may not be granted.

3. The necessary safeguards will be incorporated into the remarks of the conditional NGAs. Conditional NGAs will be issued after the Plan and applications for funding have received initial review and appear approvable, with relatively minor adjustment(s) and NYSOFA receives its Title III allotment from AoA/ACL for FFY 2015. Requests for conditional NGAs must be received by NYSOFA no later than the beginning date of the program period. Requests for conditional NGAs received after this date will not be granted.

REVIEW OF COSTS PER UNIT OF SERVICE:

NYSOFA staff will be reviewing Plan data to determine the reasonableness of the projected average cost per unit (CPU) for each of seven major services (transportation, personal care levels I and II, congregate meals, home delivered meals, case management and adult day services).

During the initial review of the Plan, NYSOFA fiscal and program staff will examine the proposed average CPUs contained in the SFY 2015-2016 submission against the data from the current SFY 2014-15 Plan. Staff will also compare the SFY 2015-2016 numbers to the SFY 2013-2014 CAARS and client data. Any CPUs that vary by ten (10) percent or more in the respective areas will be noted and the AAA will be asked to explain the variance. The CPU calculation and comparisons will be available to AAAs on the web-based version of the 2015-16 Plan. AAAs will be able to enter their explanation for variances outside the acceptable range online and submit them with the Plan.

Consistent with last year's process, the approval of the 2015-16 Plan will not be withheld if one or more CPU changes are identified and not adequately explained during the Plan review process. However, this issue will be noted in the Plan approval letter and additional follow-up and review by NYSOFA will occur following the submission of 2015 CAARS/Client Data. If the CAARS/Client Data for the service(s) in question remains outside the reasonable range and is not adequately explained, appropriate NYSOFA personnel will schedule a teleconference and/or visit to the AAA to discuss the CPUs, provide technical assistance and follow-up with corrective action and monitoring as appropriate.

AAA personnel are encouraged to consult other resources when preparing the Plan documents and related funding applications. For example, Technical Assistance Memorandum 97-TAM-06 (12/16/97) provides guidance about how to define, collect and interpret cost data to determine accurate congregate and home delivered meal costs. The TAM includes instructions and six worksheets an AAA can use to help calculate various

cost centers. AAAs should consult the approved Medicaid rates for personal care services as EISEP and CSE funded EISEP-like services projections are developed. AAA personnel are also encouraged to refer to Program Instruction 14-PI-02, Standard Definitions for Service and Units of Service.

WEB-BASED APPLICATIONS:

AAAs are required to complete the web-based forms through the reporting web link (<http://www.reporting.aging.ny.gov>) on AAARIN and submit them electronically to NYSOFA. These interactive forms will be available on AAARIN for AAAs to download on or about October 6, 2014. AAAs may download instructions and forms from AAARIN.

SUBMISSION REQUIREMENTS:

On or before **December 5, 2014**, AAAs are required to submit the completed Plan for 2015-16 including all funding applications and rosters via the web-based forms. AAAs are also required to submit the signed Plan Review and Approval page as described in the Guide for Completion.

PROGRAMS AFFECTED:

- | | | | | |
|---|---|---|--|---------------------------------|
| <input checked="" type="checkbox"/> Title III-B | <input checked="" type="checkbox"/> Title III-C-1 | <input checked="" type="checkbox"/> Title III-C-2 | | |
| <input checked="" type="checkbox"/> Title III-D | <input checked="" type="checkbox"/> Title III-E | <input checked="" type="checkbox"/> CSE | <input checked="" type="checkbox"/> WIN | <input type="checkbox"/> Energy |
| <input checked="" type="checkbox"/> EISEP | <input checked="" type="checkbox"/> NSIP | <input checked="" type="checkbox"/> Title V | <input checked="" type="checkbox"/> HIICAP | <input type="checkbox"/> LTCOP |
| <input checked="" type="checkbox"/> Other: CSI, CRC, State Transportation | | | | |

CONTACT PERSON:
Aging Services Representatives

TELEPHONE:
(518) 473-5108

2015-16 ANNUAL IMPLEMENTATION PLAN

TABLE OF CONTENTS

Plan Review and Approval / Local Government Executive Review & Approval -Attachment

Annual Implementation Plan-Cover Page

Goals

Demographic Data and Targeting Objectives

Projected Resource Inventory

Senior Centers/ Designated Focal Points

Legal Assistance

Public Hearings and Area Agency on Aging Advisory Council

Disaster Preparedness and Response

Area Agency on Aging Program and Services Information

Nutrition

Health Promotion

Caregiver Services

Employment Services

Health Insurance Information Counseling and Assistance Program

Senior Medicare Patrol Program

General Services

Managed Long Term Care Plans and Managed Care Organizations

Other NYSOFA Funding and Services

Other Services

Service Delivery and Resource Allocation Plan-Federal

Service Delivery and Resource Allocation Plan-State & All Other Programs

Application For Funding -Federal Programs -Summary Budget Schedule -Titles III-B, III-C-1, III-C-2, III-D, III-E

Supporting Budget Schedule-Titles III-B, III-C-1, III-C-2, III-D, III-E

Supporting Budget Schedule-Titles III-B, III-C-1, III-C-2, III-D, III-E

Application For Funding – State Programs-Summary Budget Schedule -EISEP, CSE, CSI, WIN, and State Transportation

Supporting Budget Schedule-EISEP, CSE, CSI, WIN, and State Transportation

Supporting Budget Schedule-EISEP, CSE, CSI, WIN, and State Transportation

Application for Funding-Summary Budget-HIICAP & Title V

Supporting Budget Schedule for HIICAP & Title V

Supporting Budget Schedule for HIICAP & Title V cont.

Personnel Roster

Equipment Schedule

Rent Allocation Schedule

Contract Roster

Attachment Check List

A – Standard Assurances

B – Priority Services Expenditure Report

C – Summary of Major Changes/Justification for New Direct Services

Multipurpose Senior Centers

D – Justification for Title III Carryovers and Transfers

E – Fringe Benefits and Travel Reimbursement Policies

F – Volunteers Used as Match

Fiscal
Page

1

2

1A

1B

1C

2A

2B

2C

3A

3B

3C

PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Annual Implementation Plan (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	January 1, 2015 to December 31, 2015	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-C	January 1, 2015 to December 31, 2015	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-D	January 1, 2015 to December 31, 2015	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-E	January 1, 2015 to December 31, 2015	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title V	July 1, 2015 to June 30, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
EISEP	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSE	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSI	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
WIN	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
CRC	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
HIICAP	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the 2015-16 Plan. In addition, I certify that no amendments have been made nor will be made to the standard assurances in the 2015-16 Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on the Attachment Check List.

I also certify that the information contained in the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 45 CFR part 76.

Signature of Director of Area Agency on Aging _____
Date

Signature of the Chief Officer of the Governing Body of the Sponsoring Organization _____
Date
(if other than county/City of New York/Native American Organization)

LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, _____ being the Chief Executive Officer/Chairman of the Governing Board of this _____ (county/City of New York/Native American Organization), do hereby certify that:

- The _____, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.
 Community Services for the Elderly Program
 Expanded In-home Services for the Elderly Program.

2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

Signature (Use ink. "per" signature not acceptable) _____
Date

PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Annual Implementation Plan (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	_____ to _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-C	_____ to _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-D	January 1, 2015 to December 31, 2015	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-E	_____ to _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title V	July 1, 2015 to June 30, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
EISEP	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSE	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSI	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
WIN	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
CRC	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No
HIICAP	April 1, 2015 to March 31, 2016	<input type="checkbox"/> Yes <input type="checkbox"/> No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the 2015-16 Plan. In addition, I certify that no amendments have been made nor will be made to the standard assurances in the 2015-16 Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on the Attachment Check List.

I also certify that the information contained in the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 45 CFR part 76.

Signature of Director of Area Agency on Aging _____
Date

Signature of the Chief Officer of the Governing Body of the Sponsoring Organization _____
Date
(if other than county/City of New York/Native American Organization)

LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, _____ being the Chief Executive Officer/Chairman of the Governing Board of this _____ (county/City of New York/Native American Organization), do hereby certify that:

1. The _____, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.
 Community Services for the Elderly Program
 Expanded In-home Services for the Elderly Program.

2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

Signature (Use ink. "per" signature not acceptable) _____
Date

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

**ANNUAL IMPLEMENTATION PLAN
APRIL 1, 2015 MARCH 31, 2016
FOR OLDER AMERICANS ACT,
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM,
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM,
CONGREGATE SERVICES INITIATIVE,
WELLNESS IN NUTRITION,
STATE TRANSPORTATION PROGRAM,
CAREGIVER RESOURCE CENTER,
HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM, and
SENIOR MEDICARE PATROL**

This document, including applications and attachments, fulfills the "Area Plan" requirement under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law.

Area Agency on Aging (AAA): _____ County Code: _____
Director's Name: _____ Title: _____
Address: _____
City: _____, New York Zip Code _____
Phone Area Code: _____ Number: _____ Email _____

For County/City of New York/Native American Organization

Name of the Chief Executive Officer: _____ Title: _____
Address: _____
City: _____, New York Zip Code _____
Phone Area Code: _____ Number: _____ Email _____

OR

If other than County/City of New York/Native American Organization

Name of the Sponsoring Organization _____
Name of the Chief Officer of the Governing Body of the Sponsoring Organization: _____
Title: _____
Address: _____
City: _____, New York Zip Code _____
Phone Area Code: _____ Number: _____ Email _____

Official Authorized to Receive Payments on behalf of the AAA

Name: _____ Title: _____
Address: _____
City: _____, New York Zip Code _____
Phone Area Code: _____ Number: _____ Email _____

**Submit To:
New York State Office for the Aging
Division of Finance and Administration
2 Empire State Plaza, 3rd Floor
Albany, NY 12223-1251**

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

GOALS

Please check below the status of the goals/objectives that were listed in the AAA's 2012-16 Four Year Plan or subsequent Plans.

There is no change in the AAA's goals and objectives.

The following goal(s) and objective(s) have been changed or added. Please list:

The following goal(s) and objective(s) has/have been met and has/have been deleted. Please list:

Demographic Data and Targeting Objectives

	A. Most Current Census*	B. Total Number: Registered Clients	C. Number Registered Clients to be Served**
1. Total number of persons aged 60+ in the PSA (Planning and Service Area):			
2. Total number of persons projected to be served under this plan during the period 4/1/2015-3/31/2016:			
3. *** Please provide a breakdown for the total on line 2 as follows:			
a) Aged 75-84			
b) Aged 85+			
c) Live Alone			
Clients by Ethnicity			
d) Hispanic			
Clients by Race			
e) Native American/Alaskan Native			
f) Asian			
g) Black			
h) White Hispanic			
i) White not Hispanic			
j) Native Hawaiian/Pacific Islander			
k) Other Race			
l) 2 or More Races			
These fields use percent based on the 2000 Census.			
m) Frail/Disabled			
n) Low Income (below 150% of poverty)			
o) Low Income Minority (below 150% of poverty)			
p) Limited English Proficiency****			
q) Rural*****			

* The pre-printed census figures (Column A) and Client data (Column B) are only provided on the web-based version of this form.

**Registered clients are those receiving a Cluster 1 or Cluster 2 service.

***Targeted groups include those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.).

**** Please see *Guide for Completion (Guide)* for definitions of Rural and Limited English Proficiency.

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

4. a. Specify the planned targeting activities for the 2015-16 period that are designed to increase participation of unserved and underserved older adults in greatest social or economic need, particularly those older adults who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans;
- institutionalized/at risk of institutionalization;
- homebound; or
- lesbian, gay, bisexual, and transgender (LGBT).

4b. If the AAA did not achieve targeting objectives set forth in its 2014-15 Plan, specifically describe how the AAA will modify its targeting activities in 2015-16 to improve its efforts to reach older adult cohort(s) (as described above) for which the goal(s) was not achieved.. (In determining whether past targeting objectives were achieved, see QUARTERLY STATUS REPORT - Demographic Information (36A). For information on NYSOFA’s Equal Access to Services and Targeting policies, refer to Program Instruction 12-PI-08.

5a. Specify how the AAA plans to provide outreach and language accessibility to persons with limited English proficiency who may seek services (e.g., contracted interpreter/translator, community organization links for translation, interpretation services, language interpretation phone line, etc.) as required by 12-PI-08. (*See Guide* for further information.)

5b. Include the name and contact information for the telephonic interpretation service that the AAA has established as required by 12-PI-08.

Name	Contact Number

5c. Provide the amount that the AAA is projecting to spend on language accessibility services in the box below. If the AAA has access to free language access services, please describe the arrangement for free services under 5a. above and enter 0 in the box below. The amount entered in the box below must equal the total of the amounts entered on each of the individual program budgets, **SUPPORTING BUDGET SCHEDULES**, Section 6. ‘Other Expenses’, line F. ‘Language Access Services’.

Projected Costs for Language Accessibility Services	
---	--

AAA: _____
 Original Date Submitted: _____
 Date Revised: _____
 Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

PROJECTED RESOURCE INVENTORY

List all resources (from outside entities) projected to be secured primarily through the efforts of the Area Agency to enhance community based services to older adults in the PSA.

Indicate the name of the Agency/Organization, the service(s) provided which benefit the older adults in the PSA, check if there is a current contract with this provider for the provision of services and provide an estimated dollar value of these services.

If there is an existing contract with this outside entity show only the 'Services Provided' and the 'Estimated Dollar Value' of those services which are not already contracted. Show only the added value leveraged by the AAA above and beyond the contract.

RESOURCE INVENTORY			
Agency/Organization	Services Provided	Estimated Dollar Value	Current Contractor
			YES NO

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

LEGAL ASSISTANCE

1. Please indicate below whether there are any changes to the legal assistance program case priorities that were listed in the AAA's 2012-16 Four Year Plan and/or those described in a previous annual implementation plan.

There is **no** change in the AAA's legal assistance case priorities for the 2015-16 Plan.

The legal assistance program case priorities for the 2015-16 Plan have changed as follows:

2. If there are changes to the scope of the program through amendment, additions, or deletions to the case priorities provide a brief explanation of the reason(s) for the change(s).

PUBLIC HEARINGS/AREA AGENCY ON AGING ADVISORY COUNCIL

1a. Provide the following information on Public Hearing(s) held for the SFY 2015-16 planning period.

Location	Date	Number Attending

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2]

YES [] *NO []

Date of notice publication: _____

c. Was the proposed Plan or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing?

YES [] *NO []

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of this plan?

YES [] *NO []

e. **NEW YORK CITY ONLY:** Was at least one Public Hearing as described herein held in each borough?

YES [] *NO []

If *NO to any of the above please explain:

2. Describe the efforts used in seeking input from those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- low income;
- low income minorities (*includes Hispanics, Alaskan Natives, Asians, Blacks and Native Hawaiians/Pacific Islanders*);
- frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.)
- rural residents;
- limited English proficiency;
- Native Americans;
- institutionalized/at risk of institutionalization;
- homebound; or
- lesbian, gay, bisexual, and transgender (LGBT).

3. How were interested parties in the PSA notified of the public hearing(s) and provided the opportunity to testify?

4 . Summarize major issues discussed or raised at the public hearings.

5. List the major changes in the Plan resulting from input by attendees at the hearings.

_____ Not applicable, no major change(s)

Major changes in the Plan:

6. Provide the date the Plan was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA. [9 NYCRR 6653.2 (f)] **Date:** _____

Summarize the comments of the Advisory Council:

DISASTER PREPAREDNESS AND RESPONSE

The growth of the aging population and the increasing numbers of frail older adults and persons with disabilities remaining in their own homes create special challenges in the event of a disaster.

1. Does AAA engage in on-going efforts and activities locally to develop, maintain and implement disaster preparedness plans for assisting persons 60 years of age and older in the AAA's planning and service area in the event of a disaster?

*YES ___ NO ___

If *yes, please describe:

Although the AAA is not the primary responder in the event of a disaster, the AAA needs to have a strong and active presence in local disaster preparedness planning and response efforts.

2. Does the AAA join disaster preparedness partners such as local emergency response agencies, relief organizations, local government entities, and any other institutions that have primary responsibility for disaster relief service delivery in preparation for and during local and State disaster preparedness and response activities?

*YES ___ NO ___

If *yes, please list the names of the AAA's disaster preparedness and response partners:

3. Does the AAA maintain a registry of vulnerable individuals 60 years of age and older in the AAA's planning and service area that would be contacted by emergency services in the event of a disaster?

YES ___ *NO ___

If *no, does another entity maintain a registry of vulnerable individuals 60 years of age and older in the AAA's planning and service area that would be contacted by emergency services in the event of a disaster?

*YES ___ NO ___

If *yes, list:

4. Does the AAA/County have procedures in place for ensuring older adults with special needs and dementia will be assisted during a disaster?

*YES ___ NO ___

If *yes, explain procedures for assisting older adults with special needs and dementia during a disaster:

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

AREA AGENCY PROGRAMS AND SERVICES INFORMATION

NUTRITION SERVICES (Refer to the *Guide for Completion* and 92-TAM-3, 2/26/92 for additional information.)

1. Nutrition services funded under Title III-C, III-E, WIN, CSE, EISEP, other:

a. Are any operational changes in nutrition sites (INCLUDING RESTAURANTS USED IN A RESTAURANT VOUCHER PROGRAM) or food preparation sites (kitchens, caterers) planned or projected for SFY 2015-16?

*YES [] NO []

If *YES, please list the site(s) that are proposed to be changed, the type of change and when the change is projected to take place. List one site per line.

NAME OF SITE/LOCATION	TYPE OF CHANGE <i>Opened, Closed, Altered</i>	DATE OF CHANGE 1 st quarter SFY 2 nd quarter SFY 3 rd quarter SFY 4 th quarter SFY

If *YES, indicate if the proposed change (for each site) will effect one or more home delivered meal routes. This could include food preparation, meal packaging and the actual number of routes used.

*YES [] NO []

If *YES, explain:

b. Total number of Registered Dietitian (RD) service hours per week planned or projected for SFY 2014-15 _____

c. Of the above total: _____ hours of RD services are provided by RD who is on staff or is a consultant to the AAA. (Do not include hours of the RD who is employed by a nutrition or meal program provider.)

d. Are there long-term (3 months or more) vacancies in the following positions?

*YES NO

Full time oversight staff person		
Registered Dietitian/Certified Dietitian Nutritionist		

If *YES, describe your plan for filling the position(s), including estimated (anticipated) completion date.

AAA: _____
 Original Date Submitted: _____
 Date Revised: _____
 Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

HEALTH PROMOTION SERVICES

As of 04/01/15, Title III-D funding may only be expended for evidence-based health promotion programs/interventions meeting highest-level criteria as established by the Administration on Aging/Administration for Community Living (AoA/ACL). See Guide for Completion.

1. For each **highest-level** evidence-based health promotion model program the AAA operates (or plans to implement), utilizing any funding source, please provide the requested information.

Highest Level Evidence-based model used	Local program name	List all funding sources	Date originally began or will be initiated	Partners	Target population	Expected number of unduplicated participants in PLAN year

2. Health Promotion Services which will be funded under **non III-D funding (Title III-B, Title III-E, EISEP, CSE, CSI or other funding)**:

- | | |
|--|---|
| <input type="checkbox"/> Evidence Based (other than highest level)
– Indicate Model _____
<input type="checkbox"/> Health or Mental Health Screening/Risk Assessments
<input type="checkbox"/> Medication Management
<input type="checkbox"/> Home Injury Control/Fall Prevention
<input type="checkbox"/> Preventive Nutrition Services
<input type="checkbox"/> Health Information
<input type="checkbox"/> Other (briefly describe)_____ | <input type="checkbox"/> Physical Fitness Programs
<input type="checkbox"/> Mental Health Services
<input type="checkbox"/> Medicare Preventive Services
<input type="checkbox"/> Evidence Informed
– Indicate Program _____
<input type="checkbox"/> Vaccination Clinic |
|--|---|

CAREGIVER SERVICES

TITLE III-E: NEW YORK ELDER CAREGIVER SUPPORT PROGRAM (Refer to the *Guide for Completion* and the Standard Assurances.)

1. Services for Caregivers of Adults Who Are 60 and Over and Caregivers for Individuals of Any Age with Alzheimer’s Disease or Related Disorder: At least one service under each category must be available to caregivers. Please check the appropriate column for the funding source planned to support the service(s) the AAA intends to provide. When Title III-E funds are being used (whether the sole source or in combination with other funding sources) (√) the Title III-E box **only and omit listing the other funding sources**. “Other” funding sources are required to be identified in the “Other” column; (√) **only when no Title III-E funds are being used to provide the service**.

*	SERVICE CATEGORY	FUNDING SOURCES		
		Title III-E	Other	Identify:
	Information			
14	Outreach			
21	Public Information			
	Assistance			
13	Information and Assistance			
6	Case Management			
21	Other, specify:			
	Counseling, Support Groups, Training <i>(Only one required, but may provide all three)</i>			
19	Counseling			
19	Support Groups			
19	Training			
	Respite			
1b	Personal Care Level I			
1a	Personal Care Level II			
2	Consumer Directed			
3	Home Health Aide			
15	In-home Contact and Support <i>(supervision of care receiver or friendly visiting)</i>			
5	Social Adult Day Care			
5	Adult Day Health Care Services			
21	Overnight Adult Home			
21	Overnight Nursing Home			
21	Other, specify:			
21	Other, specify:			
	Supplemental Services			
18	PERS			
21	Equipment			
4	Home Delivered Meals			
10	Transportation			
11	Legal Services			
9	Assisted Transportation			
21	Home Modification			
21	Other, specify:			

*Fiscal Page 1 References

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

2. Optional Components of Title III-E Caregiver Support Program:

(Check only those services to be funded by Title III-E):

Not Applicable, AAA does not plan to provide any optional components with Title III-E funds.

Services for caregiving grandparents and older relatives (to receive services, grandparents/relatives must be 55 years or older):

The AAA does plan to provide services to grandparents/relatives of children age 18 or younger (including persons with disabilities) Information Assistance Counseling Support Groups Training

Respite (list types) _____

Supplemental Services (list types) _____

The AAA does plan to provide services to grandparents/relatives who provide care to family members with disabilities between the ages of 19-59.

Information Assistance Counseling Support Groups Training

Respite (list types) _____

Supplemental Services (list types) _____

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

Caregiver Resource Center (CRC) [applies only to NYS’s 17 State Funded Programs (Listed in the Guide for Completion)]

The AAA has designated a physical location(s) as the CRC YES [] NO []

Please check the activities that are provided through the CRC*:

- | | |
|---|---|
| <input type="checkbox"/> Resource Library | <input type="checkbox"/> Information & Assistance |
| <input type="checkbox"/> Training | <input type="checkbox"/> Public Information |
| <input type="checkbox"/> Support Groups | <input type="checkbox"/> Other: Specify _____ |
| <input type="checkbox"/> Counseling | |

Specify any special needs populations that will be served: _____

*Note: All CRC activities are to be included on **Service Delivery and Resource Allocation Plan -State & All Other Programs** – line 19, ‘Caregiver Services’.

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

Caregiver Services Funded by Other Sources (e.g., Title III-B, CSE, State Respite Grants)

Caregiver Services (**Do not** include Caregiver Services funded with Title III-E or CRC funds)

- Presentations to groups
 - Individual counseling
 - Other (briefly describe)
 - Training
 - Resource library
 - Support group meetings
-

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

EMPLOYMENT SERVICES- (Senior Community Service Employment Program [SCSEP] -TITLE V)

1. If the AAA currently has a current Memorandum of Understanding (MOU) with the One Stop delivery system, indicate the date it was signed.

If the AAA does not have a MOU with the local One Stop delivery system describe the impediments encountered in obtaining one and describe the actions the AAA has taken to address the impediments.

2. How many participants are currently on the SCSEP waiting list? _____

3. Describe the AAA's plan to reach out to SCSEP targeted populations in the county.

4. Describe the AAA's plan for self-evaluation to ensure that the SCSEP will achieve its performance measures for the current and subsequent years following the most recent guidelines issued by the United States Department of Labor and NYSOFA.

CERTIFICATIONS

[] The AAA certifies that it will pay Title V enrollees at the prevailing minimum wage.

[] The AAA certifies that it will limit reimbursement for consultants hired in carrying out the Title V Program to a maximum of \$500 per day.

HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM (HIICAP)

1. Clearly describe how the Program will use the HIICAP funding to provide Medicare counseling and outreach services, such as “Welcome to Medicare” and “Medicare 101” events. Also explain how your outreach efforts will target the lower-income, hard to reach and underserved populations, including those eligible for the Medicare Savings Program (MSP) and/or Low Income Subsidy (LIS).

2. Are there any anticipated changes to the following HIICAP components for 4/1/15 – 3/31/16?

	*YES	NO
a) Program Coordinator		
b) Program Operations		
c) Contractor		
d) Other		

If ***YES**, please explain:

3. Provide the estimated weekly hours that the Coordinator dedicates to the Program: _____

4. Does the HIICAP Coordinator serve other non HIICAP functions ? ***Yes**_____ **No**_____

If ***Yes**, list:

5. Provide the days and hours of operation that HIICAP is available to provide Medicare beneficiaries with one-on-one counseling.

6. The HIICAP Hotline (1-800-701-0501) continues to experience a large increase in call volume. Please describe the AAA’s capacity to handle these calls, including: (1) how the calls are routed within the AAA (including NY Connects) to ensure that all callers are assisted and (2) Language Accessibility is provided.

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

SENIOR MEDICARE PATROL PROGRAM (SMP)

1. Briefly describe how the SMP will use strategies to combat fraud and abuse in (1) one-to-one counseling sessions, (2) outreach events and (3) training/education programs.

2. Briefly describe AAA's plan to recruit and train new SMP Volunteers.

3. Describe the AAA's process for handling SMP calls, including: (1) how the calls are routed within the AAA to ensure that all callers are assisted and Language Accessibility is provided and (2) the process for ensuring coordination between SMP, HIICAP and the NY Connects program with respect to calls received.

GENERAL SERVICES: Please provide the following information regarding services the area agency intends to administer during the 2015-16 Annual Implementation Plan. Please refer to 14-PI-02, "Standard Definitions for Services and Units of Service." Brief narrative information regarding agency services may be added, but is not required.

1. Information and Assistance

- | | | |
|---|--|---|
| <input type="checkbox"/> Information | <input type="checkbox"/> Benefits counseling | <input type="checkbox"/> Referral |
| <input type="checkbox"/> Tax counseling | <input type="checkbox"/> Case assistance | <input type="checkbox"/> Housing assistance |
| <input type="checkbox"/> Other (briefly describe) | _____ | |

2. In-Home Contact and Support

- | | |
|---|---|
| <input type="checkbox"/> Friendly visiting | <input type="checkbox"/> Shopping assistance |
| <input type="checkbox"/> Telephone reassurance | <input type="checkbox"/> Supervision services |
| <input type="checkbox"/> Other (briefly describe) | _____ |

3. Outreach

- | | |
|---------------------------------------|------------------------------------|
| <input type="checkbox"/> Face to face | <input type="checkbox"/> Telephone |
|---------------------------------------|------------------------------------|

4. Transportation

- | | | |
|--------------------|---------------------------------|--------------------------------------|
| a) Service design: | <input type="checkbox"/> Demand | <input type="checkbox"/> Fixed route |
|--------------------|---------------------------------|--------------------------------------|

b) Type(s) of activities planned for 2015-16:

- | | |
|---|--|
| <input type="checkbox"/> To medical appointments | <input type="checkbox"/> To program sites & senior centers |
| <input type="checkbox"/> To visit friends & relatives | <input type="checkbox"/> Shopping assistance |
| <input type="checkbox"/> Other (briefly describe) | _____ |

5. Adult Day Services

Service design:

- | |
|--|
| <input type="checkbox"/> Social Adult Day Services |
| <input type="checkbox"/> Adult Day Health Care |
| <input type="checkbox"/> Other (briefly describe) |

Narrative Information:

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

MANAGED LONG TERM CARE (MLTC) PLANS & MANAGED CARE ORGANIZATIONS (MCOs)

Area Agencies on Aging provide services allowable under Medicaid Managed Long Term Care, Health Homes and the FIDA (Fully Integrated Duals Advantage) Demonstration as well as services that a managed care organization may purchase from the AAA that is optional for them.

Describe below if you are contracting with a managed long term care plan or managed care organization, what services you are contracted to provide, and either the value of that contract or the particular rate received for that service (whichever is appropriate).

Does the AAA plan on contracting with any MLTC plans/MCOs this PLAN year?

*Yes___ No___

If *yes, List the name(s) of the MLTC plan/MCO the AAA is planning to contract with.	What service(s) is/are the AAA contracted for or negotiating to provide for the MLTC plan/MCO and value of the contract /rate received?

	SERVICE	VALUE OF CONTRACT	RATE RECEIVED
	Personal Care Levels I or II, Home Health Aide		
	Consumer Directed In-home Services		
	Case Management		
	Adult Day Services (Medical or Social model)		
	Personal Emergency Response System (PERS)		
	Nutrition -- Home-delivered meals or congregate meals		
	Home modifications		
	Non-emergency medical transportation to doctor offices, clinics (ambulette)		
	Other: List		

Comments:

AAA: _____
 Original Date Submitted: _____
 Date Revised: _____
 Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

OTHER NYSOFA FUNDING AND SERVICES: Please check the box(es) to indicate programs that your AAA administers and enter the amount of funding anticipated for the coming program period. Include the funding amount on the line indicated under the 'All Other Programs' column of the **Service Delivery and Resource Allocation Plan**.

CHECK	PROGRAM NAME	SERVICES PROVIDED	FUNDING AMOUNT	'ALL OTHER PROGRAMS' COLUMN -LINE#
	Title V	Employment Services		21
		Planning/Implementation/Admin.		22
	Title VII	Ombudsman Services		20
	State LTCOP	Ombudsman Services		20
	Foster Grandparents	Volunteer Services Program		21
	RSVP	Volunteer Services Program		21
				Other: Enter line # _____
	Grants-in-Aid	Various		Determined by AAA Enter line#(s) _____
	Caregivers Resource Center (State Funded)	Information & Assistance		13
		Caregiver Services		19
	HIICAP/SMP	Information & Assistance		13
		Outreach		14
		Counseling & Assistance		21
	NY Connects/ADRC	Information and Assistance		13
		Public Information		21
		Planning/Implementation/Admin.		22
	MIPPA	Information and Assistance		13
		Outreach		14
		Public Information		21
	Systems Integration Grant	Information and Assistance		13
		Health Promotion		17
		Other Services		21
		Administration		22
	State Funded Transportation	Assisted Transportation		9
		Transportation		10
	Other: specify			Line#
	Other: specify			Line#
	Other: specify			Line#
	Other: specify			Line#
	Other: specify			Line#

Sub-Totals

TOTAL _____

Line 9	
Line 10	
Line 13	
Line 14	
Line 17	
Line 19	
Line 20	
Line 21	
Line 22	
GIA	
Other Lines	
Total \$	

AAA: _____
 Original Date Submitted: _____
 Date Revised: _____
 Date Last Saved: _____ Last Saved By: _____

OFA No. 32 (rev.5/14)

OTHER SERVICES: Complete the following to identify and describe all services/programs **included on Line 21 in the Federal, State or Other Funding Columns**, on the "**Services Delivery and Resource Allocation**" pages. Examples might include: ID/discount cards/programs; medical equipment loan programs; public information/education; home modifications; residential repair and maintenance; overnight respite care; assistive devices/technology; laundry services; chore services; options counseling; crime and safety programs; energy assistance; group respite; and services purchased from the AAA (not included in lines 1-20); etc. See Guide for Completion and 14-PI-02 Standard Definitions of Service.

	Amount of Funding for this Service	Funding Sources (List all)
<p>Name/Description of Service/Program _____</p> <p>Check all that apply: <input type="checkbox"/> Directly Provided <input type="checkbox"/> Contracted</p> <p>Number of Units _____</p>		

**New York State Office for the Aging
Service Delivery and Resource Allocation Plan--Federal Programs**

AIP Period: 4/1/15 to 3/31/16 *

Original Date Prepared:

Date Revised:

Date Last Saved:

Last Saved By:

Area Agency: _____

Service Categories	Dir	Com	Number of Individuals to be Served	Grand Total Units (All sources (Pages 1&2))	Grand Total Funding \$ (All sources (Pages 1&2))	Title III-B		Title III-C-1		Title III-C-2		Title III-D		Title III-E ^(e)	
						Units	Funding \$	Units	Funding \$	Units	Funding \$	Units	Funding \$	Units	Funding \$
1. Personal Care Services															
a. Personal Care Level II (c)															
b. Personal Care Level I (c)															
2. Consumer Directed In-home Services(c)															
3. Home Health Aide (c)															
4. Home Delivered Meals															
5. Adult Day Services															
6. Case Management (a)															
7. Congregate Meals (Total)															
a. NSIP Ineligible Meals **															
b. NSIP Eligible Meals															
8. Nutrition Counseling															
9. Assisted Transportation									(d)						
10. Transportation (a)									(d)						
11. Legal Assistance (b)															
12. Nutrition Education															
13. Information & Assistance (a)									(d)		(d)				
14. Outreach (a)									(d)		(d)				
15. In-home Contact & Support (c)									(d)		(d)				
16. Sen. Center/Rec. & Education									(d)						
17. Health Promotion															
18. Personal Emergency Response															
19. Caregiver Services (c)															
20. LTC Ombudsman															
21. Other Services															
22. Area Plan Administration															
TOTAL															

(a) These services constitute Access services under Title III-B for the purpose of meeting the priority services requirement of 20%.

(b) These services constitute Legal Services under Title III-B for the purpose of meeting the priority services requirement of 7%.

(c) These services constitute In-Home Services under Title III-B for the purpose of meeting the priority services requirement of 2.5%.

(d) See Guide for Completion for limitations on expenditures for Supportive and Access services, (lines 9,10, 13-16) under Title III-C. Line 15, In-Home Contact & Support may only include Shopping Assistance under Titles III-C-1 and III-C-2.

(e) Refer to the Guide for Completion for listing of services included in each of the five Title III-E Service Categories. Supplemental Services are limited to 20% of the total Title III-E budget.

* AIP Period will not correspond with most Federal program periods.

** NSIP - Nutrition Services Incentive Program (formerly Cash-in-Lieu of Commodity Foods)

**New York State Office for the Aging
Service Delivery and Resource Allocation Plan-State & All Other Programs**

AIP Period: 4/1/15 to 3/31/16

Original Date Prepared:

Date Revised:

Date Last Saved:

Last Saved By:

Area Agency: _____

Service Categories	EISEP		CSE		CSI		WIN		ALL OTHER PROGRAMS		
	Units	Funding \$	Units	Funding Amount	Funding Source*						
1. Personal Care Services											
a. Personal Care Level II		(a)									
b. Personal Care Level I		(a)									
2. Consumer Directed In-home Services		(a)									
3. Home Health Aide											
4. Home Delivered Meals		(a&b)							(c)		
5. Adult Day Services		(a&b&d)									
6. Case Management											
7. Congregate Meals		(a&b)									
a. NSIP Ineligible Meals											
b. NSIP Eligible Meals											
8. Nutrition Counseling		(a&b)									
9. Assisted Transportation		(a&b)									
10. Transportation		(a&b)									
11. Legal Assistance											
12. Nutrition Education											
13. Information & Assistance											
14. Outreach											
15. In-home Contact & Support		(a&b&e)									
16. Sen. Center/Rec. & Education											
17. Health Promotion		(a&b)									
18. Personal Emergency Response		(a&b)									
19. Caregiver Services											
20. LTC Ombudsman											
21. Other Services		(a&b)									(f)
22. Planning/Implementation/Admin.											
TOTAL											

(a) See Guide for Completion for limitations on services provided under EISEP.

(b) See Guide for Completion for information regarding these EISEP services.

(c) Enter the number of LTHHCP (or other non-NSIP eligible) meals _____

(d) Enter the amount of Adult Day Services provided as: Non-Institutional Respite: \$ _____ Ancillary Services: \$ _____

(e) Enter the amount of In-home Contact & Support Services provided as: Non-Institutional Respite: \$ _____ Ancillary Services: \$ _____

(f) See **Other NYSOFA Funding and Services and Other Services pages**

- * Funding Source Codes:
- | | | | | | |
|------------------------------|---------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1) Title VII | 5) CSI | 9) State Respite Program | 13) County Funds | 17) Other, specify _____ | 21) Other, specify _____ |
| 2) Title V | 6) State Caregivers (CRC) | 10) HIICAP | 14) MIPPA | 18) Other, specify _____ | 22) Other, specify _____ |
| 3) Systems Integration Grant | 7) State LTCOP | 11) NY Connects/ADRC | 15) Other, specify _____ | 19) Other, specify _____ | 23) Other, specify _____ |
| 4) N/A (III-D) | 8) RSVP | 12) Transportation | 16) Other, specify _____ | 20) Other, specify _____ | 24) Other, specify _____ |

**Application for Funding
Summary Budget for Titles III-B, III-C-1, III-C-2, III-D, III-E**

Period: 1/1/15 to 12/31/15

Title III-B Period (if different than above): to

Original Date Prepared:

Date Revised:

Date Last Saved:

Last Saved By:

Area Agency:

Budget Category	Title III-B Area Plan Admin.	Title III-B Services	Total III-B Budget	Title III-C-1 Area Plan Admin.	Title III-C-1 Services	Total III-C-1 Budget	Title III-C-2 Area Plan Admin.	Title III-C-2 Services	Total III-C-2 Budget	Title III-D Budget	Title III-E Area Plan Admin.	Title III-E Services	Total III-E Budget**
1. PERSONNEL													
Adjustments(a)													
Adjusted Personnel													
2. FRINGE BENEFITS			(b)			(b)			(b)				(b)
3. EQUIPMENT													
4. TRAVEL													
5. MAINTENANCE & OPERATIONS													
6. OTHER EXPENSES													
7. CONTRACTS													
8. FOOD													
9. TOTAL BUDGET (Lines 1-8)													
10. Less: Anticipated Income													
11. Less: NSIP/ COMMODITY FOOD													
12. NET TOTAL (Line 9 Less Lines 10 & 11)													
13. FEDERAL FUNDS REQUESTED	(c)	(d)		(c)	(d)		(c)	(d)		(d)	(c)	(c)	
14. MATCHING FUNDS													

1A

(a) Adjustments to Personnel Roster – see Attachment E.

(b) Composite Fringe Benefit Percentage.

(c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.

(d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.

**Title III-E Expenditures for Grandparents & older relatives Caring for Children Activities:
This service is limited to 10% of the Title III-E federal funds and local match plus
income & NISIP generated by these services. Do not include expenditures for grandparents
or other older relatives caring for individuals with disabilities between 19-59.

**Title III-E Expenditures Budgeted for Supplemental Services:
This service is limited to 20% of the Title III-E federal funds and local match plus
income & NISIP generated by these services.

Percent of Federal funds budgeted for Area Plan Administration:
(See Guide for Completion for further information)

Amount

Percentage %

Supporting Budget Schedule-- Federal Programs -

Period: 1/1/15 to 12/31/15

Title III-B Period (if different than above): to

Original Date Prepared:

Date Revised:

Date Last Saved:

Last Saved By:

Area Agency:

5. MAINTENANCE & OPERATIONS	Title III-B	Title III-C-1	Title III-C-2	Title III-D	Title III-E
A. Rental Costs from Rent Allocation Schedule					
B. Adjustments to Rental Costs – see Attachment E					
C. Equipment Maintenance					
D. Equipment Costing Less Than \$1,000					
E. Insurance					
F. Photocopying					
G. Postage					
H. Printing					
I. Supplies					
J. Telephone					
K. Other (specify):					
L. Other (specify):					
M. Other (specify):					
Total Maintenance & Operations					
6. OTHER EXPENSES					
A. Audits					
B. Bonding					
C. Conferences, Seminars & Training					
D. Membership & Subscriptions					
E. Minor Alterations & Renovations					
F. Language Access Services *					
G. Other (specify):					
H. Other (specify):					
Total Other Expenses					

1B

* If the AAA does not expect to incur expenses related to the provision of Language Access Services --question 5C in the DEMOGRAPHIC DATA & TARGETING OBJECTIVES section must be completed.

Supporting Budget Schedule -Federal Programs -cont.

Area Agency:

10. ANTICIPATED INCOME	Title III-B	Title III-C-1	Title III-C-2	Title III-D	Title III-E
A. Participant Contributions					
B. Other Income (specify source)					

Total Income (10A+10B)					
13. FEDERAL FUNDS					
A. Carryover *					
B. Base Allocation					
C. Transfer From and (To) III-B **					
D. Transfer From and (To) III-C-1 **					
E. Transfer From and (To) III-C-2 **					
F. Supplement					
Total Federal Funds					
14. MATCHING FUNDS					
Source					
Check if					
In-Kind					
[]					
[]					
[]					
[]					
[]					
Volunteers as Match					
Total Matching Funds					

1C

* If Carryover exceeds 7.5% of the previous year's total Federal award for Titles III-B, III-C, III-E or 25% for Title III-D a justification must be provided in Attachment D.

** Provide justification for all transfers in Attachment D.

Application for Funding

Original Date Prepared:

Summary Budget for EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

Date Revised:

Area Agency:

Date Last Saved:

Last Saved By:

Budget Category	EISEP Implementation	EISEP Services Activities	Total EISEP Budget	CSE Planning & Implementation	CSE Community Service Project Activities	Total CSE Budget	CSI Administration	CSI Services Costs	Total CSI Budget	WIN Administration	WIN Service Activities	Total WIN Budget	Total CRC Budget	Total State Transportation Budget
1. PERSONNEL														
Adjustments(a)														
Adjusted Personnel														
2. FRINGE BENEFITS			(b)			(b)			(b)			(b)	(b)	(b)
3. EQUIPMENT														(f)
4. TRAVEL														
5. MAINTENANCE & OPERATIONS														
6. OTHER EXPENSES														
7. CONTRACTS														
8. FOOD														
9. TOTAL BUDGET (Lines 1-8)														
10. Less Anticipated Income (Not Used as Local Match)														
11. Less: NSIP/ COMMODITY FOOD														
12. NET TOTAL (Line 9 Less lines 10 & 11)														
13. STATE FUNDS REQUESTED														
	(c)	(d)		(c)	(d)		(d,e)	(d)	(d)	(e)				
14. MATCHING FUNDS														

2A

- (a) Adjustments to Personnel Roster
- (b) Composite Fringe Benefit Percentage
- (c) 100% State Reimbursement
- (d) 75% State Reimbursement
- (e) Limited to 5% of total state funds (WIN and CSI programs)
- (f) State Transportation funds may not be utilized to purchase vehicles

EISEP In-Home Services Percentage: (EISEP In -home Services include Personal Care Level I &II & Consumer Directed In-home Services only) _____

EISEP Ancillary Services Percentage: _____
 (Ancillary services include Adult Day Services not provided as non-institutional respite, HDM, Congregate Meals, Nutrition Counseling, Assisted Transportation/Escort, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services)

(See Guide for Completion and the worksheet for additional information.)

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

Original Date Prepared:

Area Agency:

Date Revised:

Date Last Saved: Last Saved By:

5. MAINTENANCE & OPERATIONS	EISEP	CSE	CSI	WIN	CRC	State Transportation
A. Rental Costs from Rent Allocation Schedule						
B. Adjustments to Rental Costs – see Attachment E						
C. Equipment Maintenance						
D. Equipment Costing Less Than \$1,000						
E. Insurance						
F. Photocopying						
G. Postage						
H. Printing						
I. Supplies						
J. Telephone						
K. Other (specify):						
L. Other (specify):						
M. Other (specify):						
Total Maintenance & Operations						
6. OTHER EXPENSES						
A. Audits						
B. Bonding						
C. Conferences, Seminars & Training						
D. Membership & Subscriptions						
E. Minor Alterations & Renovations						
F. Language Access Services *						
G. Other** (specify):						
H. Other** (specify):						
Total Other Expenses						

2B

* If the AAA does not expect to incur expenses related to the provision of Language Access Services --question 5a. in the DEMOGRAPHIC DATA & TARGETING OBJECTIVE Section must be completed.

** Equipment and assistive devices purchased as EISEP Ancillary Services must be included on line 6. F,G or H unless they are purchased as part of a contract.

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRS and State Transportation Programs cont.

Period: 4/1/15 to 3/31/16

Original Date Prepared:

Date Revised:

Date Last Saved:

Last Saved By:

Area Agency:

10. ANTICIPATED INCOME	EISEP	CSE	CSI	WIN	CRC	State Transportation
A. Cost Sharing						
B. Cost Sharing Transferred from EISEP to CSE						
C. Net Cost Sharing (10A [+ or -] 10B)						
D. Participant Contributions						
E. Other Income (specify source)						
F. Contributions Used as Match						
Total Income (10C+10D+10E-10F)						
14. MATCHING FUNDS						
Source						
Check if In-Kind						
[]						
[]						
[]						
[]						
Volunteers as Match						
Contributions Used as Match						
Total Matching Funds						

2C

**Application for Funding
Summary Budget for HIICAP and Title V**

Area Agency:

Budget Category	HIICAP	Title V			
		Administration	Enrollee Wages and Fringe Benefits	Program/Other Costs	Total
1. PERSONNEL					
Adjustments(a)					
Adjusted Personnel					
2. FRINGE BENEFITS					
	(a)	(a)	(a)		
3. EQUIPMENT					
4. TRAVEL					
5. MAINTENANCE & OPERATIONS					
6. OTHER EXPENSES					
7. CONTRACTS					
8. FOOD					
9. TOTAL BUDGET (Lines 1- 8)					
10. Less Anticipated Income					
11. NET TOTAL (Line 9 less Line 10)					
12. FEDERAL/STATE FUNDS REQUESTED		(b)	(c)		
13. MATCHING FUNDS					(d)

3A

(a) Composite Fringe Benefit Percentage.

(b) Federal share of administration is not to exceed 9.45% of the Federal funds requested.

(c) Federal share of Enrollee wages and Fringe Benefits must be at least 75% of the Federal funds requested.

(d) Federal share cannot exceed 90% of the Total Budget (minimum match 10%).

Supporting Budget Schedule for HIICAP and Title V

HIICAP Period: 4/1/15 to 3/31/16

Title V Period 7/1/15 to 6/30/16

Original Date Prepared:

Date Revised:

Date Last Saved:

Last Saved By:

Area Agency:

5. MAINTENANCE & OPERATIONS	HIICAP	Title V
A. Rental Costs from Rent Allocation Schedule		
B. Adjustments to Rental Costs – see Attachment E		
C. Equipment Maintenance		
D. Equipment Costing Less Than \$1,000		
E. Insurance		
F. Photocopying		
G. Postage		
H. Printing		
I. Supplies		
J. Telephone		
K. Other (specify):		
L. Other (specify):		
M. Other (specify):		
Total Maintenance & Operations		
6. OTHER EXPENSES		
A. Audits		
B. Bonding		
C. Conferences, Seminars & Training		
D. Membership & Subscriptions		
E. Minor Alterations & Renovations		
F. Language Access Services *		
G. Other (specify):		
H. Other (specify):		
Total Other Expenses		

3B

* If the AAA does not expect to incur expenses related to the provision of Language Access Services --question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVES Section must be completed.

Supporting Budget Schedule for HIICAP and Title V cont

HIICAP Period: 4/1/15 to 3/31/16

Title V Period 7/1/15 to 6/30/16

Original Date Prepared:

Date Revised:

Date Last Saved:

Area Agency:

Last Saved By:

10. ANTICIPATED INCOME	HIICAP	Title V
A. Participant Contributions		
B. Other Income (specify source)		
Total Income (10A+10B)		
13. STATE OR FEDERAL FUNDS		
A. Carryover		
B. Base Allocation		
C. Supplement		
Total State or Federal Funds		
14. MATCHING FUNDS		
Source		
Check if In-Kind		

3C

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

ATTACHMENT CHECK LIST

Check [✓] attachments included with this Plan.

Forms are provided for Attachments B, C, D, E, and F

Note: Letters of comment received on the expected impact of (and agency relationships under) CSE Projects and EISEP from local Departments of Social Services, Health, Mental Health and any other county and City of New York agencies and CASA-type agencies, must be maintained on file locally for State Office review.

[] **ATTACHMENT A:** Standard Assurances –The AAA Director has reviewed the Standard Assurances.
Note: The general certification and approval for the Standard Assurances is included on the **PLAN REVIEW AND APPROVAL** page.

[] **ATTACHMENT B:** Priority Services Expenditure Report

This report **must** be completed and returned by **each** AAA.

[] **ATTACHMENT C:** Summary of **major changes** and/or justification for **new direct services**

This **must** be completed and returned by **each** AAA.

[] **ATTACHMENT D:** Justification for excess Title III Carryover and Title III Transfers

[] **ATTACHMENT E:** Fringe Benefit Policy/Travel Reimbursement Policy
Adjustments to Personnel Roster and Rent Allocation Schedule

[] **ATTACHMENT F:** Volunteers Used as Match

04/01/15 – 03/31/16

New York State Office for the Aging

**ATTACHMENT A Annual Implementation Plan
STANDARD ASSURANCES
April 1, 2015- March 31, 2016**

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 230 (*Cost Principles for Non-Profit Organizations*)
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. 2000-e, 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-87 (*Cost Principles for State, Local, and Indian Tribal Governments*)
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 extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the OAA and the Equal Access and Targeting Policy issued by the New York State Office for the Aging
 - 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 non-procurement debarment and suspension concerning public (Federal, State, or local) transactions. If the AAA is unable to complete this certification, the AAA will submit an explanation for NYSOFA review.

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 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 and shall meet its FFY 2000 maintenance of effort requirement under the OAA for the LTCOP that it operates directly or by contract. 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 all Title III-D funding on evidence-based programs/interventions only. Each evidence-based program/intervention selected by the AAA shall meet the criteria for highest-level evidence-based health promotion programs as 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 provide multifaceted systems of support services for family caregivers and grandparents or older individuals who are relative caregivers as this term is defined in OAA §372(a).
- B. **Grandparents/Relatives 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 OAA Title III-E will be provided only to grandparents or caregiver relatives as defined in OAA §372(a)(2).
- 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; and
- 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.
- F. Use of Volunteers:** Each AAA shall make use of trained volunteers to expand the provision of the available services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community settings.

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.
AAA, in the event that it includes in the rate it pays its providers of in-home services the recruitment and retention add-on (in full or any part thereof), will require such home care

provider to use the additional money for recruitment and retention of non-supervisory personal care service workers. AAA will include in its contracts with home care providers the following certification:

“I hereby attest that the approved Medicaid recruitment and retention adjustment (the add-on) will be expended solely for the purpose of supporting recruitment and retention of non-supervisory personal care service workers.”

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 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 monthly 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.
- 47. The AAA agrees to complete an SMP Volunteer Agreement form and conduct a background check for all persons seeking to become an SMP Volunteer. An SMP Volunteer must be officially screened, accepted and enrolled as an SMP Volunteer prior to the performance of any task.

AAA: _____
Original Date Submitted: _____
Date Revised: _____
Date Last Saved: _____ Last Saved By: _____

ATTACHMENT B

PRIORITY SERVICES EXPENDITURE REPORT

Instructions: Using actual expenditures for the period, October 1, 2013- September 30, 2014, submit this completed and certified report with the 2015-16 Plan. **To access the on-line expenditure report, return to the NYSOFA Budgeting and Reporting Systems Main Menu, click on CAARS Quarterly, select any period, and click "Go To Report". On the CAARS Quarterly Main Menu, under "Tools", click on "Go To Reports". Select beginning period October 1, 2013; Select ending period of September 30, 2014; then click Expenditures Report. A PDF version of the report will generate in a separate window for your review.**

Please see Guide for Completion

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:

Row 1. **Access** : transportation, outreach, information and assistance, case management

Row 2. **In-home**: personal care level I, personal care level II, home health aide, consumer directed in-home services, in-home contact & support, caregiver services

Row 3. **Legal**: legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-PI-52, 12/29/94.)

Row 4. **All Other Services**: necessary to sum total services dollars expended.

Row 5. **Subtotal**: all services dollars expended.

Row 6. **Over Match**: must be removed from total.

Row 7. Total: [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

If the percentage in Column B meets the minimum required percentage STOP do not continue.

If it does not, then continue in Column C. Include only the required amount from CSE and/or WIN expenditures **required** to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

Notes: [S] Include WIN dollars for Access **only**.

[H] Include CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services **only**.

Column D: add Columns A and C for Lines 1, 2 & 3.

Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/WIN amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

Category & Minimum Required Percentage	(A)	(B)	(C)	(D)	(E)
	III-B Services Expenditures	Percent (A)/ [T]	CSE(&WIN for Access)	Services Combined Total (A) + (C)	Percent (D)/ {[T] + (C)}
1. Access 20.0%			[S]		
2. In-Home 2.5%			[H]		
3. Legal 7.0%					
4. All Other Services					
5. Subtotal					
6. Over Match (-)					
7. Total		[T]			

If, for one or more of the Priority Services categories, Column E is less than the Minimum Required Percentage, for each such category provide an explanation of the reason for the shortfall and describe the strategies and steps that the AAA is implementing to assure that it will satisfy the requirement for the forthcoming plan year.

Category	Explanation	Strategies/Steps

AAA: _____ Original Date Submitted: _____ Date Revised: _____ Date Last Saved: _____ Last Saved By: _____
--

ATTACHMENT C

PROGRAM DESIGN MODIFICATIONS

All AAAs should carefully review this form and the Guide for Completion.

PURPOSE

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any changes that are being planned for periods covered by future Plans (e.g. an RFP to be held in SFY 2015-2016 that will result in a major change in services or providers in SFY 2016-2017).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

DEFINITIONS

Program Design Modification: Refers to a Major Change, New Direct Service or New Activity.

Major Change(s): Refers to a proposed change(s) in program design for SFY 2015-2016 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for periods covered by future Plans that will have a significant impact on service delivery to older adults.

Significant Impact: The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
 - a. service location;
 - b. access to services;
 - c. service providers;
 - d. types of services being offered;
 - e. the manner in which services are provided;
 - f. service levels (changes of more than 20% in units or expenditures for any specific service); and
 - g. changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

New Direct Service: Refers to any service to be provided by the AAA directly (as opposed to being provided by a contractor) that has not been provided by the AAA.

New Activity: Refers to: Any new service or program

AAA: _____
 Original Date Submitted: _____
 Date Revised: _____
 Date Last Saved: _____ Last Saved By: _____

PROGRAM DESIGN MODIFICATIONS

For each proposed program design modification, select the relevant choice(s) from the drop-down menus below.

Select if actions proposed by the area agency or its contractors will occur during the funding period 4/1/2015-3/31/2016 Plan.

Service	
Funding Source(s)	
Type of Activity	
Period of Change	

Please describe the anticipated program design modification/s in the text box provided.

ACTIONS THAT MAY AFFECT FUTURE PERIODS

Select if any actions by the AAA or its contractors are anticipated for the 4/1/2015 – 3/31/2016 Plan period that may result in future program design modifications in future plan periods (see *Guide for Completion*).

Service	
Funding Source(s)	
Type of Activity	
Period of Change	

Please describe any actions identified that may result in program modifications in future program periods in the text box provided.

AAA: _____ Original Date Submitted: _____ Date Revised: _____ Date Last Saved: _____ Last Saved By: _____
--

CERTIFICATION

A box must be checked or an explanation must be provided.

The AAA hereby certifies that any Program Modifications or actions anticipated for the 04/01/2015-03/31/2016 Plan period that may result in Program Modifications during the 2015-2016 Program Year or a future program year: SHALL NOT result in a loss or diminution in the quantity or quality of the services (including all federal, state and locally funded services) provided, or to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity; and SHALL enhance the quantity, and/or quality and maintain the integrity and public purpose of the services to be provided as a result of direct provision of services by the AAA or any contractual or commercial relationship between the AAA and any non-governmental entity.

If the above certification cannot be made, please explain in the text box provided. This would include reductions due to a loss of local, state or federal funding.

OR

The Area Agency on Aging does not anticipate any changes in its programs that may occur during the 2015-2016 Program Year or a Future Program Year and certifies that: If any change to its programs or services does occur during the 2015-16 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year if so directed by the State Office for the Aging.

ADVISORY COUNCIL REVIEW AND COMMENT

The AAA certifies that it has submitted the program design modifications contained in this Attachment C to its advisory council for review and comment as required under Title III, Part 45, Section 1321(c) of the Older Americans Act Regulations.

AAA: _____
 Original Date Submitted: _____
 Date Revised: _____
 Date Last Saved: _____ Last Saved By: _____

ATTACHMENT D

Justification for Title III Carryovers and Title III Transfers

- **Transfers:** Provide justification for any transfer of funds within and among Title III programs. Transfers are limited to no more than 30% between Titles III-B and III-C and no more than 40% between Titles III-C-1 and III-C-2. Transfers are not allowed for Titles III-D or III-E.

- **Carryovers:** (Reference 88-PI-17, 3/24/88)

Titles III-B, III-C and Title III-E: Provide justification for carryover amounts in excess of 7.5%.

Titles III-D: Provide justification for carryover amounts in excess of 25%.

Targeting: Describe how excess carryover funds will be used for targeting (Reference 12-PI-08, 7/17/12) those unserved and underserved older adults individuals in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.). For example, the following activities represent possible efforts to improve achievement of targeting goals: provision of linguistic interpretation services to persons with limited English proficiency or deaf persons, translation of informational materials for persons with limited English proficiency or development of Braille and audio materials for persons who are visually impaired, etc. Where the AAA targeting goals have not been met and the AAA will not use carryover funds for additional or expanded targeting efforts, please provide a justification including a description of the specific activities implemented by the AAA to meet targeting goals and outcomes.

AAA: _____
 Original Date Submitted: _____
 Date Revised: _____
 Date Last Saved: _____ Last Saved By: _____

ATTACHMENT E

Fringe Benefits and Travel Reimbursement Policies

► **Fringe Benefits Policy:** A complete copy of the AAA's (or sponsor's) Fringe Benefit Policy must be submitted with the **Four Year Plan**. Include below the current fringe benefit rate for employees. Describe any changes from the 2012-2016 Fringe Benefit policy submitted with the 2012-16 Four Year Plan and submit a complete copy of the 2015 Fringe Benefit Policy. If the composite fringe benefit percentage for an individual program exceeds the average fringe benefit percentage included below- by more than 15%- the reason for the deviation(s) **must** be explained below.

2015-2016 Fringe Benefit Rate: _____ %

► **Travel Reimbursement Policy:** A complete copy of the AAA's (or sponsor's) Travel Reimbursement Policy must be submitted with the **Four Year Plan**. Describe below any changes from the 2012-2016 Travel Reimbursement Policy submitted with the 2012-2016 Four Year Plan and submit a complete copy of the 2015 Travel Reimbursement Policy.

► **Personnel Roster and Rent Allocation Schedule Adjustment:** Describe below any adjustments included in the adjustment line of the summary budgets for personnel costs, or the adjustment line of the supporting budget schedules for rental costs.

